

# **FARMERSVILLE UNIFIED SCHOOL DISTRICT**

**RFQ # 23-110**

## **Request for Qualifications for Architectural Services**

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**PROPOSAL DEADLINE: October 9, 2023**

**Submit Proposal to: Farmersville Unified School District**

**Office of the Superintendent, Dr. Sergio Chavez &  
Jason Kaff, Chief Business Officer**

**571 E. Citrus  
Farmersville, California 93223**

**Telephone: (559) 592-2010**

**Email: [schavez@farmersville.k12.ca.us](mailto:schavez@farmersville.k12.ca.us)**

## NOTICE CALLING FOR PROPOSALS

DISTRICT: **FARMERSVILLE UNIFIED SCHOOL DISTRICT**

PROPOSAL DEADLINE: October 9, 2023

PLACE OF RECEIPT: Farmersville Unified School  
District  
Attn: Jason Kaff, Chief Business Officer  
571 E. Citrus  
Farmersville, California 93223

NOTICE IS HEREBY GIVEN that the Farmersville Unified School District of Tulare County, California, acting by and through its Governing Board, hereinafter referred to as "District" will receive up to, but no later than, the above stated Proposal Submission Deadline, sealed Proposals at the place identified above for its upcoming **RFQ #23-110 Request for Qualifications for Architectural Services.**

Request for Qualifications documents can be downloaded from at [www.farmersville.k12.ca.us](http://www.farmersville.k12.ca.us).

Time is of the essence. The District reserves the right to reject any and all submissions, or any portion thereof, to negotiate with any or all responsive Firms, and to waive any deficiencies, irregularities or informalities in any proposal or during the evaluation process. The District intends to develop a pool of qualified consultants that the District will subsequently request more detailed proposals from as projects become defined in the future.

Any questions regarding the Request for Qualifications shall be directed to Jason Kaff, via email at [jkaff@farmersville.k12.ca.us](mailto:jkaff@farmersville.k12.ca.us). All responses will be posted on the District's website.

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# **1. Background and Overview**

## **1.1 Overview**

Farmersville Unified School District (FUSD, District) is in Tulare County with approximately 2,484 students in Kindergarten through Adult Education. The District is comprised of early childhood programs, three elementary schools, one middle school, one comprehensive high school, one continuation high school and one adult education program, as well as other education support facilities. More information about FUSD is available at [www.farmersville.k12.ca.us](http://www.farmersville.k12.ca.us).

## **1.2 Scope of Services**

Farmersville Unified School District seeks statement of qualifications (“Proposal”) in response to this Request for Qualifications (“RFQ”) from interested professional services individuals, firms and organizations (collectively, “Firm(s)”) capable of providing various architectural services for the District. The qualified Firms will be included in a pool of consultants that the District will subsequently request more detailed proposals from as projects become defined in the future.

The ideal Firm(s) should be able, under general direction, to prepare documents and oversee the implementation and construction of assigned projects. The Firm should have a successful resume of projects for California K-12 school facilities work, experience working with the California Division of the State Architect (DSA) for projects under the jurisdiction of DSA, and experience with other associated governmental agencies with jurisdiction over public school construction projects.

## **1.3 Scope of Projects**

Modernization, renovation, expansion, acquisition, construction/reconstruction, rehabilitation, and/or replacement of school and related facilities of the Farmersville Unified School District, including the furnishing and equipping of such school facilities, at all current and future sites and properties including schools and student support facilities like transportation yards, and district office.

Potential work for the following schools may include, but not be limited to, the list of items below.

High School: Farmersville High School

Middle School: Farmersville Jr. High School

Elementary Schools: Freedom, Hester and Snowden Elementary Schools

Adult School: Farmersville Adult School

Alternative School: Deep Creek Academy

- Repair or replace leaky roofs.
- Construct science labs and career technical education facilities.
- Make health, safety and handicapped accessibility improvements.
- Repair/replace existing deteriorating plumbing systems, including drainage, irrigation and sewer systems.
- Update inadequate electrical systems.

- Upgrade outdated existing heating, ventilation, and air-conditioning systems and provide HVAC systems where none exist.
- Repair, upgrade or replace existing shade structures. Provide new structures where none exist.
- Modernize, renovate, repair, expand and/or upgrade the interior and/or exterior of existing classrooms and school facilities (including but not limited to doors, windows, casework, fencing, painting, signage, and railings).
- Install energy efficient systems including "green" building projects and sustainable building practices to promote energy-efficiency (e.g., windows, solar, lighting, electrical systems panel, HVAC etc.).
- Improve student access to computers and modern technology.
- Renovate, upgrade, and modernize student support facilities including outdated restrooms, libraries, cafeterias/kitchens, and multipurpose rooms/gymnasiums.
- Improve student drop-off and pick-up areas to increase student safety.
- Upgrade and repair athletic fields and facilities for school and community use.
- Replace temporary portables with new, modular, or permanent classrooms.
- Upgrade and replace classroom furniture, equipment and instructional devices.
- Upgrade and expand campus wide-intercom system, wireless systems, and telecommunications, internet, and network connections.
- Address unforeseen conditions revealed by construction/modernization (such as plumbing or gas line breaks, dry rot, seismic, structural, etc.).
- Remove, repair, and refinish building and site areas damaged by dry rot, water, termites, etc.
- Abate and remove hazardous materials identified prior or during construction.
- Repair, replace and/or upgrade paved surfaces, turf, and other grounds to eliminate safety hazards and improve outside instructional areas.
- Other improvements required to comply with existing building codes, including the Field Act, and handicapped access requirements of the Americans with Disabilities Act.
- Necessary preparation/restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines (such as gas lines, water lines, electrical lines, sewer lines, and communication lines), trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property.
- Rental or construction of storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel, and interim classrooms (including relocatable buildings) for students and school functions or other storage for classroom materials displaced during construction.
- Pool renovations or replacement.

- Theater renovations.
- Replace temporary portables with new, modular, or permanent classrooms.
- Upgrade and expand campus wide-intercom system, wireless systems, and telecommunications, internet, and network connections.
- Evaluate and provide campus security cameras.
- Upgrade and repair P.E. fields and facilities for school and community use, including playgrounds and play fields.
- Replace temporary portables with new, modular, or permanent classrooms.
- Upgrade and expand campus wide-intercom system, wireless systems, and telecommunications, internet, and network connections.

