



**RFP # 2022-21-021P**

REQUEST FOR PROPOSAL (RFP) FOR  
ARCHITECTURAL SERVICES for  
Modernization of Surfside Educational Academy

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**Mandatory Pre-Proposal Meeting Date:**

December 7, 2021 @ 10:00 A.M.

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**RFP Questions Due Date:**

December 14, 2021 @ 5:00 P.M.

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**RFP Response Due Date:**

January 6, 2022, 2021 @ 2:00 P.M.

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OCEANSIDE UNIFIED SCHOOL DISTRICT  
2111 MISSION AVE. OCEANSIDE, CA 92058

NOTICE IS HEREBY GIVEN THAT OCEANSIDE UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, acting by and through its Governing Board, is requesting proposals (RFP) from firms in the prequalified pool interested in providing architectural services for the MODERNIZATION OF SURFSIDE EDUCATIONAL ACADEMY, located at 1125 S. Ditmar Street, Oceanside, California 92054-5103.

**RFP 2022-21-021P**  
**OCEANSIDE UNIFIED SCHOOL DISTRICT**  
**REQUEST FOR PROPOSALS for**  
**ARCHITECTURAL SERVICES for**  
**MODERNIZATION OF SURFSIDE EDUCATIONAL ACADEMY**

The Request for Proposal package and required forms may be obtained from the Oceanside Unified School District, Bond Construction Management Office, 2111 Mission Avenue, Building E, Oceanside, CA 92058 or from the OUSD webpage at <https://www.osite.us/Page/1160>

Questions should be submitted in writing to via e-mail at [ashley.gerhard@osite.us](mailto:ashley.gerhard@osite.us) no later than **5:00 P.M. on Tuesday, December 14, 2021.**

Completed proposal submissions and all supporting documents should be placed in a sealed envelope marked “Confidential” and mailed or delivered to Ashley Gerhard at the Oceanside Unified School District, Bond Construction Management Office, 2111 Mission Avenue, Building E, Oceanside, CA, 92058, up to but no later than **2:00 P.M. on Thursday, January 6, 2022.**

Distributed this day of November 23, 2021

**NOTICE REGARDING DISCLOSURE  
OF  
CONTENTS OF DOCUMENT**

All responses to this Request for Proposals (RFP) accepted by the Oceanside Unified School District (“District”) shall become the exclusive property of the District. Upon opening, all qualifications accepted by the District shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each proposal which are identified by the preparers as business or trade secrets and plainly marked as “trade secret,” “confidential,” or “proprietary.” Each element of a proposal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the preparer’s request for confidentiality), the District shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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**REQUEST FOR PROPOSALS 2022-21-021P  
ARCHITECTURAL SERVICES  
FOR  
MODERNIZATION OF SURFSIDE EDUCATIONAL ACADEMY**

**1. INTRODUCTION**

The Oceanside Unified School District (“District”) is soliciting proposals from the pool of architectural firm(s) (“Firm”), previously created with RFQ 2021-022 and approved by the board on May 11, 2021, to provide full architectural and design services for the MODERNIZATION OF SURFSIDE EDUCATIONAL ACADEMY. General services include, but are not limited to, assessment of site and current facilities, budget analysis, schematic design, programming, design development, estimating, construction drawings and specifications and construction administration services.

This Request for Proposals (“RFP”) describes the Project, the required Scope of Services, the selection process, and the minimum information that must be included in the proposal package. This RFP requests that each Firm concisely state its concept for how the District and that Firm will develop a constructive and effective partnership.

**Responses must be received no later than 2:00 p.m. on Thursday January 6, 2022.**

**2. PROJECT SITE, BACKGROUND, AND DESCRIPTION**

SURFSIDE EDUCATIONAL ACADEMY is located at 1125 S. Ditmar Street Oceanside, California and serves over 300 students in grades K-8 on approximately 6 acres. Built in 1954, this site, formerly called Ditmar Elementary School, is in need of a complete modernization. Currently there are approximately 23,000 facility square feet comprised by a combination of classrooms and multi-purpose space, with supporting restrooms, administrative offices, and mechanical and other utility spaces.

The proposed modernization at Surfside Educational Academy (“Project”) will consist of the following:

- Upgrades to existing buildings
- ADA Upgrades
- Site Infrastructure
- Landscape
- Hardscape
- Replacement of modularity that have exceeded life expectancy

### **3. SCOPE OF REQUIRED SERVICES**

The District seeks the services of a qualified firm to provide architectural and design services for the modernization of Surfside Educational Academy. The general scope of services includes, but is not limited to, assessment of site and current facilities, budget analysis, programming, schematic design, design development, estimating at 100% schematic, 100% design development, 50% construction documents, and 95% construction documents, construction drawings and specifications, and construction administration services. Although the full scope of services will be negotiated in the professional services agreement, a proposed Scope of Services is attached as Exhibit "A." **The estimated construction budget for this project is \$12,000,000.**

### **4. PROPOSAL REQUIREMENTS**

#### **4.1 General**

Each submittal (also referred to herein as "Proposal") shall include a description of the type, technical experience, background, qualifications for specific type of project, and expertise of the Firm and proposed personnel. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District.

