



RFP #2023-21-052P

**REQUEST FOR PROPOSALS
ARCHITECTURAL SERVICES FOR
DEMOLITION AND REPLACEMENT OF
NORTH TERRACE SCHOOL**

Informational Site Zoom Meeting:
October 27, 2022, at 10:00 A.M.
Please RSVP by 2:00 P.M. on October 26 to receive Zoom link.

RFP Questions Due:
November 4, 2022, by 12:00 P.M.

RFP Response Due:
November 16, 2022, by 10:00 A.M.

OCEANSIDE UNIFIED SCHOOL DISTRICT
2111 MISSION AVENUE
OCEANSIDE, CA 92058
760-966-4074

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 preapproved pool interested in providing architectural services for the DEMOLITION AND REPLACEMENT OF NORTH TERRACE SCHOOL, located at 141 Santa Rosa Drive, Oceanside, CA 92058.

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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, from the OUSD webpage at www.oside.us/Page/1160, and from the Bond Construction Program page at oceansideusbond.maasco.com/procurement-bids/.

An Informational Site Zoom Meeting will take place on Thursday, October 27 at 10:00 A.M. Please RSVP to Colette Leyva via email at cleyva@oside.us no later than 2:00 P.M. on Wednesday, October 26, 2022, in order to receive the meeting link.

Questions should be submitted in writing to via e-mail at cleyva@oside.us no later than **12:00 P.M. on Friday, November 4, 2022.**

Completed proposal submissions and all supporting documents should be placed in a sealed envelope marked “Confidential” and mailed or delivered to Colette Leyva at the Oceanside Unified School District, Bond Construction Management Office, 2111 Mission Avenue, Building E, Oceanside, CA, 92058, up to but no later than **10:00 A.M. on Wednesday, November 16, 2022.**

Distributed this day of October 19, 2022.

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
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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 of Education on May 11, 2021, to provide full architectural and design services for the demolition and replacement of North Terrace School. General services include, but are not limited to, assessment of site and current facilities, budget analysis, programming, schematic design, 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 10:00 A.M. on Wednesday, November 16, 2022.

2. PROJECT SITE, BACKGROUND, AND DESCRIPTION

North Terrace School is located at 141 Santa Rosa Drive in Oceanside, California and serves approximately 650 students in grades K-8 on approximately 13 acres. Originally built in 1955, North Terrace was modernized during the 2011-2012 school year. There are approximately 77,000 facility square feet comprised by nine (9) single story buildings and 21 portable classroom buildings. The site consists of the school buildings, playgrounds, asphalt play areas, a softball field, a grass lawn, asphalt parking lots, and concrete and asphalt sidewalks/walkways. This project requires complete demolition and rebuild of the entire campus.

North Terrace serves both the public and military base communities. As such, it is a dual access campus with two points of entry. Per the Department of Defense (DOD), the campus entry must be converted to a single point of entry. The District has submitted an application for a DOD grant. It is anticipated that the district will be notified of final project approval within 90 – 120 days from October 19, 2022. The plan submitted to DOD is for the demolition and rebuild of all buildings, except the administration and kindergarten buildings. The site will be rebuilt on the existing play fields, including a new gym/multi-purpose room combo, boys’ and girls’ locker rooms, and a single point of entry to meet DOD requirements. Due to the proposed site plan phasing, there will be no need for interim housing.

The proposed demolition and rebuild of North Terrace School (“Project”) will consist of the following:

- Demolition and rebuild of buildings
- Required ADA Upgrades
- Required site infrastructure upgrades
- Hard Scape and Landscape

3. **SCOPE OF REQUIRED SERVICES**

The District seeks the services of a qualified Firm to provide architectural and design services for the demolition and rebuild of North Terrace School. The general scope of services includes, but 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 is outlined in the Master Services Agreement, the proposed Scope of Services is attached as Exhibit “A.”

The estimated construction budget for this project is \$55,000,000. However, the total project budget is dependent on the grant approval and funds received from the Department of Defense; therefore, the construction budget may differ.

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**

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 modernize the campus, including a new gym/multi-purpose room combo, boys’ and girls’ locker rooms, and a single point of entry. ***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**

4.2.3. Key Personnel

- (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.
- (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) 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

- (i) The Firm shall provide a list of relevant experience on similar projects within California **and** provide descriptions of at least two (2) school projects located on a military base. In addition, the Firm shall provide descriptions of experience with Department of Defense requirements and provide specific examples.

Please include:

 - Role of the Firm
 - Dollar value of the project
 - Dollar value of the Architect fee
 - Project description
 - Staffing
 - Duration of project
 - Relationship to client
 - Contact name, position, entity name, telephone number, and e-mail address for each project.
- (ii) Describe the Firm's interaction with military base personnel and DOD, and familiarity with federally funded projects.

- (iii) Provide experience in designing to meet Antiterrorism and Force Protection (ATFP) requirements.
- (iv) Describe the Firm's understanding and competency related to completed projects with dual-agency interaction (State and Federal) processes.