The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board of Education. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

#### **1.4 Requested Services**

Firms, if awarded a contract, shall provide such services as are customarily rendered for K-12 public school facilities projects. Following are examples of the services to be considered under this RFQ:

- Provide professional services as outlined and required by the District.
- Coordinate and supervise all activities as related to the assigned scope of work.
- Assist Farmersville Unified to develop/create/update standards.
- Future/long-term/short-term planning.
- Sequencing of facility improvements in coordination with required operations.
- Project support for projects with varying degrees of complexity.
- Miscellaneous design and planning services - (as needed/to be determined).
- ADA upgrades.
- Structural upgrades.
- MEP upgrades.
- Landscape upgrades.
- Upgrades related to special programs.
- New Construction.

- Building modernizations.
- DSA close-out and certification of projects.
- Verify and warrant compliance with all applicable current codes.
- Deliver complete documents within the project scope, project budget and schedule.
- Collaborate with District Maintenance, Operations and Facilities Department, stakeholders and District consultants in design, construction, and modernization; including presentations as required.

Selected Firm(s) shall be required to attend, record, facilitate and make presentations at District or project meetings as required for purposes of programming, design development and final approval processes and as determined by District in its reasonable discretion.

Any work being contemplated is for the future and no construction delivery methods have been determined. There is no guarantee that any work or project will be initiated or awarded to any qualified Firm. The District reserves its right to supplement the pool of qualified consultants in the future and/or add additional professional services. Selected Firms further agree to submit any new or updated information or documents at any time requested by the District even after being qualified and selected to be in the District's pool of potential consultants.

### **1.5 Term of Qualification**

Selected Firms shall be eligible for future work and projects for up to three years upon approval. The District, in its sole discretion, may elect to extend the period of qualification. The District may request additional information or documents to maintain a Firm's qualification status or as a condition to extend a Firm's period of qualification.

### **1.6 Insurance**

The Selected Firm(s) shall be required to meet all insurance requirements in the District's applicable form agreement. For services not covered by a District form agreement the Firm must obtain and/or maintain a policy of general liability and professional liability insurance, written on an "occurrence" basis, with minimum limits of \$1,000,000 per occurrence/ \$2,000,000 aggregate, as well as proof of workers compensation insurance as required by the State of California Labor Code. The Selected Firm(s) shall file a certificate of insurance with an endorsement naming the District as an additional insured evidencing such policy with the District prior to the execution of the Agreement, and Firm(s) shall maintain such insurance throughout the term of the Agreement. Depending upon the nature of the future projects, additional insurance may be required by the District. See the District's form agreements for additional insurance requirements.

### **1.7 Firm Staff Clearance**

The Firm's employees or subcontractors must be identified to the District and any staff of the Firm working on any District site must be cleared by the District prior to working on any District property. This includes, but is not limited to, clearance for fingerprints pursuant to Education Code section 45125.1.

### **1.8 Invoices**

Firm will be expected to prepare separate invoices for any project for which the Firm is engaged. Invoices must be emailed to the appropriate Accounts Payable contact in the District Office. The District

payment terms are net 30 days for goods and/or services received in satisfactory conditions and for which an approved invoice has been received.

## **2.0 INSTRUCTIONS TO FIRMS**

### **2.1 Proposal Contact and Correspondence**

All correspondence related to the RFQ must be directed to the following designated District RFQ contact:

Jason Kaff, Chief Business Officer  
Farmersville Unified School District  
571 E. Citrus  
Farmersville, California 93223

There will be no verbal understandings recognized by the District.

No Firm should attempt to contact or obtain information from any other District representative, and no Firm shall contact any members of the District's Board of Education. Doing so may result in immediate disqualification of a Firm's Proposal.

All RFQ documents are posted on the District website: <https://www.farmersville.k12.ca.us>

### **2.2 Proposal Deadline and Submission**

Proposals must be received no later than 10:00 a.m. on October 9, 2023.

Firm to submit:

One (1) Master Bound Hard Copy of the Proposal Five (5) Additional Bound Hardcopy Proposals One (1) Electronic Proposal on Flash Drive

**Proposal shall be clearly marked: "Proposal for RFQ #23-01, Request for Qualifications for Architectural Services".**

**The Proposal shall be submitted to:**

**Farmersville Unified School District  
Attn: Dr. Sergio Chavez, Superintendent/ Jason Kaff, Chief Business Officer  
571 E. Citrus  
Farmersville, California 93223**

Time is established per the District official clock.

### **2.3 Delivery to District**

A written Proposal must be received at the District Office, no later than the Proposal Submission Deadline specified in the Calendar of Events. No telegraphic, facsimile, or emailed Proposal will be accepted. The District assumes no responsibility for late delivery or any misdirected mail.

If discrepancies between two (2) or more copies of the Proposal are found, the Proposal may be rejected. If, however, the Proposal is not rejected, the master copy will provide the basis for resolving such discrepancies.

## 2.4 Withdrawal, Resubmission or Modification

A Firm may withdraw the Proposal at any time prior to the Proposal Submission Deadline specified in the Calendar of Events, by submitting a written request for its withdrawal to designated District RFQ contact, signed by the Firm or authorized agent. The Firm may thereafter submit a new or modified Proposal prior to the Proposal Submission Deadline. Modifications offered in any other manner, oral or written, will not be considered. A Proposal cannot be changed, corrected, or withdrawn after the Proposal Submission Deadline.