#### **4.2 Contents**

##### **4.2.1 Executive Summary (limit: 1 page)**

Provide an overview of the entire proposal, indicating the Firm's understanding of the project and describing the Firm's general approach or methodology to meet the goals and fulfill the general functions required in this RFP. ***Your firm has already been qualified through the RFQ process. This is your opportunity to showcase your firm and personnel's ability to rebuild a completely new campus to support 21<sup>st</sup> century learners. Please do not take the time to qualify your Firm. Highlight what differentiates your Firm from other firms.***

The executive summary shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm.

4.2.2 Table of Contents (limit: 1 page)

4.2.3 Key Personnel (limit: 4 pages)

- (i) Provide brief biographies of individuals that will be working directly with the District.
- (ii) Provide resumes of all personnel that will be working with the District.
- (iii) Indicate the role and responsibility of each individual and their experience working together.
- (iv) Identify additional key personnel who would be likely to be assigned to this project. Specifically, define the role of each person and outline his/her individual experience. Indicate who would serve as the primary contact for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

(v) Consulting Engineers

List only the consulting engineering firms you plan to use on the project. Include a brief resume of key personnel from each consulting firm who will be working with the District. If a consulting firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. List consulting engineers in the following sequence:

1. Civil
2. Structural
3. Mechanical
4. Electrical
5. Acoustical
6. Other Consultants as necessary

4.2.4 Experience and Technical Competence (limit: 6 pages)

(i) Relevant Project Experience:

The Firm shall provide a list of relevant experience on *similar projects* within California and provide three (3) modernizations within the last 5 years of similar scope and budget.

Please include:

- Role of the firm and Staff that managed the project
- Original and Final Dollar value of the project
- Amount of Change Orders
- Dollar value of the Architect fee
- Project description

- Duration of project
- Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

(ii) Ability to Respond to District Needs

The District requires that the architectural firm's key personnel and its consultants assigned to District projects be able to respond to District needs with a reasonable timeframe. For this work, “reasonable” is defined as located within a 60-mile radius of the District's administrative offices and able to provide a maximum 2-hour response time.

(iii) Technical Competence

Provide a description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.). Discuss Firm’s ability to draw upon multi-disciplinary staff to address the services requested in this RFP.

4.2.5 References (limit: 5 pages)

Please provide five (5) references for similar projects. Include the name, address, and phone number of each reference.

4.2.6 Insurance (limit: 1 page - not including supporting documentation)

Please provide a letter or sample certificate from Firm’s insurance company indicating ability to provide insurance as outlined in RFQ 2021-022 submitted to the District on May 11, 2021. All insurance will be in a form and with insurance companies acceptable to the District.

**THE SUBMISSION OF A PROPOSAL INDICATES THAT THE FIRM SHALL PROVIDE THE ABOVE ENUMERATED INSURANCE REQUIREMENTS IF SELECTED.**

4.2.7 Conceptual Drawing: 3 Programs, 1 House (limit: 2 pages)

This section shall contain Firm’s concept drawing to modernize the campus at SURFSIDE EDUCATIONAL ACADEMY.

Surfside Educational Academy is a unique institute, hosting three distinct programs for K-12 students on one campus. Programs include K-12 Independent Study, 9-12 Alternative High School, with Child Development Center, and the Adult Transition Program. Each firm’s concept should outline the approach that would be used to represent three unique educational programs on one site with one administration in a cohesive manner.

Concept will be provided at each Firm’s own expense. This does not obligate the district to proceed with any concept provided. Shortlisted firms should be prepared to share further exploration of their concept at the interview.

**4.3 Fee Schedule**

The Firm must submit a fee rate schedule (Exhibit B). The fee schedule shall indicate the hourly rates for the anticipated positions within the Firm’s organization structure. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed



reimbursable expenses should also be listed. *A not-to-exceed fee for full project lifecycle shall be included in this proposal.* Final Fee amount is subject to review, negotiation, and approval by the District.

## **5. SUBMITTAL REQUIREMENTS**

### **5.1 General**

It is strongly recommended that each Firm responding to this RFP follow the format identified in this section to allow the District to fully evaluate and compare the response. All requirements and questions in this RFP should be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion, is necessary to assure that the Firm's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

### **5.2 Preparation**

Responses should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Firm's demonstrated capability to perform work of this type.

### **5.3 Format**

Responses shall adhere to this required format for organization and content; responses must be divided into the individual sections and organized as follows:

- (1) **Executive Summary:** This section shall include a response to Section 4.2.1. (1page)
- (2) **Table of Contents:** Provide a table of contents referencing section headings and page numbers as indicated in Section 4.2.2. (1 page)
- (3) **Key Personnel:** This section shall include a response to Section 4.2.3. (4 pages)
- (4) **Experience and Technical Competence:** This section shall include a response to Section 4.2.4. (6 pages)
- (5) **References:** This section shall include a response to Section 4.2.5. (5 pages)
- (6) **Insurance:** This section shall include a response to Section 4.2.6. (1 page)
- (7) **Conceptual Drawing-** 3 Programs, 1 House - This section shall include a response to Section 4.2.7 (2 pages)

Tabs should be provided for each of the sections listed above. The Proposal submittal shall not exceed 20 pages, excluding front and back covers, tabs, appendices and supporting documentation.

