



RFQ #2024-21-161Q

**REQUEST FOR QUALIFICATIONS
FOR ARCHITECTURAL SERVICES
(To be added to current Board-approved pool)**

RFQ Questions Due:
Friday, May 17, 2024, by 2:00pm

RFQ Submissions Due:
Friday, May 31, 2024, by 2:00pm

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 qualifications (RFQ) from Firms from interested and qualified Architecture Firms (“Consultant”) to provide comprehensive professional services for various projects. The District expects to conduct significant construction projects throughout the District. This RFQ seeks to pre-qualify Consultants that demonstrate the highest level of experience and capability to provide architectural services. Selected Consultants will be added to the District’s current Board-approved pool of Architectural Service Providers.

RFQ #2024-21-161Q
REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

The Request for Qualifications 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/departments/fiscal-services/purchasing/bids, and from the Bond Construction Program page at oceansideusbond.maasco.com/procurement-bids/.

Questions should be submitted in writing to via e-mail at cleyva@oside.us no later than **2:00pm on Friday, May 17, 2024**.

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 **2:00pm on Friday, May 31, 2024**.

Distributed on May 3, 2024.

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Qualifications (RFQ) 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.

Request for Qualifications (RFQ) for Inclusion in a Pool for District Architectural Services

1. INTRODUCTION

The Oceanside Unified School District (“District”) wishes to augment its pool of architects and is therefore inviting submittals of Requests for Qualifications (“RFQ”) from interested and qualified Architecture Firms (“Consultant”) to provide comprehensive professional services for various projects. The District expects to conduct significant construction projects throughout the District. This RFQ seeks to pre-qualify Consultants that demonstrate the highest level of experience and capability to provide architectural services.

Selection will result in being added to the current Board-approved pool of Architectural Service Providers (“Architectural Services Pool” or “Pool”) expected to provide comprehensive services to the District on an as-needed basis. Section 7 of this document outlines the requirements, selection process, and documentation necessary to submit qualifications in response to this solicitation.

This RFQ, along the current Board-approved pool, will be valid until May 10, 2026. Upon expiration of the current pool, a new RFQ will be issued to establish a new pool of architectural service providers.

The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the District’s website [here](#). Acknowledging Consultants will receive a response via email with the addenda information if any is provided.

Selection for the Architectural Services Firms will be performed by the District evaluation committee (“Committee”). If the District determines it to be in their best interest, interviews may be arranged as part of the selection process.

Following identification of qualified Consultants selected for the Pool, the District may request a project-specific Request for Proposal (“RFP”) on an as needed basis from the Architectural Services Pool. A project specific “Project Assignment” will be issued to the Consultant(s) which, in the judgment of the District, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

Pre-qualified Consultants in the Pool will be eligible to provide scope and fee proposals for specific assignments (“Project Assignment”) upon request from the District. The District may issue Project Assignment based on qualifications, performance on previous task orders, and an evaluation of the scope and fee proposal prepared for each specific Project Assignment.

The District reserves the right to request proposals from outside of the Pool of services at any time. The District reserves the right to request a scope of work and fee proposal from one or more of the Consultants in the Pool and may choose to issue a Project Assignment to any of the Consultants at its sole discretion.

Attached is a sample of the District's Master Agreement for On-Going Architectural Services (Attachment D). The Agreement (Attachment D) is not to be included with the Consultant's RFQ submittal. Specific project needs may include only a portion of the services identified therein. The selected Consultant, should Consultant accept the Project, will sign the Project Assignment prior to start of work. The exact scope of services required by the District will be set forth in a project-specific RFP. Consultants are expected to identify, in the RFQ, their expertise related to services for which they would like to submit.

2. GENERAL INSTRUCTIONS

Consultants should carefully read and follow all directions in this RFQ.

a. Standard District Documents, Forms, and Additional Information

The following documents are a part of this RFQ. Consultants are advised to ensure that they have the most recent documents. The following documents are attached to the RFQ as detailed below:

Attachments:

- A. Drug-Free Workplace Certification
- B. Non-Collusion Affidavit
- C. Consultant Declaration
- D. District Architectural Services Agreement

The Architectural Services Agreement may be modified, based on project-specific needs, by the District. The selected Consultant, should the Consultant agree to perform the project offered, will sign the Agreement as-is.

b. No Commitment to Award / Non-Binding

Issuance of this RFQ and receipt of RFQs does not commit the District to award an Agreement. This RFQ and/or the interview process, shall in no way be deemed to create a binding contract or Agreement of any kind between the District and the Consultants. Selection of a Firm to participate in the Pool of pre-qualified consultants does not guarantee the award of an Agreement or Project Assignment.

c. Irregularities

The District reserves the right to reject any or all applicants, incomplete packets, non-responsive applicants, and to waive any irregularities or informalities in the RFQ. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the RFQ, nor excuse the Consultant from full compliance with all requirements if awarded an Agreement.