## 2.5 Calendar of Events

| Event  | Details   | Date  |
|--|---|---|
| Advertisements - RFQ Posting   | Local/Regional Newspaper(s),<br>Builders Exchange:<br><a href="https://www.tkcb.com">https://www.tkcb.com</a><br>District's Website:<br><a href="https://www.farmersville.k12.ca.us">https://www.farmersville.k12.ca.us</a> | September 21, 2023<br>and<br>September 28, 2023 |
| Last Day to Submit Questions (RFIs)  | Emailed to:<br><a href="mailto:schavez@farmersville.k12.ca.us">schavez@farmersville.k12.ca.us</a>   | October 3, 2023 at<br>10:00 a.m.                |
| Response to Questions Posted   | <a href="https://www.farmersville.k12.ca.us">https://www.farmersville.k12.ca.us</a>   | By October 5, 2023<br>at or about 10:00<br>a.m. |
| Proposals Due  | Farmersville Unified School District<br>571 E. Citrus<br>Farmersville, California 93223   | October 9, 2023 no<br>later than 10:00 a.m.     |
| Interview, if required by District   | Farmersville Unified School District<br>571 E. Citrus<br>Farmersville, California 93223   | October 10, and/or<br>11, 2023                  |
| Projected Board of Education<br><br>Approval of List of Qualified<br>Firms | October 24, 2023  |   |

All dates are subject to change. Amendments to these dates and other aspects of the RFQ, will be posted at <https://www.farmersville.k12.ca.us>.

## 2.6 Preparation

The Proposal should be prepared in such a way as to provide a straightforward description of Firm capabilities to satisfy the requirements of this RFQ. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and completeness and clarity of content.

The completed documents(s) should be without interlineations, alterations, or erasures. The Proposal should present all information in a concise manner, neatly arranged, legible, and in terms understandable for evaluation. All information requested is to be addressed directly and completely. It is more desirable

to give additional information than less when the answer could be misinterpreted.

Responses must follow District prescribed format and the Firm must provide all documents and forms provided in this RFQ. Proposals that do not include all required documents may be deemed non-responsive at the District's sole discretion.

Firm is fully responsible for all costs associated with the preparation and delivery of any Proposal submitted to the District.

## **2.7 False and Misleading Statements**

A Proposal which contains false or misleading statements, or which provide references which do not support an attribute or condition contended by the Firm may be rejected. If, in the sole opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, which is a condition or capability of a requirement of this RFQ, the Proposal shall be rejected.

## **2.8 Request for Information (RFI)**

Firms are encouraged to ask questions during the open RFQ question period. All questions shall be in writing and submitted to the listed contact person. Questions must be received by the deadline specified in the Calendar of Events. There shall be no verbal understandings or clarifications recognized by the District. Responses to all RFIs received by the written deadline will be posted on the District website. Requests for clarification or modification to the form must be submitted through the RFI process.

## **2.9 Amendments to the RFQ**

During the RFQ period, the District may amend the RFQ. Amendments to the RFQ and/or calendar of events will be posted at <https://www.farmersville.k12.ca.us>.

## **2.10 Limits of the RFQ**

FUSD reserves the right to reject all Proposals and will determine what future action, if any, will be taken. All costs incurred in the preparation or submission of a Proposal shall be entirely the responsibility of the Firm and shall not be chargeable directly or indirectly to the District.

## **2.11 Public Records Act**

All records, documents, drawings, plans, specifications and other materials submitted by Firm in its Proposal and during the course of any work awarded shall become the exclusive property of FUSD and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). FUSD's use and disclosure of its records are governed by this Act. FUSD will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act. FUSD will endeavor to inform the Firm of any request for the disclosure of such information. Under no circumstances, however, will FUSD be responsible or liable to Firm or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their Proposal as exempt from disclosure without justification may, at FUSD's discretion, be deemed non-responsive. FUSD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary." If litigation is brought under the Public Records Act concerning documents submitted in response to this RFQ, the appropriate Firm shall indemnify, defend and hold harmless FUSD, its Board of Trustees, officers, agents, employees in such litigation.

## **2.12 Examination of RFQs**

At its own expense and prior to submitting its Proposal, each responding Firm shall examine all documents relating to the RFQ; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the services, including the costs of permits and licenses required for the services; determine the character, quality, and quantities of the services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the RFQ. The RFQ documents are only provided as information for the Firms. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful Firm resulting from any variance between the conditions given in the RFQ documents and the actual conditions revealed during the progress of the services. Firm agrees that the submission of a RFQ shall be incontrovertible evidence that Firm has complied with all the requirements of the RFQ documents.

## **2.13 Signature**

Any signature required on RFQ documents, must be signed in the name of the Firm and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if Firm is a corporation, the legal name of the corporation shall first be set forth, together with two (2) signatures; one (1) from among the chairman of the board, president or vice president and one (1) from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature. Where indicated, in the event that the Firm is a joint venture or partnership, there shall be submitted with the RFQ certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Firm, who shall act in all matters relative to the joint venture or partnership. If the Firm is an individual, his/her signature shall be placed on such documents.

## **2.14 Responding Firms Interested in More Than One RFQ**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one (1) Proposal for the same services.

## **3.0 EVALUATION AND AWARD**

### **3.1 General Information**

Proposal Evaluation - FUSD will review submittals and preference will be given to the Firm(s) that demonstrate superiority, professionalism, innovative approaches, technical and contractual solutions, additional services and flexibility in developing and implementing successful projects.

The District shall make its evaluation in its sole discretion and its decision shall be final. Upon review of responses, FUSD, at its sole discretion, may choose to meet with Firms for further evaluation. Firms who are unable to meet the District's schedule and/or requirements are subject to Proposal rejection.

FUSD will select the Firm(s) most qualified and FUSD reserves the right to negotiate and contract with any Firm(s) responding to this RFQ based upon its judgment of the qualifications and capabilities of the Firms(s) and their proposed rates for the services requested.

This RFQ does not commit Farmersville Unified to negotiate a contract.

FUSD shall select the Firm(s) which it believes are qualified and in the best interest of the District. Firms must submit their Proposals, as well as all required documents as noted in Appendices A and B. All forms

are provided in the RFQ documents.

### **3.2 Proposal Evaluation Criteria**

During the evaluation period, the District reserves the right to conduct telephone or email conversations with a Firm to clarify Proposals; competitively negotiate; ask questions or obtain additional information. The criteria listed in the scoring matrix is not necessarily an all-inclusive list. While price will be the most heavily weighted criteria, the order of appearance is not intended to indicate relevance of importance.