#### **5.4 Date, Time and Place of Submission**

Responses must be received no later than **2:00 P.M. on Thursday, January 6, 2022**, at the office of:

Oceanside Unified School District  
Bond Construction Management Office, Building E  
2111 Mission Avenue  
Oceanside Ca 92058  
Attn: Ashley Gerhard

Submission of responses by facsimile or e-mail is not acceptable\*. The Firm is entirely responsible for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Firm. Responses must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered.

**\* We understand that Covid-19 has changed the way some Firms submit; however, at this time the District is still requiring hard copies of the proposals.**

#### **5.5 Number of Copies**

Six (6) bound, one (1) an electronic copy. of the proposal must be submitted. All Proposal submittals must be complete and sealed. Facsimile or electronic copies are not acceptable.

#### **5.6 Packet Submission**

Responses shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

**Name of Firm**

**“RFP 2022-21-021P for Architectural Services for MODERNIZATION OF SURFSIDE EDUCATIONAL ACADEMY. “**

## 5.7 Schedule

The following is a tentative schedule of events:

<b>Date</b>	<b>Event</b>
November 23, 2021	Release of Request for Proposal
December 7, 2021, at 10:00am	Mandatory Site Walk @ Surfside Educational Academy
December 14, 2021, by 5:00pm	Deadline to Submit Questions
December 28, 2021	Addendum Issued
January 6, 2022, by 2:00pm	Submittal of Proposals Due Date
January 14, 2022	Notify Shortlisted Firms of Interview
January 20, 2022	Interviews
January 21, 2022	Notification of Selected Firm
February 8, 2022	Board of Education Approval

More than one interview may be deemed necessary prior to selection.

**Candidates selected for the final interview should plan to present conceptual example(s) of rebuild design at time of interview.**

## 6. EVALUATION PROCESS AND CRITERIA

### 6.1 Responsiveness to RFP

All responses shall be reviewed to verify that the Firm has met the minimum requirements of the RFP. Firms are encouraged to follow the format of the RFP in order to facilitate District review.

### 6.2 Evaluation of Proposals

It is the District's intent to select a firm best evidencing demonstrated competence and professional qualification to perform the described services. The District reserves the right to refuse all proposals and to waive any minor and/or technical submittal requirements if it is in the District's best interest to do so. The Firm shall demonstrate a thorough understanding of each of the tasks identified in this RFP and satisfy the District of its ability to perform the services required. If needed, the District may require additional information from the Firm to be considered as part of the evaluation.

### 6.3 Interviews

The District will conduct oral interviews with the most qualified Firms submitting responses to this RFP. Firms selected for the interview should plan to present conceptual example(s) of possible rebuild of campus at the interview.

District will evaluate the Firms on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required, as evidenced in submitted proposals, interviews, and the results of the District's research and investigation. The District may negotiate a contract with the best qualified Firm, as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable based

on the submitted fee rate schedule. Should the District be unable to negotiate a satisfactory contract with the Firm considered to be the most qualified at a price the District deems reasonable, negotiations with that Firm may be formally terminated. The District may then proceed, at its sole discretion, to negotiate with the next Firm selected by the District.

## **7. GENERAL PROVISIONS**

### **7.1 Addenda**

The District may modify this RFP prior to the date fixed for submission of proposals by issuance of an addendum to all firms.

### **7.2 Withdrawal of Response**

The Firm may withdraw its response to this RFP by submitting a written request signed by the Firm's authorized representative, prior to the time and date specified for submission to Ashley Gerhard at the address listed above.

Responses may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

### **7.3 Reservations**

The District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

The District may reject any or all responses and may waive any immaterial deviation in a response. The District's waiver of an immaterial defect shall in no way modify the RFP documents or excuse the Firm from compliance with the other provisions of this RFP.

### **7.4 Disposition of Proposals**

Proposals become the property of the District and may be returned only at the District's option and at the Firm's expense. Information, excluding Firm's financial information, contained therein shall become public documents subject to the Public Records Act.

### **7.5 Exceptions to this RFP/Indemnification**

The Firm shall certify that the Firm takes no exceptions to this RFP, including but not limited to the District's standard Architect indemnification clause which provides as follows:

To the Fullest extent permitted by law, Architect agrees to indemnify, defend and hold District, its directors, officials, officers, employees and agents free and harmless from all liability arising out of:

- (i) 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 the AGREEMENT.
- (ii) If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any 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) in this Subsection, sustained by the ARCHITECT or the DISTRICT, its officers, agents or employees, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except to the extent the damages arose from the active negligence of the District.
  - (iii) Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the ARCHITECT, its officers, agents or employees, 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 the active negligence of the DISTRICT. With regard to the ARCHITECT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.
  - (iv) To the furthest extent permitted by California law and in accordance with California Civil Code section 2782.8, ARCHITECT shall defend, indemnify and hold free and harmless the DISTRICT from any claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on 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 to the extent that the claim is due to the negligence, recklessness or willful misconduct of the ARCHITECT. This indemnity excludes ARCHITECT'S liability as to the active or sole negligence or willful misconduct of the DISTRICT

## **7.6 Non-Discrimination**

The District does not discriminate on the basis of race, color, national origin, religion, age,

ancestry, medical condition, disability or gender in consideration for an award of contract.