4.2.5. References

Please provide three (3) references for similar projects. Include the name, address, and phone number of each reference.

4.2.6. Imagining a New Campus

This section shall contain Firm's concept drawing to rebuild the campus at North Terrace School, including a new gym/multi-purpose room combo, boys' and girls' locker rooms, and a single point of entry.

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.

For this section only, any page size up to 11x17 will be acceptable and will each be counted as one page.

4.2.7. Fee Schedule

The total project budget is dependent on the grant approval and funds received from the Department of Defense; therefore, the construction budget may differ. As such, the Firm's fee schedule may change depending on the total project budget after Department of Defense approval.

An estimated *not-to-exceed fee for full project lifecycle Architectural services shall be included in this proposal* based on the current construction budget. Please break out your fee by phase and outside consultants.

The Firm must also include an hourly rate fee schedule for additional services. 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. 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:

- **Executive Summary**
- **Table of Contents**
- **Key Personnel**
- **Experience and Technical Competence**
- **References**
- **Imagining a New Campus**
- **Fee Schedule**

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

5.4 Date, Time, and Place of Submission

Responses must be received no later than **10:00 A.M. on Wednesday, November 16, 2022**, at the office of:

Oceanside Unified School District
Bond Construction Management Office, Building E
2111 Mission Avenue
Oceanside, CA 92058
Attn: Colette Leyva

Submission of responses by 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.

5.5 Number of Copies

Seven (7) bound, one (1) 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

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5.7. Schedule

The following is a tentative schedule of events:

Date	Event
October 19, 2022	Release of Request for Proposal
October 27, 2022, at 10:00am	Site Informational Zoom Meeting*
November 4, 2022, by 12:00pm	Deadline to Submit Questions
November 8, 2022, by 12:00pm	Response to Questions
November 16, 2022, by 10:00am	Submittal of Proposals Due Date
December 12, 2022	In-Person Interviews
December 12, 2022	Notification of Selected Firm (week of)
January 17, 2023 (tentative)	Present to Board of Education for approval

*Please RSVP to Colette Leyva via email at cleyva@oside.us no later than 2:00 P.M. on Wednesday, October 26, 2022, in order to receive the meeting link.

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 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 Addendum

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 Colette Leyva 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 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 SERVICES**

1. **GENERAL REQUIREMENTS.**

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g., civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 **Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: **N/A**

1.3 **Additional Services.** Architect shall perform the following Additional Services for the Project: **None currently identified**

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District.

**[SAMPLE ONLY]
[DISTRICT TO NEGOTIATE ADDITIONAL SERVICES WITH ARCHITECT]**

- A. Supervision of repair of damage to the Project not resulting from fault of the Architect.
- B. The selection by Architect, at the District’s request, of movable furniture, equipment, or articles which are not included in the construction contract.
- C. The preparation of measured drawings of pre-existing structures as authorized by the District.
- D. The additional services caused by the delinquency or insolvency of the contractor.
- E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect’s employees, except as otherwise required by this contract.
- F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

1.4 **Cooperation and Communication with District.** Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District.

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 **Cost Monitoring.** In conjunction with the other duties described herein, the Architect shall continuously monitor construction costs and provide detailed estimates at the completion of the initial planning phase, schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** The programming has been completed on this project, however, the selected Firm will be required to validate and make appropriate changes to the existing educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment

needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

2.3 **Meeting Budget and Project Goals.** Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 3.5.4, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures, and road improvements, as well as coordinating with utilities and adjacent property owners.

3. **SCHEMATIC PLAN PHASE.**

During the schematic plan phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 **Approval and Revisions.** District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2 **Funding Documents.** If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.3 **Schematic Plans.** In cooperation with District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the

Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling, or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction ("OPSC"), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.4 **Preliminary Project Budget.** Architect shall use the District's Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District or, if applicable, by any school construction funding agency identified by District ("Architect's Preliminary Project Budget"). The purpose of the Architect's Preliminary Project Budget is to show the probable Project cost in relation to District's Preliminary Construction Budget and the construction standards of any applicable funding agency. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to District immediately. As stated below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by more than the stated percentage amount, Architect may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget Architect shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.5 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide a complete set of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4. **DESIGN DEVELOPMENT PHASE.**

During the design development phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Approval and Revisions.** District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any

necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4.2 **Design Development Documents.** Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance and character of the Project's structural, mechanical and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

4.3 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide a complete set of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

4.4 **Updated Project Budget.** Architect shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Architect's Updated Project Budget").

4.5 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to District.