The District reserves the right to reject any or all proposals, to alter the selection process in any way, to postpone the selection process for its own convenience at any time. District is an equal opportunity employer.

d. Rejection of RFQs

The District may reject any or all RFQs and may waive any immaterial deviation in a RFQ. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Consultant from full compliance with the specifications if awarded the contract.

e. Disposition of the RFQs

RFQs become the property of the District. The information contained in all RFQs shall be held confidential to the extent permitted by law. All materials, ideas, and formats submitted in response to this RFQ will become the property of the District upon receipt and may be returned only at the District's option.

f. Cancellation

While it is the intent of the District to include all pre-qualified successful Consultants, this solicitation does not obligate the District to enter into any agreement or contract. The District reserves the right to cancel this RFQ at any time, in the best interest of the District. No obligation, either expressed or implied, exists on the part of the District to make an award or to pay any costs incurred in the preparation or submission of a proposal in response to this RFQ.

g. Modifications

The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ responses. Modifications, if any, made by the District to the RFQ will be in writing; potential Consultants who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

h. Exceptions / Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ, must be declared in the submission by the Consultant. Such exceptions or deviations must be segregated as a separate element of the RFQ under the heading "Exceptions and Deviations". If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

3. SCOPE OF SERVICES

Any firm selected based on this RFQ/P process must be capable of providing full architectural services through the programming, design and construction phases of any and all selected Program projects. The desired Scope of Services is set forth in Articles II and III of the District's form Master Agreement for On-going Architectural Services ("Agreement"), which is distributed with this RFQ as Attachment D and incorporated herein by this reference.

4. RFQ SUBMITTAL

All RFQs shall be considered, subject to acceptance by the District, and may not be withdrawn for a period of 120 calendar days following the last day to accept RFQs. RFQs may not be amended after the due date, except by the consent of the District.

a. Selection Process Schedule

The District reserves the right to change and/or modify the schedule. This is a proposed schedule that is subject to change. Any changes to the schedule for the RFQ/RFQ process will be issued to all Consultants via addenda.

RFQs may be withdrawn at any time before the deadline by written request from the person who can legally bind the Consultant and the signor of the RFQ.

| Scheduled Activities | Dates |
|---|-------------------------|
| RFQ Advertised – 1 st ad published | May 3, 2024 |
| RFQ Advertised – 2 nd ad published | May 10, 2024 |
| RFQ Questions due by | May 17, 2024, by 2:00pm |
| RFQ Question Responses sent via email by | May 24, 2024, by 2:00pm |
| RFQ Submissions from Consultants due by | May 31, 2024, by 2:00pm |
| Notification to Consultants by | June 10, 2024 |
| Approval by Board of Education | June 25, 2024 |

b. Delivery of RFQs

RFQs must be delivered to the address below at or before the time and date set in the Selection Process Schedule.

Name: Colette Leyva
Title: Program Analyst
Address: 2111 Mission Ave. Oceanside, CA 92058
Telephone: (760) 966-4074
E-Mail: cleyva@oside.us

c. Responsibility for Timely Delivery of RFQs

It is the Consultant’s responsibility to ensure RFQs are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Deliveries by third party carriers, including but not limited to the U.S. Postal Service, FedEx and United Parcel Service, are routed through the District’s Mailroom and may experience delay beyond the carrier’s stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure, or other potential obstacles of reaching the delivery location in a timely manner. RFQs delivered to other places, even if on the campus, will not be considered.

In order to be considered “on time”, a RFQ must either be date-stamped or bear a handwritten inscription by an authorized District representative confirming receipt by the above specified deadline.

Late RFQs may be returned to the Consultant or discarded without evaluation and the Consultant will be disqualified. It is the practice of the District not to consider late submittals. The District shall not be responsible for, nor accept as a valid excuse, a late submittal delivery.

d. Consultant's Cost

Each Consultant acknowledges and agrees that the preparation of all materials for submittal to the District and all presentations, related costs and travel expenses are at the Consultant's sole expense, and the District is not, under any circumstances, responsible for any cost or expense incurred by the Consultant. Consultants shall not include any such expenses as part of their RFQs.

5. QUESTIONS FROM CONSULTANTS

a. Clarifications and Questions from Consultants

All communications regarding this RFQ including requests for information or clarification of the intent or content of this RFQ must be received by the District's Bond Management Office shown below in writing via email to the email addresses contained in Section 6, no later than the date set for submitting questions stated in the Selection Process Schedule. Only the District's Representative, as identified below, is authorized to answer questions relative to this RFQ. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

Written addenda will be posted on the District's website and on the CCM/MAAS website on or before the date fixed for issuing addenda as stated in the Selection Process Schedule. **All Consultant shall be responsible for the contents of all RFQ addenda and it shall be the responsibility of each Consultant to ensure that all addenda have been reviewed by checking the website(s).** Responses to the written questions received by the deadline will be incorporated in a RFQ addendum. Failure of Consultant to acknowledge receipt of any addenda shall not relieve the Consultant from any obligation therein.

The District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed.

Consultants shall not contact any District employee or official (including any Board members) regarding this RFQ other than the individuals listed below as the contact persons. Contacting District staff or officials (including Board members) regarding this RFQ will result in disqualification. This will ensure that all Consultants receive the same information in a timely manner.

6. DISTRICT'S MANAGING OFFICE

Name: Fred Parker
Title: Program Manager
Department: Bond Management
Address: 2111 Mission Ave. Oceanside, CA 92058
E-Mail: fred.parker@oside.us

Please send all email correspondence to Colette Leyva, cleyva@oside.us, including requests for information or clarification of the intent or content of this RFQ.

7. INSTRUCTIONS FOR SUBMITTING RFQ

The RFQ should be well organized and as concise and complete as possible while still providing the requested information.