**7.7 Ownership of Plans and Specifications**

All plans, specifications and cost estimates prepared by the architect are to be the property of the District, even in the event of an abandonment or termination of the architect's work on the project.

**7.8 Delivery of Plans and Specifications to OPSC**

The SAB requires that when final plans are completed and submitted to the Division of State Architect, a set of final plans with cost estimates will be simultaneously submitted to OPSC if needed.

**7.9 Construction within Budgetary Limits**

The Architect is required to exercise its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the project's construction allowance. It is the duty of the architect to design a project within District budget and SAB cost standards if any State funding is involved in the project. If a construction bid exceeds such budget and standards, the architect will be responsible for making the necessary changes in the approved plans, specifications and bid documents at no additional cost to the District.

## **7.10 Fingerprinting**

The District anticipates that Architect's employees or subcontractors will have limited contact with District students. If this is not the case, the Architect will be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Architect's responsibility shall extend to all of its staff, consultants and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the firm. Verification of compliance with this section shall be provided in writing to the District prior to the firm permitting such individuals to come in contact with District pupils. Architect shall, at commencement of any agreement with the District and prior to permitting employees, consultants and subcontractors to come in contact with District pupils, provide to the District a list of the names of all such Individuals who may come in contact with District pupils during the terms of any agreement.

**EXHIBIT “A”**  
**SCOPE OF ARCHITECT’S BASIC SERVICES**  
**SAMPLE ONLY**

A. Description of Basic Services: ARCHITECT’s basic services include those described in this Article II and Article III and include all structural, mechanical, electrical engineering (including low voltage), landscape architecture, on-site civil engineering services and such other services as necessary to produce a complete and accurate set of Construction Documents defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT; general and special conditions of the agreement between DISTRICT and contractor; drawings, specifications, addenda, modifications and other documents listed in the agreement between DISTRICT and contractor.

B. Construction Manager: DISTRICT shall employ a Construction Manager (“Construction Manager”) to assist it on the PROJECT. The Construction Manager and the ARCHITECT will work together in a cooperative and professional manner for the orderly and timely completion of the PROJECT, and shall coordinate their activities.

C. Required Approvals: ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction (“OPSC”) and DSA.

D. Utility Review: 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.

E. Planning Surveys: The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

F. Coordination Meetings: ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT’s representative(s) and other consultants of the DISTRICT during PROJECT development.

G. Budget and Operating Costs: ARCHITECT shall provide an initial budget for the PROJECT and shall provide periodic updates, as detailed further in this AGREEMENT.

H. Interior Design: ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage.

I. Material Quality: ARCHITECT shall visit suppliers, fabricators, and manufacturers’ facilities such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

J. Material Consistency: Cooperate and consult with DISTRICT in the use and selection of manufactured items on the PROJECT, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to DISTRICT’s criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code section 3400, *et seq.*

K. No Asbestos: ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations section 763.99(a)(7), that no asbestos-containing material was specified as a building



material in any construction document for the PROJECT and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials. ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

L. Maintenance Costs: ARCHITECT shall consider operating or maintenance costs when selecting systems for DISTRICT.

M. Public Presentations and Legal Proceedings: As requested, ARCHITECT shall prepare for and make formal presentations to the governing board of DISTRICT, and attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings, including but not limited to those that arise from errors or omissions of ARCHITECT.

N. Written Modifications: 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.

O. Legal Compliance: ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT and the PROJECT.

P. Access to Work: ARCHITECT shall have access to the PROJECT at all times, unless the DISTRICT provides notice to the ARCHITECT that such access is unavailable or not permitted.

Q. Scope of Services: ARCHITECT's basic services include all services needed for the scope of work, including structural, mechanical and electrical engineering (including low voltage), landscape architecture, civil site engineering services, interior design, lighting and waterproofing. ARCHITECT shall use extra care and expertise in developing solutions related to waterproofing.

R. Master Plan Review: As part of its Basic Services, and as part of its work required to develop a project budget and development of plans to meet the DISTRICT'S needs, the ARCHITECT shall review the DISTRICT'S most recently developed master plan and provide input and guidance on the fiscal and temporal feasibility of that plan as well as propose any modifications to that plan to ensure the project can be completed on time and on budget.

S. If DISTRICT determines that the lease-leaseback delivery method will be used, then ARCHITECT shall provide pre-construction architectural services, including but not limited to meeting and conferring with the general contractor to discuss and clarify plans and specifications and provide input to the District on preparation of a guaranteed maximum price.

### **ARTICLE III DESIGN AND ADMINISTRATIVE PHASES**

#### A. Planning and Schematic Design Phase

##### 1. Review of PROJECT Requirements

ARCHITECT shall review the program, schedule and construction budget furnished by DISTRICT to ascertain the requirements of the PROJECT and shall arrive at a mutual understanding of such requirements with DISTRICT, and at the request of DISTRICT, shall meet with education stakeholders as necessary to discuss and determine programmatic requirements. To commence these tasks ARCHITECT shall, within the

first month following execution of AGREEMENT, meet with the District and its representatives to prepare a detailed scope of work list and work plan for documentation in a computer-generated PROJECT schedule.