The District will determine the Firms which provide the best overall services and costs and those Firms will be included in a pool of consultants that the District will subsequently request more detailed proposals from as projects become defined in the future. FUSD shall not be obligated to accept the lowest priced Proposals, but will make an award in the best interest of the District after all factors have been evaluated. All Proposals received in response to this RFQ will receive a fair and impartial evaluation by the District. In conducting this evaluation, the District may obtain and use information, in addition to that contained in the Proposals, from any source desired. If Firm's Proposal meets with District's interest, the customers on each Firm's reference list may be contacted, as may other customers selected by the District and listed by the Firm as a reference.

#### Firm Presentation

The District reserves the right to conduct in-person or online interviews and/or require formal presentations with Firms whose Proposal meets the District's requirements and expectations. The District reserves the sole right to determine if a potential Firm will be invited for an interview. Firms invited for a presentation/interview must be represented by the individuals who will be the prime contact persons to the District, as well as other key project team members. A Firm's inability to respond to any request for clarification and/or oral presentation may be cause for disqualification.

#### Prior Experience

Districts may use its prior experience with Firm services as part of the evaluation process.

#### Discussions

Discussions may, at the District's sole option, be conducted with responsible representatives from Firms whose submitted Proposals are determined to be reasonably susceptible of being selected. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for clarifications. District may request clarifications of Proposals submitted. In conducting discussions, the District will not disclose information derived from Proposals submitted by competing firms.

### **3.3 Requirements**

Firms should meet all of the requirements defined in this RFQ, including, but not limited to, conformance to the terms and conditions of this RFQ, contract requirements and general terms. Firms that do not meet the minimum requirements may be disqualified at the District's sole discretion.

### **3.4 Evaluation**

Qualifying Firms will be evaluated on their complete Proposal, based on the following considerations:

|  |
|--|
| <b>FACTOR</b>  |
| Cost of Effectiveness  |
| Organization, content of submittal, and compliance format requirements   |
| Firm's history and resource capability to perform required services  |
| Evaluation of assigned personnel   |
| Successful and similar projects for other school districts   |
| Familiarity with local area - geography and facilities   |
| Experience and technical qualifications and competence of the Firm. Recent experience in conducting similar scope, complexity and magnitude for other school designs on design, construction services and modernization projects |
| References, Financial Resources, Litigation History  |
| Exceptions to District's Form Agreement (Appendix C)   |
| Demonstrated ability to meet the District's needs as set forth in this RFQ   |

### 3.5 Minimum Requirements

Proposals are expected to meet the requirements specified in this RFQ document. Services not meeting the criteria, as determined solely by Farmersville Unified, may be cause for the rejection of the Proposal, or services. All costs to remedy to the District's satisfaction will be borne by the Firm.

### 3.6 Award

Qualified Firms selected to be added to the pool of service Firms will be notified in writing after the District has fully evaluated all Proposals and the list of Firms has been approved by the Board of Education. After Firms have been added to the pool of service Firms, the District may request for Firms provide more detailed proposals related to the specific project, and the District will negotiate and contract directly with any or all of the Firms for any future projects contemplated by the District. The District is not obligated to explain any deficiencies in submitted RFQ documents, not accept request for justifications from Firms not selected.

### 3.7 Contract and Guarantees

Following the selection of a Firm to the pool of approved Firms, if the District decides to move ahead with a project and one of the selected Firms is asked to provide services, the District will prepare and negotiate an agreement with the selected Firm to deliver the proposed services and products for future projects. This RFQ does not commit the District to negotiate a contract with any Firm selected for the on-call pool. There is no commitment from the District that any projects will be awarded. The selected Firm will guarantee that the proposed services conform in all respects to the District's specifications in this RFQ and the selected Firm's Proposal and all documentation accompanying or referred to in this RFQ.

If a contract is awarded as a result of this procurement process all guarantees made by the selected Firm, including the Firm's response to the RFQ, shall be incorporated into the Agreement resulting from

this RFQ, and shall be binding upon the Selected Firm. This RFQ, any RFI responses, amendments, and the selected Firm's Proposal will become a part of the Agreement as applicable. All RFQ requirements and guarantees made by the Firm shall apply unless explicitly waived by the District. Any Proposal attachments, documents, letters, and materials submitted by the Firm shall be binding and may be included as part of the Agreement. Submission of a successful Proposal is not the end of the contractual process; further negotiation over the agreement terms and conditions will be necessary, which, in and of itself, could change the Selected Firm.

Copies of the District's form agreements for the various services requested in this RFQ are posted at: <https://www.farmersville.k12.ca.us>. Firms shall review the District's form agreement applicable to the Firm and list any comments or exceptions to the agreements and submit them with the Firm's proposal. Any Proposal that does not contain any exceptions to the District's form agreements shall be construed as the Firm's representation and agreement that no changes to the form agreements are required by the Firm.

#### **4.0 SUBMITTAL REQUIREMENTS**

The RFQ responses must be organized per the sections below and be clearly labeled to indicate what type of professional services you provide on the cover of the Proposal. Submitting Firms shall demonstrate technical and managerial capability across a broad range of services, including design, construction, close-out, estimating and schedule services (as applicable to the Firm). FUSD will consider background and experience factors in the evaluation of submittals. Each Firm responding to the RFQ shall address the following items in its Proposal, in the order listed below, which shall be identified as items (A) through (P) in the Proposal.

**Proposals are limited to 30 pages, minimum 12 pt. font. Tabs, cover letter, resumes, table of contents are not included in 30-page limit**

A. Cover Letter - Include a cover letter signed by an individual authorized to bind the firm. Cover letter should include the following:

- Legal contractual name of the Firm and type of entity (corporation, partnership, etc.)
- Contact person name, title, and contact information
- Business headquarters' mailing address, business telephone, and email address
- Number of years in business and the date Firm was established
- Summarize key elements of the Proposal
- Indicate the address and telephone number of the Firm's office located nearest to Farmersville Unified School District and the office from which the projects will be managed.
- Federal Tax Identification number
- Include a statement that warrants the truth and accuracy of the information included or representations made in the Proposal under penalty of perjury and signed by the appropriate person having legal authority

B. Table of Contents

A table of contents of the material contained in the submittal package should follow the cover letter.