Consultants shall submit a RFQ in accordance with the following instructions:

- a. All materials submitted in response to the RFQ shall be on 8½” x 11” standard white paper in portrait orientation with each page clearly numbered on the bottom. All submitted materials must be bound.
- b. Submit three (3) complete hard copies of the RFQ and one (1) copy as a digital file, PDF format on a USB flash drive, in a sealed envelope with the following clearly marked on the outside.
 - A. Consultant’s Firm Name
 - B. Oceanside Unified School District
 - C. Request for Qualifications No. 2024-21-161Q Architectural Services
- c. RFQ’s should be typed, minimum size font is ten (10) and should not include any unnecessary, elaborate, or promotional material. Lengthy narrative is discouraged; RFQ’s should be brief and concise. The form, content and sequence of the submittals should follow the outline listed in this RFQ.
- d. Each section under the “Contents of RFQ Required Information” shall have tabbed dividers. Tabbed dividers shall be used to identify and separate the sections of the RFQ response which correspond to the information requested in this RFQ. If the section does not apply, clearly indicate that in the Tabbed section by stating the section does not apply to your firm.
- e. The RFQ shall not exceed 30 pages, excluding Transmittal Letter, Cover Page, Table of Contents, separating Tabs, items under Additional Materials section, Appendices and District required forms. Non-responsive RFQ’s will be automatically disqualified. Additional time will NOT be given to provide missing information.
- f. Deliver the RFQ to the District Office prior to or exactly at the date and time indicated in the Selection Process Schedule. Late RFQ’s will be disqualified.
- g. The District reserves the right to reject any or all applicants, incomplete packets, non-responsive applicants, and to waive any irregularities or informalities in the RFQ process. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the RFQ, nor excuse the consultant from full compliance with all requirements if awarded an Agreement. District is an equal opportunity employer.

8. CONTENTS OF RFQ - REQUIRED INFORMATION AND SCORING

The RFQs shall provide a comprehensive, but concise summary of qualifications and capabilities to satisfy the requirements of the RFQ.

- a. Provide the following information, in the order listed below, in your RFQ. RFQs should be organized with numbered tabs corresponding to the following requirements. Provide concise and complete responses; non-requested information and lengthy responses are discouraged.
- b. Each question will be scored against an ideal response which, in the opinion of the Selection Committee, would receive the maximum number of points possible.
- c. If all information is not provided, the RFQ may not be considered. The Selection Committee may, at its discretion, call the contacts provided, or others, as may become known, for reference checks.

All addenda that may be part of this RFQ must have a wet signature and be submitted with the RFQ or you may be disqualified.

9. REQUIRED CONTENT OF RFQs

Adhere to the following organization in the RFQs by providing tabs for sections listed below as noted:

a. Cover Letter of Interest

A cover letter of transmittal shall be addressed to the **District's Bond Construction Management Office** and must, at a minimum, contain the following:

- A. Maximum one (1) page.
- B. Identification of the Firm(s) including name, mailing address, e-mail address, and telephone number of Firm(s).
- C. The cover letter must include referencing the RFQ and confirms that all elements of the RFQ have been read and understood.
- D. Name, title, address, and telephone number of contact person during period of RFQ evaluation.
- E. Identification of any information contained in the RFQ which the Consultant deems to be, and establishes as, confidential, or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the submittal are confidential, or propriety will not be honored by the District).
- F. A statement of understanding of the insurance requirements in the sample District Architectural Services Agreement including a statement that the Consultant can meet those requirements if a contract is offered to the Consultant.
- G. Wet signature on the original RFQ of a person authorized to bind the Firm to the terms of the submitted RFQ.

- H. Must include one of the following statements:

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

Or

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

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

b. Table of Contents

Immediately following the cover letter, include a complete Table of Contents for material included in the RFQ.

c. Executive Summary

The Executive Summary should contain the following, maximum one (1) page:

- A. Briefly outline your Firm's philosophy and processes for providing architectural services.
- B. Include number of years in business, whether or not your Firm has gone by a different name while under substantially the same management, and a list of your senior member(s)' length of association with your firm.
- C. Indicate your Firm's willingness to perform work on project under One Million Dollars (\$1,000,000.00). This is not a disqualifying statement. The District will call directly on those Firms indicating acceptance of these smaller projects for proposals for this work.

d. Services

Provide a list for the following:

- A. Basic services provided by your Firm.
- B. Additional services provided by your Firm.
- C. Professional consultant's services provided by your Firm.
- D. Services not provided in-house.

e. Professional Fees

Fees will be based on fully loaded hourly billing rates for each classification. The District intends to solicit project specific pricing from prequalified Consultants as required.

- A. When providing costs, each line item shall include costs for all required overhead expenses including insurance. Travel cost from the Firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.
- B. Schedule of Fees provided in this submittal will be used as the basis for negotiations throughout the duration of the District pool. Any increases must be approved, in writing, by the District prior to the performance of service.
- C. Project Specific Agreements will be based on a lump sum basis. The total fees paid to any selected Firm will be these fees as authorized by the Individual Project Specific Addendum.
- D. No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to the site of work, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services.
- E. Consultants shall specifically include hourly rates for full-time services in their RFQ for the following:
 - 1. Professional Staff
 - 2. Support Staff
 - 3. Clerical Staff
 - 4. Overtime and Weekend Rates for the above, if applicable.
- F. Firm may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services when selected for a Project.
- G. Identify any constraints or assumptions that affect fee. Services that are not specifically included in RFQ exhibits may be added as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

f. Experience

Provide the Firm's experience relative to the District's needs:

- A. List the range of project sizes completed from very small to very large project, in this order, based on construction dollar values with California K-12 school project(s) including the scope of services your Firm provided, description of the Project, completion date, and construction costs for the relevant projects in the last five (5) years. Include contact names, titles, email addresses, and phone numbers for each listed project. Include examples of modernization, renovation, and new construction projects.
- B. On a separate list, provide the range of project sizes from very small to very large, in this order, of the **current** total number of California K-12 projects in progress by the Firm. Include phase status, delivery method, and current construction costs
- C. Briefly describe your Firm's prior experience on projects that utilize a variety of delivery methods.
- D. Project Plan and Methodology – Describe the procedures your architectural firm uses in conducting each phase in the design and delivery process. Address the approach, design, schedule, planning, and delivery. Phases should include:
 - Educational Programming
 - Schematic Design
 - Design Development
 - Construction Documents
 - CEQA compliance
 - DSA approval
 - CDE approval
 - OPSC approval
 - DTSC approval
 - Bid process
 - Construction
 - Close out
- E. Describe the processes by which your Firm develops design schedules and implements the schedules to meet expected construction and occupancy dates. Include how your Firm uses and maintains the schedules.
- F. Describe cost control methods used by your Firm. Include how your Firm establishes cost estimated and determines costs associated with construction in new and renovation of existing facilities. Include how contingencies are utilized, types of estimating manuals used as references, and the accuracy of your estimates. If your firm hires an Estimators, provide a resume for your estimator, maximum one (1) page, as part of the Appendix labeled "Resumes". Include a statement declaring your Firm's willingness to commit to the estimate provided by your firm or estimator.
- G. Explain your Firm's approach to construction issues and change orders including the construction change order directive process. Include your Firm's change order history and a summary of change orders for three (3)

California K-12 projects which were completed over the last three (3) years. Show the total dollar amount of change orders for each project compared to the total original contract dollar amount. Indicate, by percentage, the dollar amount of change orders which were caused by the District, Architect, and Contractor, respectively, in this order. Include your firm's Direct Change Order/Add Service Fees for the same projects.

- H. Describe your Firm's method for collaboration, including the roles of your personnel, approach employed, the outcome and two (2) contact persons for two (2) recent projects where you employed this method. Include names and descriptions of the projects. Contacts listed must include names, titles, email addresses and telephone numbers. Denote which Project your listed contact was a part of.
- I. Briefly describe your Firm's experience with LEED/CHPS certification of projects. On a separate list, provide a maximum of three (3) examples of current LEED/CHPS projects in the last three (3) years, scope of services provided, description of the Project, estimated completion date, and construction costs.

g. Personnel

This section of the RFQ should establish the ability of the Consultant to satisfactorily perform the required services as demonstrated by its representation of staff availability for future projects and the ability to manage backlog of current services. Information shall further specifically include:

- A. Work plan with the current workload and next six (6) months backlog and plan for addressing this work.
- B. Provide an organization chart of your Firm of all personnel who would be committed to as-needed District projects (Project Team).
- C. List your Firm's professional and support positions including the number of personnel in each position.
- D. The Project Team assigned to district projects and professional consultants must:
 - 1. Possess the minimum qualification to perform the services provided.
 - 2. Have knowledge and understanding of codes, major services and activities required to perform services provided.
 - 3. Have a minimum of three (3) years of directly related experience in California K-12 schools.
 - 4. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to labor code 1777.1 or 1777.7.
 - 5. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. For each proposed team member, provide three (3) client contacts with contact's name, title, email address, and phone number. Include a brief description and scope

- of work of the project associated with the client contact.
6. Include resumes, maximum one (1) page per person of proposed personnel, from your firm only, who would likely be assigned to the District's projects. Resumes should be placed as part of "Appendix A" labeled "Resumes – Firm Personnel" of all personnel who would be committed to an as-needed basis for District projects as part of your project team. Resumes should include specific information as to their experience on California K-12 projects. Out of state experience may not be considered as experience for the District's needs. Appendix A will not count towards the 30-page maximum limit. Do not add marketing material or elaborate in this appendix. Keep it strictly for what is requested.
 7. Include "Appendix B" labeled "Registrations and Certifications – Firm Personnel", provide copies of any professional registration(s) including California Registration number(s), certifications and affiliations for your firm. Any California regulation and certification carried by the firm should be included. Appendix B will not count towards the 30-page maximum limit. Do not add marketing material or elaborate in this appendix. Keep it strictly for what is requested.
 8. List professional consultants outside your Firm that you propose would provide services not available in your Firm. Provide three (3) recent, within the last five (5) years of California K-12 projects for each consultant and what their role was in each project.
 9. Include resumes, maximum one (1) page per person of proposed professional consultants who would likely be assigned to the District's projects. Resumes should be placed as part of "Appendix C" labeled "Resumes – Professional Consultants" of all personnel who would be committed to an as-needed basis for District projects as part of your Project Team. Resumes should include specific information as to their experience on California K-12 projects. Out of state experience may not be considered as experience for the District's needs. This appendix will not count towards the 30-page maximum limit. Do not add marketing material or elaborate in this appendix. Keep it strictly for what is requested.
 10. Location and address of office where the Project Team members will complete the design and management of the Project. If your firm utilizes resources from more than one office, indicate office locations and how work would be coordinated.
 11. Consultants must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein. This statement should be all encompassing for any personnel that would be assigned on a project.