2. Methods of PROJECT Delivery

The ARCHITECT shall review with DISTRICT proposed site use and improvements, selection of materials and methods of PROJECT delivery.

3. Specific Considerations

ARCHITECT shall review with the DISTRICT the following specific considerations to be taken into account in the design of the PROJECT:

a. Information Technology Systems: ARCHITECT shall discuss with DISTRICT representatives the manner in which PROJECT may be designed to include information technology systems adequate to meet the needs of both the PROJECT building systems and additional building systems that DISTRICT may add to the PROJECT at a later date.

b. Sustainability/LEED Analysis: ARCHITECT shall be Leadership in Energy and Environmental Design (“LEED”) accredited. ARCHITECT shall discuss with DISTRICT representatives regarding options for PROJECT design that is sustainable or environmentally responsible and resource-efficient, particularly with regards to energy and water. ARCHITECT shall also discuss with the DISTRICT design options which may result in LEED certification for the PROJECT, including options for different levels of LEED certification.

c. Building Maintenance: ARCHITECT shall discuss with DISTRICT representatives the ways in which the PROJECT may be designed so that it is compatible with DISTRICT maintenance resources. As discussed in Section C.9 below, ARCHITECT shall utilize grants and outside funding services and work with DISTRICT to utilize and consider funding from grants and alternative funding services.

d. MS4 System: Where appropriate ARCHITECT shall design a Municipal Separate Storm Sewer System (“MS4”). An MS4 is a system of conveyance used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches and man-made channels and storm drains.

e. SWPPP: Where appropriate the duties of ARCHITECT shall include the development of a Storm Water Pollution Prevention Plan (“SWPPP”).

f. Existing Conditions: Review and incorporate in construction and budgetary planning information provided by the DISTRICT, including surveys, as-built drawings, as-built conditions, subsoil data, chemical, mechanical and other data logs of borings furnished to ARCHITECT. ARCHITECT shall provide notification of any existing conditions which are observed to differ from documentation provided by the DISTRICT.

g. Subsurface and Topographical Conditions: ARCHITECT shall use a topographical survey provided by the DISTRICT to verify the capacity of all existing PROJECT utilities and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines, within the limits of the DISTRICT on-site property. DISTRICT shall, upon request, provide to the ARCHITECT all

information available to DISTRICT. ARCHITECT shall review this information and incorporate it in the design of the project.

4. Alternative Design and Construction

ARCHITECT shall review with DISTRICT alternative approaches to design and construction of the PROJECT.

5. Updating Schematic Documents

At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to DISTRICT and ARCHITECT, ARCHITECT shall provide schematic design studies for DISTRICT's review and information.

6. Provide Drawings

Upon completion of the Schematic Design Phase, ARCHITECT shall provide Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components for DISTRICT's approval. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations which are applicable to those documents.

7. Budget Requirements

ARCHITECT shall perform schematic design services to keep PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

B. Design Development Phase

1. Design Development Documents

Based on the approved Schematic Design Documents and any adjustments authorized by DISTRICT in the program, schedule or construction budget, ARCHITECT shall prepare Design Development Documents for DISTRICT's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications 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 requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essential items as may be appropriate.

2. Updating Drawings

At intervals mutually agreeable to DISTRICT and ARCHITECT, ARCHITECT shall provide drawings and other documents which depict the current status of design development for DISTRICT's review.

3. DISTRICT Approval

Upon completion of the Design Development Phase, ARCHITECT shall provide drawings, outline specifications and other documents for DISTRICT's approval. ARCHITECT shall review with DISTRICT the selection of building systems and equipment.

4. Cost and Budget

a. ARCHITECT shall revise the initial PROJECT construction budget, as needed, to reflect changes to the PROJECT and to reflect more revised as the drawings are developed.

b. ARCHITECT shall perform design development services to keep PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

C. Construction Documents Phase

1. Drawings

ARCHITECT shall prepare and provide to DISTRICT, from the Design Development Documents approved by DISTRICT, Construction Documents consisting of drawings 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 all governmental agencies having jurisdiction over the PROJECT including OPSC and DSA. This requirement shall be excused when the particular PROJECT includes modernization or re-use of existing designs, when portions of the documents may not be computer generated. The Construction Documents shall show all the work to be done, the materials, workmanship and finishes required for PROJECT.

2. Design Elements to Prevent Water Intrusion

The parties to the AGREEMENT recognize that the failure of trade contractors to properly seal the buildings against water intrusion is a significant and growing problem in public construction. ARCHITECT shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the PROJECT from water intrusion, and shall further illustrate and describe aspects of such construction to include design components that prevent water intrusion into the completed structure in accordance with prevailing professional standards.