C. Description of Firm and Approach to Work

- Provide specific information regarding the size, financial strength, location, nature of work performed and number of years in business
- Describe Firm's approach to work, including list of project management team, coordination methodologies, analysis and research approaches and ability to respond to emergencies and delays
- Availability - Describe how the Firm will respond to requests for assistance on projects and work within the District's timelines for future projects
- Describe Firm's knowledge and understanding of the local environment and a local presence for interacting with VUSD

D. Background of Professional Service Firm's Personnel

- Identify all personnel employed by the Firm who will work on project(s) directly with the District, including staff from other local offices, as well as the executives who will support and provide oversight
- Include a proposed organization chart depicting your project team(s)
- Description of the Firm's qualifications and relevant project experience
- Describe the role and responsibilities of each individual listed
- Include a resume for each person that may be assigned to Projects, specifying education, background, experience and continuing education. Resumes must be included in this section of the Proposal
- Include the Professional Licenses held by key personnel, if applicable

E. Consultants/Subcontractors

Indicate the extent to which the Firm will or intends to use consultants or subcontract any of its services. Identify each person or entity the Firm intends to use and specify the scope of the work that shall be performed by that person or entity. Unless the District consents, in its sole discretion, the Firm may not subcontract any portion of the work on a project to a consultant or subcontractor without prior consent of the District.

F. Experience in Design and Construction/Modernization of School Facilities Detail the following:

- Firm's methodology / approach to developing scope of work for projects
- Firm's approach for developing scope of work for various types of projects
- Firm's experience with various project delivery methods; addressing the areas that are self-performed, subcontracted, team delivered, etc.
- Step-by-step description of typical project implementation and the specifications of a typical K- 12 project
- Provide a detailed summary of the Firm's experience in working with other California school

districts, including:

- information regarding programming, planning, and providing “field” services for the construction or modernization of educational facilities
- Provide examples: minimum of five (5) projects for California public schools in the last 10 years. DSA experience is required
- Identify the school district that the work was performed and list the contact name/phone number
- Scope of work
- Role on project
- Project budget
- Project type
- Project contact
- History of successful DSA project close-outs including time frame
- Provide a copy of the Firm’s last audited financials and provide evidence of insurability
- Description of any unique capabilities that would be useful to specific needs of FUSD projects
- Description of Firm's commitment to and experience with obtaining project closure status, as well as experience with DSA, for public school projects
- Knowledge and understanding of applicable California codes
- An established record of technical performance on typical projects at K12 school sites, including in the area of energy conservation upgrades: HVAC, lighting and building envelope (as applicable to the Firm)
- Credentialed, trained and knowledgeable staff
- Competent management support at all levels

G. Experience with Green Technology

Describe the firm’s experience, approach and methodology in regard to:

- LEED Certification
- Collaborative for High Performing Schools (CHPS)
- California Green Building Standards Code
- Green Buildings and Construction in General
- Proposition 39 Projects

H. Litigation/ Claims History

Include a statement declaring whether the Firm has been a party to suits, claims or similar actions.

- The Firm shall identify all litigation in the last ten (10) years, filed either by an owner, owner's consultant or contractor, which names the Firm, Firm's employees, Firm's consultants, engineers, or Consultant's employees as defendants of any tier. State the nature of the complaint, the beginning and end date, or anticipated end date, of each lawsuit, case number of proceeding, and the judgment or resolution or the anticipated judgment or resolution.
- The Firm shall identify any litigation in the last ten (10) years the Firm has filed against an owner, owner's consultant or contractor related to or arising from any construction project.
- The Firm shall identify all claims in the last five (5) years, filed either by an owner, owner's consultant or contractor, which involves the Firm, Firm's employees, Firm's consultants, engineers, or Consultant's employees. State the nature of the claim and the resolution or the anticipated resolution of the claim.
- The Firm shall list identify litigation in the last five (5) years the Firm has filed against an owner, owner's consultant or contractor related to or arising from any construction project.
- The Firm shall disclose whether the Firm has been terminated either for cause or for convenience by an owner in the last seven (7) years related to or arising from any construction project.
- The Firm shall state whether the Firm has or has not filed a petition for bankruptcy. If the Firm has filed a petition for bankruptcy, the Firm shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

I. Complaint History

The Firm shall disclose the complaint(s), if any, that have been lodged against the Firm with any local public agency, any agency of the State of California, or any professional organization with which the Firm is affiliated and, if so, describe the nature of the complaint(s) and outcome(s) or anticipated outcome(s).

J. Insurance Claims History

The Firm shall describe the outcome of claims, if any, filed against Firm's general liability or professional liability or automobile liability insurance carriers during the past five (5) years. Identify the firm's insurance carriers' name and address and policy number(s) for general liability and professional liability for the past five (5) years.

K. References

The Firm shall list a minimum of five (5) references for relevant California public schools, colleges, or other relevant DSA projects completed within the last five (5) years. Include the District name, Project name, construction value, a current owner contact and title with contact information. Firms must return the completed Appendix A.

L. Experience with State Regulatory Agencies

Specify the Firm's experience working with state agencies, including the Office of Public School Construction, State Allocation Board, Department of Education, Division of the State Architect and the Department of Toxic Substances Control.

M. Knowledge of State Funding for School Construction/Reconstruction

If applicable to the type of Firm, description of Firm's expertise in applying/securing funding for infrastructure improvements for K12 clients - including but not limited to:

- Third party funding including, but not limited to, state, federal, and utility funds, grants, rebates, incentives, etc.
- Financing options, procurement options, etc.

N. Project Plan and Methodology

Describe the procedures the Firm will employ to ensure that the needs of the District will be satisfied, including completion of projects in a cost-effective and timely manner. Include Firm's requested process if it is asked to provide personnel and other resources necessary on a project.

O. Billing Rates

Describe the method proposed by the Firm for calculating and charging fees for performance of work on project(s), including whether fees will be based on time and material, percentage of construction, a not-to-exceed fee, some other method, or a combination of methods. For architects, please confirm using the Office of Public School Construction (OPSC) sliding scale for new construction and modernization is agreeable.