h. Regulatory Offices

Describe your Firm’s experience, approach including communication style, processes, and procedures when dealing with California state regulatory agencies:

- A. California K-12 school districts
- B. Office of Public School Construction (OPSC)
- C. Division of the State Architect (DSA) office. Include how your Firm handles and complies with DSA’s project inspection card requirements and construction change documents.
- D. Explain how your Firm ensures compliance with the American with Disabilities Act (ADA). Provide three (3) current examples. Describe the Project, your Firm’s role in the Project, Project Schedules, and associated construction costs.

i. Insurance

Consultant shall provide District with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the State of California. Consultant shall provide District with a Certificate of Insurance showing a minimum \$5,000,000 professional liability coverage (including employment practices coverage). Consultant shall also obtain Sexual Abuse and Molestation coverage specially for the perils of molestation, sexual misconduct, or allegations of sexual abuse in an amount not less than \$1,000,000 aggregate.

If Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, Consultant is exempt from providing Sexual Abuse and Molestation coverage.

The certificate of liability insurance should be issued for “All OUSD Projects”. All endorsements must be provided as part of the Certificate of Liability Insurance. The certificate holder should be listed as:

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

j. Litigation

Provide specific information on termination for default, litigation settled, or judgments entered within the last (5) five years related to your firm and any joint venture partners.

Explain the circumstances and outcome of any litigation, arbitration, or claims filed against a public agency client or any of the same you have filed against a public agency client.

If your Firm does not have any litigation, a letter from the person who can bind your Firm into legal contracts should state there are no litigation issues that need to be included.

Omission of this requirement is an automatic disqualification.

k. Appendices

- A. Addenda Acknowledgement Form
- B. Supporting Documents:
Furnish, as appendices, those supporting documents (i.e., staff resumes, etc.) requested in the preceding instructions.
- C. Affidavits and Certification Forms
As evidence of conformance to the District's policies, District Forms included with this RFQ must have wet signatures for the original copies. Complete and include as an appendix to your submittal the following forms:
 - Drug-Free Workplace Certification (Attachment A)
 - Non-Collusion Affidavit (Attachment B)
 - Consultant Declaration (Attachment C)

If your Firm does not comply with one (1) or more of District's policies, declare this and explain the reasons.

10. EVALUATION AND SCORING OF RFQs

Consultants may withdraw their proposals, either personally or by written request, at any time prior to the closing time for the receipt of RFQs in the Selection Process Schedule. All RFQs shall be considered, subject to acceptance by the District, and may not be withdrawn for a period of 120 calendar days following the last day to accept RFQs. RFQs may not be amended after the due date, except by the consent of the District.

The selection of Firms that will be included in the District's Architectural Services Pool will be a two-step process:

- a. First Step will be based on the Selection Committee analysis, principally focusing on the requirements in the section above.
- b. Second Step will be based on final scores of the RFQs. The scores will be based on the Firms full understanding and responsiveness to the RFQ, reference checks, and their specific experience and approach. Firms may be invited for an interview.

At the conclusion of the second step, Firms will be selected on the basis of criteria regarding qualifications, experience, time commitment of key personnel assigned to provide services, demonstrated competence, as well as what is in the best interest of the District as determined by the Selection Committee, including consideration of fair, competitive, and reasonable pricing.

11. NOTIFICATION OF FIRMS & DEBRIEFING

At the conclusion of the selection process and pursuant to the Selection Process Schedule above, each Consultant will be notified as to whether or not it has been selected for inclusion in the District's Pool. The District does not conduct formal or informal post-selection debriefing with proposers.

12. CONTRACT AWARD

The District reserves the right to contract with any entity responding to this RFQ. The awarding of a contract is at the sole discretion of the District. Firm(s) selected will be expected to enter into an Architectural Consultant Services Agreement with the District within ten (10) business days from approval by the Board of Trustees. The District shall not be bound, or in any way obligated, until both parties have executed a contract. No party may incur any chargeable costs prior to the execution of the final contract.

13. PUBLIC RECORDS

Except for materials deemed Trade Secrets (as defined in [California Civil Code §3426.1](#)) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Consultant who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret," "Confidential" or "Proprietary" and exempt from disclosure as a public record.

The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability including, without limitation, attorney's fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

END OF REQUEST FOR QUALIFICATIONS

Attachment A

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations; and
3. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false Certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONSULTANT

Signature

Print Name

Title

Date

Attachment B

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature & Date

Printed Name & Title

Attachment C

CONSULTANT DECLARATION

Service Categories Prequalifying for: _____

Consultant (legal name of entity): _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Type of Firm: Individual Corporation Partnership Other: _____

Tax I.D. No.: _____ Date of Business Formed: _____

Date Incorporated (if applicable): _____ State of Incorporation: _____

| OWNERS, OFFICERS AND PRINCIPALS | | | |
|---------------------------------|-----------------|----------|----------------|
| Name | Years with Firm | Position | % of Ownership |
| | | | |
| | | | |
| | | | |
| | | | |

Consultant has attached a Certificate of Insurance demonstrating a valid insurance policy with policy limit of at least \$1,000,000 per occurrence and \$3,000,000 aggregate or has attached a letter from their insurer that such policy limits will be secured in the event that the Consultant is awarded the project. Yes _____ No _____

Consultant has attached verification of a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 et. seq. Yes _____ No _____

If answering 'yes' to any of the below listed questions, explain on a separate signed page.