3. Fees

DISTRICT shall pay all fees required by such governmental authority as mentioned in Article II, Section C above, and Article III, Section D.2 below. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

4. Drawings to DISTRICT

Upon completion of the Construction Documents Phase, the ARCHITECT shall provide Construction Documents for DISTRICT's approval. After approval by DISTRICT, the ARCHITECT shall reproduce five (5) sets of Construction Documents, which shall be treated as a reimbursable expense. Progress prints for DISTRICT's and its consultant's use shall be at ARCHITECT's expense.

5. Ownership of Documents

a. The plans, specifications, and estimates for the PROJECT shall be and remain the property of DISTRICT, pursuant to Education Code section 17316.

b. In the event DISTRICT completes, modifies or uses the plans, specifications, studies, drawings, estimates, other documents or any other works of authorship prepared by ARCHITECT following conclusion of PROJECT or at such other time or circumstance where ARCHITECT is not directly supervising the completion, modification, utilization and/or application of the aforementioned documents or work, DISTRICT acknowledges that such use shall be at DISTRICT's sole risk and without liability to the ARCHITECT, its employees and its consultants. DISTRICT agrees to indemnify, defend and hold harmless ARCHITECT, its employees and consultants, from and against any and all damage, liability or cost, included but not limited to attorney's fees, litigation costs, claims, suits, or any other costs associated with such use.

## 6. Re-Use of Documents

a. In the event DISTRICT ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the PROJECT which is the subject of the AGREEMENT, ARCHITECT agrees to:

(i) Re-use as a separate project its design and the corresponding Construction Documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by the AGREEMENT;

(iv) In the event the DISTRICT re-uses drawings, the ARCHITECT's fees will take into account that no royalty will be paid for the re-used documents.

b. ARCHITECT will retain the right to use the design, plans, drawings and specifications prepared or provided by ARCHITECT, its consultants, or sub-consultants for re-use on other projects for other districts or owners. Such re-use shall not entitle DISTRICT to any notification, payment of any royalty, license fee or other consideration.

## 7. PROJECT Cost Estimates

ARCHITECT shall establish an estimated PROJECT Construction Cost.

a. "PROJECT Construction Cost" shall mean the estimate of construction costs to DISTRICT as designed or specified by ARCHITECT and accepted by DISTRICT until such time as responses have been received, whereupon it shall be the accepted construction agreement amount, including alternates designed when accepted, increased by the dollar amounts of all approved additive change order items. ARCHITECT shall perform design development services to keep the PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

b. When labor or material is furnished by DISTRICT below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of ARCHITECT's fee calculation.

8. Survey Work

All survey and geo-technical studies will be provided by DISTRICT. Architect shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

9. Maintenance Costs

ARCHITECT shall consider operating or maintenance costs when selecting systems for DISTRICT. ARCHITECT shall utilize grants and outside funding services and work with DISTRICT to utilize and consider funding from grants and alternative funding services.

10. Modification to Building Design Plans

Following DSA approval of PROJECT documents, ARCHITECT shall modify building designs to incorporate DSA-required revisions.

D. Procurement Phase

1. Assistance in Procurement

ARCHITECT shall have the primary role in the preparation of procurement documents, to the extent they are needed for a low-bid project delivery method, multi-prime project delivery method or a lease-leaseback project delivery method, etc. The ARCHITECT shall assist the Construction Manager and DISTRICT, as needed, in the preparation of the necessary procurement information, forms, the conditions of the agreements and the forms of agreement between DISTRICT and the contractors including plans, specifications and a requirement that the contractor provide operation manuals and adequate training to 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 procurement-documents prepared by ARCHITECT. ARCHITECT shall have the primary role in the preparation of the PROJECT specifications. ARCHITECT shall assist the Construction Manager and DISTRICT, as needed, in issuing procurement documents to prospective contractors, conducting conferences with prospective contractors and responding to questions. ARCHITECT shall assist the Construction Manager and DISTRICT in obtaining responses and awarding the agreement for the construction of the PROJECT. ARCHITECT shall respond to questions from prospective contractors and shall issue addenda where necessary.

2. Assistance in Filing Required Documents

ARCHITECT shall prepare and file all Construction Documents required for and obtain the approvals of all governmental agencies having jurisdiction over the PROJECT, including OPSC, DSA, California Department of Education, the county health department, the local fire marshal and others which have jurisdiction over PROJECT. DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so that payments may be prepaid.

3. Deposit of Documents

ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the procurement and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with a digital file of the Construction Documents.

4. List of Qualified Engineers

ARCHITECT shall submit the name of the proposed PROJECT engineer/s for DISTRICT approval. In case DISTRICT chooses to re-use Construction Documents prepared for another project, this re-use choice includes pre-approval of those consultants involved in preparation of those Construction Documents. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

5. Responses Exceeding Costs

If the estimate for the cost of construction is exceeded by the lowest bona fide response by more than ten percent (10%), DISTRICT may require ARCHITECT, without additional compensation, to modify the documents for which ARCHITECT is responsible under this AGREEMENT as necessary to bring new responses within ten percent (10%) of such estimate. Alternatively, DISTRICT may require ARCHITECT to perform one or more of the following tasks at no additional cost to DISTRICT: (1) Prepare, at no additional cost, deductive change packages which bring PROJECT within ten percent (10%) of the estimate; or (2) cooperate in revising the PROJECT scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

E. Construction Phase – Administration of Construction Agreement

1. Start of Services

ARCHITECT's responsibility to provide basic services for the Construction Phase under the AGREEMENT commences with the award of the agreement for construction and terminates at the earlier of the issuance to DISTRICT of the final PROJECT certificate for payment or sixty (60) days after the date of substantial completion of the work.