- If the proposed fee approach includes hourly billings for any phase of work or, if hourly billings against a not-to-exceed total is proposed, include a complete listing of positions and hourly billing rates that could apply to Projects. If any escalation above the stated rates is proposed, identify the basis, timing and amount of such escalation.
- Identify whether you propose to bill reimbursable costs at cost or if you propose to add a mark-up to such costs and the amount of mark-up.
- Please provide fully burdened hourly rates for any additional services.

P. Exceptions to Form Agreement

Identify in detail any exceptions to the District's form agreement that is applicable to your Firm's services and state any proposed revisions. Please note that the scope of exceptions requested or required by the Firm will be considered as part of the overall evaluation of Proposals.

Q. Additional Requirements for Specific Services

Firms that are submitting Proposals to provide the following professional services must provide all additional information and documents set forth in the corresponding appendices:

|                            |            |
|----------------------------|------------|
| References                 | Appendix A |
| Architectural/Engineering: | Appendix B |

R. Other

Each Firm is encouraged to provide any additional information or description of resources that Firm believes is pertinent to this RFQ. Do not include brochures or other marketing-related materials.

**APPENDIX A REFERENCES**

**Provide references with similar scope of work per specifications.**

(References must be provided for each company involved in the completion of the work.)

School Name:

Contact:

Address:

Phone:

Email:

Dates of Service:

Work Performed:

School Name:

Contact:

Address:

Phone:

Email:

Dates of Service:

Work Performed:

School Name:

Contact:

Address:

Phone:

Email:

Dates of Service:

Work Performed:

School Name:

Contact:

Address:

Phone:

Email:

Dates of Service:

Work Performed:

School Name:

Contact:

Address:

Phone:

Email:

Dates of Service:

Work Performed:

## **APPENDIX B**

### **SUPPLEMENTAL/ ADDITIONAL INFORMATION REQUIRED FOR FIRMS PROPOSING TO PROVIDE**

#### **ARCHITECTURAL/ ENGINEERING SERVICES**

Please provide the following supplemental/ additional information with any Proposal providing architectural or engineering services.

1. Describe your firm's process to produce construction documents to minimize or eliminate the necessity for revisions or changes to the construction documents after commencement of construction.
2. Describe your firm's process for performing constructability reviews with the owner or its construction manager and ensuring all comments are incorporated into the construction documents before bidding.
3. Describe your firm's process for performing value engineering and making recommendations to owners.
4. Describe your project administration practices and procedures. Describe the process to be used to administer the construction phases, e.g., meetings, site visits, requests for information, etc. Include your firm's policy regarding Requests for Information and average response time.
5. Describe your firm's experience with the DSA Construction Oversight Process (PR 13-01) and Construction Change Documents.
6. Describe your mode of response to District's requests for program design changes, to a field clarification, and to a change request/ change order.
7. Briefly explain how your firm coordinates and interfaces between firms' drawings and those of consulting professionals.
8. Describe your process to ensure that designs are efficient and cost effective to construct.
9. Describe your methods for determining the validity and cost responsibility of change orders.
10. Describe your experience in designing and administering the construction of schools with short timelines.
11. Describe your responsibilities at construction completion. Include your methods for reviewing and resolving punch list items and confirming that equipment and other elements of the project function properly.
12. Describe your process for obtaining DSA close-out and certification.
13. Describe your process for handling claims by contractors.
14. Describe your commitment to energy conservation and sustainability and how you view sustainability in relation to the design of existing buildings. Include your familiarity with new emerging energy technologies, such as high-performance glazing, waste energy recovery, HVAC controls, etc.

15. Describe your firm's experience with LEED construction and whether your firm or members of your firm are LEED certified.
16. Describe the special strengths that your firm can bring to the projects and how these set your firm apart from others.
17. Describe your firm's experience with the Office of Public School Construction (OPSC) and the State Allocation Board (SAB.)
18. Describe your firm's experience with maximizing and leveraging funding for California public school construction projects.
19. Describe your firm's experience with different construction delivery methods including, but not limited to, lease-leaseback, design-build, CM at-risk, etc.
20. Describe your firm's approach to preparing construction cost estimates for projects including methodology, steps to ensure accuracy, contingencies, etc. Be prepared to provide a sample cost estimate upon request.
21. Pursuant to Public Contract Code section 20103.6, the District will require all firms selected to provide architectural services for a project to enter into the agreement set forth in Appendix C.

**APPENDIX C – FORM AGREEMENT**  
**MASTER ARCHITECTURAL SERVICES AGREEMENT**

This Master Architectural Services Agreement (“AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by and between the FARMERSVILLE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT,” and \_\_\_\_\_, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following Recitals which are part of this AGREEMENT:

**WHEREAS**, DISTRICT desires to obtain architectural services for various projects throughout the District using various funding sources including, but not limited to, funding from the state (“BUILDING PROGRAM”);

**WHEREAS**, an individual project or all projects comprising the BUILDING PROGRAM shall be referred to as “PROJECT” or “PROJECTS”;

**WHEREAS**, the DISTRICT has fully not developed PROJECTS included in the BUILDING PROGRAM, and therefore, as each PROJECT becomes defined, the PARTIES agree this AGREEMENT will be supplemented from time to time with individual “SCOPE AMENDMENT(S)” which will supplement this AGREEMENT and which will particularize and more fully describe tasks and/or services to be performed pursuant to the terms of this AGREEMENT; provided that, the ARCHITECT (and its services) shall, in each instance in which the ARCHITECT is assigned a task or PROJECT under any such “SCOPE AMENDMENT”, continue to be governed by the terms of this AGREEMENT in addition to the specific additional tasks and requirements set forth in the subsequent “SCOPE AMENDMENT(S)”;

**WHEREAS**, in no event shall the DISTRICT be obligated or required to issue any SCOPE AMENDMENT to ARCHITECT. ARCHITECT shall only receive payment pursuant to this AGREEMENT for individual SCOPE AMENDMENT(S) that are issued and approved by the DISTRICT;