Has there been any change in the control of the firm In the last five years? Yes _____ No _____

Have you/the Firm declared bankruptcy or been placed in receivership within the past ten years Yes _____ No _____

Are any of the Firm's owners, officers, and/or principals connected with any other companies as subsidiary, parent, or affiliate? Yes _____ No _____

Has the Firm been involved in any litigation, arbitration, claim, or dispute of any kind with a public agency in the past ten years? Yes _____ No _____

Has the Firm or any owner, officer or principal of the Firm ever been found guilty of violating any federal, state or local law, rule or regulation regarding a contract? Yes _____ No _____

Has the Firm ever failed to complete a contract within the authorized contract time? Yes _____ No _____

Has the Firm received any notices threatening termination? Yes _____ No _____

Attachment D

SAMPLE MASTER AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

(Do not submit a copy of this with your RFQ)

MASTER AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

BETWEEN

OCEANSIDE UNIFIED SCHOOL DISTRICT AND

[ARCHITECT FIRM]

This Agreement for On-Going Architectural Services (“AGREEMENT”) is dated [DATE] and shall become effective on the date it is signed by a representative for each party and ratified by the Oceanside Unified School District's Board of Education (“Effective Date”). This Agreement (“AGREEMENT”) is between the OCEANSIDE UNIFIED SCHOOL DISTRICT (“DISTRICT”) and [ARCHITECT FIRM] (“ARCHITECT”) (individually referred to herein as the “Party” or collectively as the “Parties”).

WHEREAS, the DISTRICT conducted a competitive procurement per Request For Proposals (“RFP”), to select an architectural firm to provide ongoing architectural services;

WHEREAS, after conducting the RFP, the DISTRICT intends to employ ARCHITECT to perform architectural work related to the DISTRICT’S various bond measure and/or other funded projects for the renovation, modernization, expansion and/or construction of existing and/or new DISTRICT facilities (“PROJECT” or “PROJECTS”). The DISTRICT will issue a separate Project Assignment agreement to be entered into between the DISTRICT and ARCHITECT for each specific, identified PROJECT.

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

WHEREAS, ARCHITECT has represented itself as competent to perform the architectural services described herein and desires to enter into this AGREEMENT with the DISTRICT for the completion of the work in accordance with all applicable laws and regulations, including all applicable District policies, and the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this AGREEMENT, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
ARCHITECT’S SERVICES AND RESPONSIBILITIES**

- A. This AGREEMENT shall contain the general duties and responsibilities of the parties. ARCHITECT represents that it has the capabilities and skills to complete the architectural services work described herein.
- B. The ARCHITECT’s basic services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as described in this AGREEMENT.

- C. All work under this AGREEMENT shall be performed in a technically sound manner and in accordance with prevailing professional standards applicable to the architectural services proposed herein. In executing this AGREEMENT and providing services, ARCHITECT and its consultants agree it will: (1) use its best professional skill and judgment; (2) act with due care, exercise the ordinary care and skill expected in the industry, and in accordance with respective applicable standards of care under California law for providing similar service for projects of the size, scope and complexity of any and all assigned PROJECTS; (3) act in accordance with the terms of this AGREEMENT; and (4) that it shall assume overall responsibility for ensuring that the work is completed in a satisfactory manner and in compliance with all requirements of this AGREEMENT and all applicable federal, state and local laws and regulations, including DISTRICT policies.
- D. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by ARCHITECT.
- E. ARCHITECT shall prepare schematic design documents ("Schematic Design"), design development documents ("Design Development") and construction documents ("Construction Documents"). The Construction Documents shall be submitted to the Division of the State Architect ("DSA") for review and approval. Construction Documents shall include, but are not limited to, the plans, specifications and any and all other related design documents necessary for the construction of the PROJECT.
- F. ARCHITECT and DISTRICT recognize that at the point in time this AGREEMENT is made, the DISTRICT has not selected a project delivery method. This agreement is intended to apply to a hard bid project delivery method under Public Contract Code section 20111, a multi-prime delivery method and/or a Lease-Leaseback project delivery method under Education Code section 17406. If the District selects an alternative project delivery method, the parties will meet and confer in good faith and revise this AGREEMENT accordingly.

ARTICLE II SCOPE OF ARCHITECT'S BASIC SERVICES

- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. Planning Surveys: The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.
- L. 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.
- M. Budget and Operating Costs: ARCHITECT shall provide an initial budget for the PROJECT and shall provide periodic updates, as detailed further in this AGREEMENT.
- N. Interior Design: ARCHITECT shall provide interior design and other services required for or in connection with graphics and signage.
- O. 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.
- P. 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.*
- Q. 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.

- R. Maintenance Costs: ARCHITECT shall consider operating or maintenance costs when selecting systems for DISTRICT.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.
- X. 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.
- Y. 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

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.

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

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

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

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.

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.

“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.

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

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.

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

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.

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

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.

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:

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.

ARCHITECT shall collect from the contractor, review, and forward to DISTRICT all written warranties, operation manuals, spare parts and subcontractor waivers. ARCHITECT shall prepare or collect, as applicable and provide to DSA, all reports required by DSA on PROJECT, including the final verified report.

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.

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.