2. Quality Control Coordination

Prior to commencement of work on the PROJECT, representatives from ARCHITECT, the Inspector of Record ("Inspector of Record"), the Construction Manager and DISTRICT shall meet to discuss and agree to a written plan for monitoring quality control of construction on PROJECT. The plan shall discuss the quality control and monitoring duties of each member of PROJECT team and the methods to be used by each member to ensure quality control of the construction on PROJECT. The same PROJECT team member representatives shall meet periodically, no less than once a month, throughout the duration of PROJECT to specifically discuss quality control issues and monitoring activities. Written documentation of the meetings shall be provided to DISTRICT.

3. Administration of Agreement

ARCHITECT shall provide administration of the construction agreement as set forth below and in conformance with general conditions of the construction agreement. ARCHITECT shall reproduce three (3)

sets of agreement documents and all progress prints for DISTRICT's and consultant's use of ARCHITECT's expense; the remaining sets are to be provided as reimbursable expenses.

4. Modification of Duties

Duties, responsibilities and limitations of authority of ARCHITECT shall not be restricted, modified or extended without written agreement of DISTRICT and ARCHITECT with consent of the contractors, which consent shall not be unreasonably withheld.

5. Technical Assistance to PROJECT Inspector of Record

ARCHITECT shall provide technical direction to a full-time PROJECT Inspector of Record employed by and responsible to DISTRICT as required by applicable law. ARCHITECT shall advise the Inspector of Record or contractor in the preparation of a marked set of prints to be prepared by the contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to DISTRICT upon completion of PROJECT.

6. Site Visits

ARCHITECT shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by DISTRICT and ARCHITECT in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents. In no event shall the site visits be less than once a week unless agreed to by DISTRICT.

7. Work Quality

On the basis of on-site observations as an architect, the ARCHITECT shall keep DISTRICT informed in writing of the progress and quality of the work and shall endeavor to guard DISTRICT against defects and deficiencies in the work, including work on the punchlist. ARCHITECT will issue deficient work notices where appropriate. (More extensive site representation may be agreed to as an additional service, as described in Article IV.)

8. Not Responsible for Means of Construction

a. ARCHITECT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are the contractor's responsibility under the construction agreements. ARCHITECT shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Construction Documents. ARCHITECT shall not have control over or charge of acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons performing services or portions of the work.

b. ARCHITECT, as part of its basic services, shall advise DISTRICT in writing of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee and/or warranty period of the PROJECT.

9. Access to Work



ARCHITECT shall at all times have access to the work wherever it is in preparation or progress, unless the DISTRICT issues notice to the ARCHITECT otherwise.

10. Coordination Meetings

ARCHITECT shall attend regular PROJECT coordination meetings between ARCHITECT, its consultants, the Construction Manager, any DISTRICT representative(s) and other consultants of DISTRICT. The weekly construction meetings may serve as coordination meetings.

11. Review and Certification of Applications for Payment

a. Based on ARCHITECT's observations and evaluations of each contractor application for payment, ARCHITECT shall review and certify the amounts due the respective contractors. ARCHITECT's certification for payment shall constitute a representation to DISTRICT, based on ARCHITECT's observations at the site, and on the data comprising the contractor's applications for payment, that, to the best of ARCHITECT's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Construction Documents.

b. The foregoing representations are subject to an evaluation of the work for conformance with the Construction Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Construction Documents correctable prior to completion and to specific qualifications expressed by ARCHITECT. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from sub-contractors and materials suppliers and other data requested by the owner to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the agreement sum.

12. Rejection of Work

ARCHITECT shall have authority to reject work which does not conform to the Construction Documents. Whenever ARCHITECT considers it necessary or advisable for implementation of the intent of the Construction Documents, ARCHITECT will have authority, upon written authorization from DISTRICT, to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed, or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work.

13. Submittals

ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. ARCHITECT's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in construction by DISTRICT's own forces, while allowing sufficient time in ARCHITECT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures nor will ARCHITECT check

for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Construction Documents, ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Construction Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the contractor. ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Documents.

14. Change Order Review

a. The Construction Manager shall provide an initial review of all proposed change orders and provide its recommendation to ARCHITECT, as needed. The Construction Manager shall also maintain the Change Order log. ARCHITECT shall prepare and sign or take other appropriate action on Change Orders, Change Order Request, and Construction Change Directives prepared for DISTRICT's approval and execution in accordance with the Construction Documents. When the parties have agreed to the Change Order, DISTRICT and ARCHITECT shall sign said Change Order. Both the ARCHITECT and Construction Manager shall work to provide an expedited resolution of all Change Order Requests.

b. Project Drawings: ARCHITECT shall maintain a Change Order log which shall identify the Change Order by number, the date the request was received, and the date the response was given. ARCHITECT shall cause the Contractor to 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. The cost of revising the drawings or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to DISTRICT.