**WHEREAS**, the PARTIES agree that the written SCOPE AMENDMENTS shall reference this AGREEMENT as well as identify the specific portion of the PROJECT that is being incorporated into this AGREEMENT by referencing the name of the improvement, location, scope of work, ARCHITECT’s project number, and basis of compensation. If the proposed PROJECT will use a construction delivery method other than the traditional design-bid-build method, the SCOPE AMENDMENT shall include appropriate revisions including, but not limited to, what costs are included to define Construction Costs used to calculate the ARCHITECT’s Fee. A sample SCOPE AMENDMENT form is attached hereto as Exhibit “B”;

**WHEREAS**, the ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete each PROJECT and any other tasks/projects assigned to the ARCHITECT as further described in the various SCOPE AMENDMENTS to this AGREEMENT;

**WHEREAS**, the terms and conditions set forth in this AGREEMENT shall apply to any

subsequent PROJECTS covered by a SCOPE AMENDMENT unless specifically noted otherwise in the SCOPE AMENDMENT;

**WHEREAS**, the PARTIES agree that the terms of this AGREEMENT shall be controlling in the event of a conflict or inconsistency between the terms of any SCOPE AMENDMENT with the terms set forth in this AGREEMENT, unless otherwise set forth in this AGREEMENT;

**WHEREAS**, the ARCHITECT understands and agrees that the execution of this AGREEMENT by the PARTIES does not require the DISTRICT to award any specific PROJECTS, tasks, or work to the ARCHITECT; and

**WHEREAS**, ARCHITECT employs Architects who are licensed to provide architectural services in conformity with the laws of the State of California.

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT, as well as any services described in any SCOPE AMENDMENT(S) which shall be executed between the PARTIES as set forth hereinabove. The ARCHITECT understands and acknowledges that the term of this AGREEMENT may not exceed five (5) years as set forth in California Education Code Section 17596.

2. The ARCHITECT's services shall be performed in a manner which is consistent with the usual and customary professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession at the time the services are rendered in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review 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 the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect ("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public-school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all on-site structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for on-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities through utility information provided by governmental and utility agencies having jurisdiction, and/or for any design or documentation required to make perpendicular points of connection to existing utility services that may be located on the PROJECT site or located immediately off the PROJECT site and adjacent to the PROJECT site and which are required for the PROJECT.

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

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will maximize the efficient and timely completion of the PROJECT in accordance with the approved PROJECT schedule. Such phasing will be determined and approved by the DISTRICT in writing prior to completion of the Design Development phase of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements prior to preparing preliminary designs for the PROJECT for the DISTRICT's approval. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, (as opposed to actual record data base map surveys, to be provided by the DISTRICT) site evaluations and comparative studies for the existing PROJECT site.

8. The 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.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction, so long as such changes are not inconsistent with prior DISTRICT written directives and approvals. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs for DISTRICT review, direction and approval, as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In some instances, additive and/or deductive bid scope items may be incorporated into the PROJECT, as approved by the DISTRICT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will be included in the total Construction Cost used to calculate the ARCHITECT's fee unless an alternate fee basis is agreed upon in writing between the ARCHITECT and the DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the 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.

17. The ARCHITECT shall cooperate and consult with DISTRICT in 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 the 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 §3400. DISTRICT shall be required to provide the ARCHITECT with the DISTRICT standardized criteria and the ARCHITECT shall be able to reasonably rely upon the information provided by the DISTRICT.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will require as a part of the Construction Documents that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources to the extent such alternative funding is available and applicable to the PROJECT scope.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT. However, with regard to matters in which the ARCHITECT is made a party to litigation and there is a conflict of interest as between the DISTRICT and the ARCHITECT, the ARCHITECT's assistance and attendance will be determined by counsel for the ARCHITECT.

21. 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.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

## 25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written

notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall observe existing conditions or facilities through site visitation and verify existing drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

#### **26. Design Development Phase (Preliminary Plans)**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

#### **27. Construction Document Phase (Final Plans)**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth,

in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable on-site governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions in the Construction Documents that require the Contractor to:

- (1) Provide the DISTRICT with five (5) complete sets of operation manuals;
- (2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and
- (3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT in writing of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager (if applicable), or Design Build entity (if applicable) performs a clash check, ARCHITECT shall coordinate with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings as may be necessary and make revisions as necessary prior to DSA submission, with follow-up clash checks during DSA review, and after DSA review as may be necessary (followed by CCD submission or Addenda submission to document any necessary changes). The initial clash check, if performed, must be completed and delivered to ARCHITECT at least twenty-one (21) days in advance of DSA submission.

h. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of Construction Costs in conformance with Articles V and VI at 50% and 90% completion of Construction Documents.

i. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

## **28. Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of

additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity (if applicable). It is expressly understood that the release of the underlying BIM files is for the limited use only as a general reference document for the PROJECT (unless otherwise agreed to in writing) and that the accuracy of the information provided and any changes that are made to the underlying BIM files are not the responsibility of ARCHITECT. It is understood that the BIM files are not contractual Construction Documents, and only the printed Construction Documents approved by DSA are to be utilized for the purpose of construction of the PROJECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended, and if provided by the ARCHITECT, shall be provided as an Additional Service.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT. All drawing revisions required and/or requested by the DISTRICT or other entities that are not a result of negligence by the ARCHITECT, shall be provided as an Additional Service pursuant to Article III.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

## **29. Construction Phase**

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Contract Information Form DSA-102.
- (2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify the testing and special inspection program required by the DSA approved Construction Documents are being implemented and are coordinated.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) *Final.*

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and

the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and determining, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary and render architectural observation, which is distinguished from the continuous personal inspection of the PROJECT by the Project Inspector, to assure the ARCHITECT that the Contractor's work is being completed in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings and other site meetings that may be required to clarify the intent of the Construction Documents. Excessive and repeated requests by the Contractor to have the ARCHITECT visit the PROJECT site to address Contractor coordination and/or errors in the field, not due to negligence by the ARCHITECT, shall be provided as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services;

vi. Review Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Reviewing, providing professional opinions and recommendations, and taking appropriate action on the substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT;