ARTICLE V DISTRICT'S RESPONSIBILITIES

- A. DISTRICT shall provide to ARCHITECT information regarding requirements for PROJECT, including information regarding DISTRICT's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.
- B. DISTRICT shall interact with ARCHITECT and name a representative authorized to act on its behalf. DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of PROJECT.
- C. DISTRICT shall furnish all inspection services.
- D. DISTRICT shall furnish all legal advice and services required for PROJECT, save for those services representing ARCHITECT.
- E. DISTRICT shall give prompt written notice to ARCHITECT if DISTRICT becomes aware of any fault or defect in PROJECT or non-conformance with the Construction Documents. However, DISTRICT's failure or omission to do so shall not relieve ARCHITECT of ARCHITECT's responsibilities under this AGREEMENT or Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. DISTRICT shall have no duty to observe, inspect or investigate PROJECT.
- F. DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of PROJECT, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade.
- G. DISTRICT shall furnish the services of geotechnical engineers when such services are reasonably requested by ARCHITECT. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- H. DISTRICT shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Construction Documents.

- I. Any auditing services the owner may require to verify the contractor's application for payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of DISTRICT.
- J. The services, information, surveys and reports required by Article V, Sections F through I above, shall be furnished at DISTRICT's expense, and ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.
- K. ARCHITECT shall prepare and DISTRICT shall approve a current, overall budget for PROJECT, including the construction costs for PROJECT.

ARTICLE VI TERMINATION

- A. Written Notice of Termination
This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a default or material failure of performance by such other party, including bankruptcy or insolvency of ARCHITECT, ARCHITECT's disregard of applicable law, codes, ordinances, rules or regulations, or if DISTRICT should decide to abandon or indefinitely postpone PROJECT.
- B. Abandonment of Work by DISTRICT
In the event of a termination based upon abandonment or postponement by DISTRICT, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under the AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due ARCHITECT for governing board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of the AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to ARCHITECT.
- C. Terminate Without Cause During Work on PROJECT
The AGREEMENT may be terminated without cause by DISTRICT during work on the PROJECT upon fourteen (14) days written notice to ARCHITECT. In the event of a termination without cause, DISTRICT shall pay to ARCHITECT for all services satisfactorily performed and all expenses incurred under the AGREEMENT reasonably supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due ARCHITECT for governing board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of the AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete

drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

D. Architect Obligations Upon Termination

Upon the DISTRICT's exercise of the right of termination under Article IV.A. or Article IV.C., the ARCHITECT shall take action as directed by the DISTRICT relative to on-going preparation of the Schematic Design and/or Design Development Documents or construction of a specific PROJECT. If requested by the DISTRICT, the ARCHITECT shall within five (5) days of such request, assemble and deliver to the DISTRICT all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the ARCHITECT under this AGREEMENT and/or the Project Assignment agreement. The ARCHITECT shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the ARCHITECT may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

E. Work During Dispute

In the event of a dispute between the parties as to performance of the work or the interpretation of the AGREEMENT, or payment or non-payment for work performed or not performed, the parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. District shall be entitled to withhold 150% of any amount in dispute. Payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) days after the funds are withheld by DISTRICT, unless both parties agree otherwise. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**ARTICLE VII
MEDIATION**

- A. Except in the event of the DISTRICT'S failure to make undisputed payment of the Contract Price due ARCHITECT, notwithstanding any disputes between DISTRICT and ARCHITECT hereunder, ARCHITECT and DISTRICT shall each continue to perform their respective obligations hereunder; including the obligation of the ARCHITECT to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- B. Prior to commencing any action against the other, DISTRICT and ARCHITECT shall endeavor to resolve claims, disputes and other matters in question between them by mediation. The Parties shall select a mutually agreeable mediator with public agency construction dispute experience.

- C. The parties shall share the mediator's fee and any filing fees equally.

**ARTICLE VIII
ACCOUNTING RECORDS OF THE ARCHITECT**

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

**ARTICLE IX
COMPENSATION TO THE ARCHITECT**

- A. For each assigned PROJECT pursuant to the separate Project Assignment agreement, the DISTRICT will pay the Contract Price set forth in the Project Assignment for the assigned PROJECT. Unless otherwise expressly provided in the Project Assignment for an assigned PROJECT, the Contract Price for an assigned PROJECT includes without limitation the ARCHITECT'S fee, its design consultants' fees, personnel expense of the ARCHITECT and its design consultants inclusive of all benefits and burdens, incidental expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development, travel for the personnel of the ARCHITECT and its design consultants to and from their respective offices and the DISTRICT as well as travel within the county of San Diego, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the Project Assignment for an assigned Project. If an Architectural Services Budget is established in the Project Assignment for an assigned PROJECT, the aggregate amount paid by the DISTRICT for the Basic Services for the assigned PROJECT shall not exceed the amount of the Architectural Services Budget.
- B. When ARCHITECT's Fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed.
- C. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and not to exceed state fee guidelines prior to approval by DISTRICT's governing board.
- D. Prior to the time the notice to proceed is issued to the contractor, ARCHITECT shall prepare an estimate for ARCHITECT's anticipated expenses on PROJECT. The parties recognize that this figure may be subject to adjustment as work proceeds. In the event the ARCHITECT exceeds this budget, ARCHITECT shall notify DISTRICT and both parties will agree upon a reasonable adjustment.