4.6 **Application for Approvals.** Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.7 **Color and Other Aesthetic Issues.** Architect shall provide, for District’s review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

4.8 **Incorporation of Post-Construction Stormwater Design Standards.** The Architect shall incorporate post-construction design standards into the Project as follows:

A. **Basic Requirements.**

As part of the basic Services provided pursuant to this Agreement, the Architect shall include in the design prepared for the Project as appropriate, the post-construction best management practices (“BMPs”) necessary to ensure that the District and the contractor(s) comply with the State Water Resources Control Board (State Water Board) stormwater regulations applicable to the Project, including, but not limited to Water Quality Order No. 2009-0009-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The Architect shall include all costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. **Incorporation of Design Standards.**

In order to ensure such compliance, the Architect shall incorporate the following four Design Standards as goals for the design of the Project:

1. **Conserve Natural Areas:** Conservation of existing natural areas on the Project site to the maximum extent possible.
2. **Volume and Flow (Hydromodification) Control:** Incorporation of non-structural and structural measures to manage the volume and flow of stormwater runoff from the completed Project site, and replicate the pre-project water balance (defined as the volume of rainfall that ends up as runoff) for the smallest storms up to the 85th percentile storm event. For sites whose disturbed area exceeds two acres, preserve the pre-construction drainage density (miles of stream length per square mile of drainage area) for all drainage areas within the area serving a first order stream 14 or larger stream and ensure that post-project time of runoff concentration is equal or greater than pre-project time of concentration.
3. **Minimization of Pollutants of Concern:** Use of BMPs to reduce the discharge of pollutants from the completed Project site as described in Section C below.
4. **Provide Ongoing BMP Maintenance:** Incorporate and describe maintenance required for BMPs in Project plans so that District

can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

The BMPs the Architect incorporates as part of the Design Standards described above, shall be designed to minimize pollutants of concern and shall focus on mitigating the impacts caused by impervious surfaces by implementing BMPs that stress: (i) low impact development (LID) designs that infiltrate and treat stormwater on the Project site; (ii) source controls; and (iii) treatment controls. BMPs which may be used to comply with the above-described design standards may be found in U.S. EPA's Toolbox of BMPs at: http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6.

The Regional Water Quality Control Board may also have lists of approved references and resources.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 Approval and Revisions. District shall review, study, and check the Design Development Documents presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Documents at no additional cost, so long as they are not inconsistent with earlier District direction.

5.2 Final Working Drawings and Specifications. Once District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record

drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

5.3 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

5.4 **Approval and Revisions.** District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions, or corrections are inconsistent with prior District direction, Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.5 **Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the

sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which, the conclusion is based.

5.6 **Copies of Final Working Drawings and Specifications and Other Documents.**

Architect, at its own expense, shall provide a complete set of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Bid and Contract Documents.** If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. conditions of the contract, specifications, and, if desired by District, bidding requirements and sample forms), Labor Compliance Program requirements or Department of Industrial Relations' Compliance Monitoring Unit requirements as applicable, DVBE and other applicable Affirmative Action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget and any applicable State Allocation Board cost standards.

7. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Reproducible Construction Documents.** Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

7.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist District in distributing the Construction Documents to bidders and conducting the opening and review of bids for the Project. District will reimburse the Architect for the cost of reproducing bid sets, addenda and related delivery charges.

7.3 **Overbudget.** If the apparent lowest responsive and responsible bid on the Project exceeds the Architect's Final Estimate by more than five percent (5%), District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the Architect's Final Estimate. All revisions necessary to bring the lowest responsive and responsible bid within the Architect's Final Estimate, including any omissions, deferrals, or alternates, shall be made in consultation with, and subject to the approval of, the District.

8. **CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

8.1 **Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

8.2 **General Administration.** Architect shall provide general administration of the Construction Documents and the work performed by the contractors.

8.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.4 **Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to

Architect and District. Architect shall direct the Project inspectors and the Project contractors and shall coordinate the preparation of record drawings indicating dimensions and location of all “as-built” conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect’s Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.7 **Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located or any other appropriate federal, state, regional or local regulatory bodies.

8.8 **Construction Meetings; Minutes.** Architect shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.9 **Written Reports.** Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

8.10 **Written Records.** Architect shall keep accurate written records of the progress and quality of the Project work and the time schedules and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.11 **Material and Test Reports.** Architect shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District and federal, state, regional or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional or local regulatory bodies.

8.12 **Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests which involve more work or time than is normally required for routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.13 **Rejection of Work.** Architect shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.

8.14 **Substitutions.** Architect shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Architect's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

8.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

8.16 **Change Requests and Material Changes.** Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied, or revised. If the District has not hired a construction manager or other person to do so, the Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with

the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

8.17 **Applications for Payment.** Architect shall examine, verify and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

8.18 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

8.19 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

8.20 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.

8.21 **Warranties.** Architect shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and provide these materials to the District.

8.22 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

8.23 **Documents for Project Close-Out.** Architect shall cause all other architects, engineers, and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Record Drawings and Specifications.** Not later than thirty (30) days after substantial completion of the Project, before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “record” set of Final Working Drawings and Specifications (“Record Drawings and Specifications”). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct.

9.2 **Approval.** Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 **Documents for Final Payment.** Prior to the receipt of Architect’s final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; and (5) Architect's Certificate of Completion.

10. **WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

10.1 **Advice.** Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

(End of Proposal Document)