15. Review of Record Documents

ARCHITECT shall, at ARCHITECT's expense, review the record drawings showing significant changes in the work made during construction.

16. Request for Information Processing

ARCHITECT shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. ARCHITECT shall work to provide an expedited review of RFIs, with the goal of providing responses within five (5) days of submission. ARCHITECT shall maintain an RFI log, which shall identify the RFI by number, the date the request was received and the date the response was given.

17. Claim Review

ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between DISTRICT and contractor relating to the execution or progress of the work as provided in the construction agreement. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

18. Punchlist

ARCHITECT shall prepare the punchlist and, consistent with Article III, Section E.7. above, concerning site visits, determine that the punchlist work performed is in accordance with the construction agreement requirements. ARCHITECT will further review the punchlist for completion.

19. Review of Substitutions

ARCHITECT shall evaluate substitutions proposed by the contractor, with the goal of providing responses to substitution requests within seven (7) days of their submission.

20. Substantial Completion and Final Certificate of Payment

ARCHITECT shall observe the PROJECT site to determine the date or dates of substantial completion and the date of final completion. ARCHITECT shall receive and forward to DISTRICT warranties and similar submittals provided by the contractor required by the Construction Documents. ARCHITECT shall review the contractor's final PROJECT certificate for payment upon the contractor's compliance with the requirements of the Construction Documents.

21. Testing of Equipment

ARCHITECT shall require the contractor to 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.

22. Interpreting the AGREEMENT

ARCHITECT shall interpret and provide input regarding matters concerning performance of DISTRICT and contractor under the requirements of the Construction Documents on written request of either DISTRICT or contractor. ARCHITECT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

23. Requirements for Interpretation and Decisions

Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ARCHITECT shall endeavor to secure faithful performance by both DISTRICT and contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

24. Decisions on Aesthetic Effect

ARCHITECT's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

25. Decisions in Writing

ARCHITECT shall render written decisions within a reasonable time on all claims, disputes or other matters in question between DISTRICT and contractors relating to the execution or progress of the work as provided in the Construction Documents.

26. PROJECT Closeout

ARCHITECT shall be responsible for gathering information and assisting DISTRICT in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to ensure proper PROJECT closeout. These duties shall include:

- a. ARCHITECT shall conduct inspections as required to determine when the contractor has completed PROJECT and shall prepare punch lists of items that remain in need of correction or completion.
- b. ARCHITECT shall collect from the contractor, review, and forward to DISTRICT all written warranties, operation manuals, spare parts and subcontractor waivers.
- c. ARCHITECT shall prepare or collect, as applicable and provide to DSA, all reports required by DSA on PROJECT, including the final verified report.
- d. ARCHITECT shall obtain all required DSA approval on all change orders and addenda to the contractors contract. Final closeout and certification of PROJECT shall be a condition precedent to ARCHITECT receiving final payment on PROJECT.
- e. ARCHITECT shall review and confirm a set of as-built drawings for the PROJECT.

**ARTICLE IV  
ARCHITECT'S ADDITIONAL SERVICES**

ARCHITECT shall notify DISTRICT in writing of any need for additional services required. ARCHITECT shall obtain written authorization from DISTRICT before rendering such services. Compensation for such services shall be subject to DISTRICT approval in writing. Additional services shall be compensated at an hourly rate as set forth in Attachment "A". 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 and completion of such documents.
- b. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- c. Providing services made necessary by the default of the contractor, which does not arise directly from negligent, errors or omissions of ARCHITECT or by major defect or deficiencies in the work of the contractor or by significant failure of performance by the contractor.
- d. Providing agreement administration services after the construction agreement time has been materially exceeded through no fault of ARCHITECT. ARCHITECT's compensation is expressly conditioned on the lack of fault of ARCHITECT.
- e. In the event DISTRICT elects to re-use designs, plans, specifications, estimates or other documents prepared for another district, the services in connection with making significant revisions or changes to aforementioned materials to suit DISTRICT.

- f. Preparing drawings and specifications associated with PROJECT alternates, where the alternates are of an unusual number or amount, given the size of PROJECT.
- g. Providing services relative to future facilities, systems and equipment.
- h. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings and related equipment not included in the construction agreement.
- i. Life Cycle Cost Analysis: when requested by the DISTRICT, the ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.
- j. Revising drawings, specifications, the PROJECT Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.
- k. ARCHITECT shall provide services required due to programmatic changes in the PROJECT, when such changes are inconsistent with approvals or instructions previously given by DISTRICT, including but not limited to size, quality, complexity, method of project delivery (beyond lease-leaseback, multi-prime or hard bid) or negotiating the agreement for construction.

## **End of Exhibit A**

# EXHIBIT "B"

## (HOURLY RATES AND FEES)

Architect – Principal .....	\$ ___/hr
Architect – Associate .....	\$ ___/hr
Project Manager/Architect .....	\$ ___/hr
Job Captain .....	\$ ___/hr
Construction Admin Project Manager .....	\$ ___/hr
Specifications Writer.....	\$ ___/hr
CADD/Drafting.....	\$ ___/hr
Construction Admin Technician.....	\$ ___/hr
Clerical.....	\$ ___/hr