**ARTICLE X
REIMBURSABLE EXPENSES**

- A. Reimbursable expenses are in addition to compensation for basic and additional services and shall be paid to the ARCHITECT at one and one-tenth (1.10) times the expenses incurred by the ARCHITECT, the ARCHITECT'S employees and consultants for:
1. Approved reproduction of drawings and specifications in excess of the copies provided by the AGREEMENT, which includes sets of Construction Documents and all progress prints.
 2. Fees advanced for securing approval of authorities having jurisdiction over PROJECT.
 3. Items authorized in advance by DISTRICT, such as the expense of models, renderings, photographs, etc.
- B. Reimbursable expenses for each PROJECT will be estimated and shown on the PROJECT Assignment agreement, and this amount shall not be exceeded without the prior written approval of DISTRICT.
- C. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the contractor, shall be made to ARCHITECT as incurred.
- D. Reimbursable expenses shall not include:
1. Internal Check prints;
 2. Prints of plans or specifications made for ARCHITECT'S consultants and two copies of progress prints supplied to DISTRICT;
 3. Preliminary plans and specifications, unless said submittal is required;
 4. ARCHITECTS' consultants' reimbursables, unless incurred for those consultants authorized to perform Basic Services; certain reimbursable expenses of consultants authorized to perform services other than Basic Services may be incurred with the prior approval of the DISTRICT;
 5. Models or mock-ups;
 6. Long distance services, dedicated data and communication services, teleconferences, PROJECT web sites, and extranets;
 7. Postage, handling, and delivery; and
 8. Site office expenses.

**ARTICLE XI
EMPLOYEES AND CONSULTANTS**

- A. ARCHITECT, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements and on-site civil engineers.
- B. ARCHITECT shall submit, for written approval by DISTRICT, the names of the consultant firms proposed for PROJECT. Nothing in the AGREEMENT shall create any contractual relation between DISTRICT and any consultants employed by ARCHITECT under the AGREEMENT.

- C. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of ARCHITECT is not acceptable to DISTRICT, then that individual shall be replaced with an acceptable competent person at DISTRICT's request.
- D. The representative assigned to the PROJECT by ARCHITECT shall be a licensed California architect and be able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when not at the site.

ARTICLE XII MISCELLANEOUS

A. Indemnification

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

1. 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.
2. 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.
3. 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.

4. 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.

5. State Allocation Board

If requested, ARCHITECT shall assist DISTRICT and its consultants to apply for funding or reimbursement for the PROJECT from the State Allocation Board; however, ARCHITECT shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications prepared by the DISTRICT. ARCHITECT shall be responsible for submittals required of the ARCHITECT by the DSA, OPSC, and California Department of Education in connection therewith.

B. Maintenance of Insurance

ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which (acceptance will not be unreasonably withheld) will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

C. Insurance Requirements

Consultant shall provide District with a Certificate of Insurance showing a minimum \$1,000,000 combined single limits of general liability and automobile coverage as required by the State of California. Consultant shall provide District with a Certificate of Insurance showing a minimum \$5,000,000 professional liability coverage (including employment practices coverage). Consultant shall also obtain Sexual Abuse and Molestation coverage specially for the perils of molestation, sexual misconduct, or allegations of sexual abuse in an amount not less than \$1,000,000 aggregate.

If Consultant's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, Consultant is exempt from providing Sexual Abuse and Molestation coverage.

The certificate of liability insurance should be issued for "All OUSD Projects". All endorsements must be provided as part of the Certificate of Liability Insurance. The certificate holder should be listed as:

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

D. DISTRICT as Additional Insured

Each policy of insurance required in Section B. above, shall name DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance required above, shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

E. Insurance for Subcontractors

In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Section B., above, in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

F. Lack of Insurance Is Material Breach

Failure to maintain professional liability insurance is a material breach of the AGREEMENT and grounds for immediate termination under Article VI., Section A. herein.

G. Valuable Document Insurance

ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect DISTRICT in the amount of its full equity in those drawings and specifications and shall file with DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by ARCHITECT, and DISTRICT shall be named as an additional insured.

H. Architect Is Independent Contractor

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

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

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

K. The AGREEMENT shall be governed by the laws of the State of California.

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

M. The AGREEMENT represents the entire agreement between DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. The AGREEMENT may be amended or modified only by an agreement in writing signed by both DISTRICT and ARCHITECT. The AGREEMENT may be executed in counterpart and with facsimile signatures.

N. All notices under the AGREEMENT shall be in writing and shall be given by electronic mail (e-mail), facsimile transmission or U.S. mail to the addresses listed below. E-mail and facsimile transmissions shall be documented by the sending party with transmission receipts and the transmissions will be deemed received on the date of transmission with delivery confirmation. Transmissions by U.S. mail shall be deemed to have been received forty-eight (48) hours after deposit in the U.S. mail in registered or certified form with postage fully prepaid.

If to the DISTRICT: Oceanside Unified School District
Attn: Bond Construction Management Office
2111 Mission Avenue

Oceanside, CA 92058

If to the ARCHITECT: **[ARCHITECT FIRM]**
 [ADDRESS]
 [ADDRESS]

- O. The AGREEMENT may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- P. The AGREEMENT is subject to ratification or approval by the DISTRICT’s governing board.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT as of the Effective Date.

ARCHITECT:

DISTRICT:

[ARCHITECT FIRM]

Oceanside Unified School District

By:

By:

Name: _____

Name: _____

Title: _____

Title: _____

**ATTACHMENT “A”
(HOURLY RATES AND FEES)**

SAMPLE