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion,

Certificate of Completion and final certificate for payment; and

(14) Providing any other reasonable architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any observed or known deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT and Project Inspector whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT does not have authority to stop the work, but has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's architectural representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing. The ARCHITECT, however, 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 by the Contractor, since these are the Contractor's responsibility under the Contract for Construction. Without in any way limiting the ARCHITECT's responsibilities and obligations under the law, the Contract Documents for any PROJECT, or this AGREEMENT, the ARCHITECT shall not otherwise be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract Documents. Subject to its obligations with respect to the Contractor as set forth herein, the ARCHITECT shall not have control over or charge of errors or omissions of the caused by the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. ARCHITECT shall promptly notify the DISTRICT in writing of any such errors or omissions of which it becomes aware.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by the negligence of the ARCHITECT in the originally approved drawings or specifications at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide architectural services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do, so long as discovery would have made such Additional Services and costs unnecessary.

r. The ARCHITECT shall review, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and provide comments and recommendations or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals, subject to the reasonable cooperation of the Contractor in providing the information and documents required by DSA, are resolved and approved by DSA prior to incorporation into the PROJECT. Excessive submissions by the Contractor of unwarranted and/or incomplete submittals requiring the ARCHITECT's continued review and written communications shall be provided as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category

B shall be documented through an alternative CCD form or other document approved by the DISTRICT or as required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives (“ICD”) to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor’s failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD. Excessive and repeated issuances of ICD’s required due to the Contractor’s failure(s) to complete the PROJECT in accordance with the Contract Documents shall be provided as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services.

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT’s approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor’s Contract sum, if any; and (3) the extent of the adjustment in the Contractor’s Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT’s review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor’s proposals for possible change orders. Change Orders resulting from DISTRICT directed changes and/or unforeseen conditions shall be processed by the ARCHITECT as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services.

w. The ARCHITECT shall, at the ARCHITECT’s expense, prepare a set of reproducible record drawings of the Contractor’s as-built documents showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall perform site observation and review of the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT’s review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor’s performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor’s performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days. The ARCHITECT will endeavor to expedite responses when circumstances require. Unwarranted and/or incomplete requests, as determined by the ARCHITECT in its professional opinion, shall be rejected, and returned to the Contractor. Excessive and repeated submissions by the Contractor of incomplete or unwarranted submissions requiring the ARCHITECT's continued review and written communications shall be provided as an Additional Service pursuant to Article III. The ARCHITECT shall notify and obtain prior written approval from the DISTRICT before performing such Additional Services.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating approved changes. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work on the PROJECT as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT, unless additional time is requested by the ARCHITECT and approved by the DISTRICT.

dd. The ARCHITECT shall require in the Construction Documents for 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.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall attend a site Punch List observation and review of the PROJECT, in conjunction with the

Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card requirements for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation

have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor, to the extent such work is known or visible through site observations, before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

### 30. **Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor at no additional cost to the DISTRICT. If the ARCHITECT determines the as-built documents prepared by the Contractor are incomplete, then the ARCHITECT shall amend the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete as-built file, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT as an Additional Service pursuant to Article III. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;

(7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and

(8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

(1) Copy of the Notice of Completion.

(2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

(4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster's Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT, and shall not exceed the rates set forth in Exhibit "C". No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include, but are not limited to, the following:

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 the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify

the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT. The DISTRICT shall concurrently define the "soft cost budget" for the PROJECT which shall include, but not be limited to, testing and inspections, Architect and Engineering fees, DISTRICT's other consultant fees, Reprographics, F,F&E, reasonable Construction Contingency, and other PROJECT related expenses.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

7. The DISTRICT shall make payment to the ARCHITECT of approved charges within forty-five (45) days of submission of ARCHITECT's invoices for services completed to the date of the invoice. DISTRICT shall notify ARCHITECT within fourteen (14) days of submission of ARCHITECT's invoices of any disputes over the invoice amount, and in no case shall DISTRICT delay releasing payment of undisputed amount. DISTRICT may retain 150% of the disputed amounts, and the parties shall endeavor to resolve such disputes in a mutually agreeable manner.

8. At DISTRICT's discretion, DISTRICT may provide standards for security and/or a security consultant and ARCHITECT will incorporate into the PROJECT such standards and/or

advice from the security consultant. A consultation and recommendations for school security systems to prevent acts of terrorism are not the responsibility of the ARCHITECT.

9. Environmental/Hazardous Material Consultant: If necessary, the DISTRICT shall provide ARCHITECT with a copy of any mitigation measures for the PROJECT adopted by the DISTRICT pursuant to the California Environmental Quality Act. If necessary, the DISTRICT shall retain hazardous materials consultant(s) to prepare necessary contract drawings, and/or specifications for bidding and the ARCHITECT shall coordinate and incorporate such documents into the final Construction Documents for the PROJECT.

10. Technology: If required, the DISTRICT shall furnish technology guidelines to provide the information needed by the ARCHITECT and the ARCHITECT'S electrical engineer to provide a comprehensive technology "backbone" infrastructure system for the PROJECT.

11. Testing: The DISTRICT shall furnish the services of other consultants and Division of State Architect approved inspectors to provide the various tests required by law.

12. Soils Consultant: The DISTRICT shall furnish the services of a geotechnical engineer, if required, to provide the reports and information needed by the ARCHITECT'S structural engineer as well as DSA.

13. Additional Consultants: The DISTRICT shall furnish the services of additional consultants, above and beyond basic service consultants provided by this AGREEMENT, as determined necessary by the ARCHITECT and DISTRICT, and approved by the DISTRICT.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager's fees and/or general conditions will be included in the total Construction Cost used to calculate the ARCHITECT's fee unless an alternate fee basis is agreed upon in writing between the ARCHITECT and the DISTRICT.

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

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until the completion of the Design Development

Phase, whereupon the PARTIES will agree upon the final Construction Costs to calculate the ARCHITECT's Final Fee as set forth in Exhibit "A".

## **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

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

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Cost, in addition to those estimates required in Article II, as an Additional Service. The ARCHITECT shall obtain prior written approval from the DISTRICT before performing such Additional Services.

## **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the Construction Costs shall be paid to the ARCHITECT for such reuse, unless an alternate fee structure is agreed to between the DISTRICT and ARCHITECT in writing. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the

ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

### **ARTICLE VIII - TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% of the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's services of the current PROJECT being performed pursuant to a SCOPE AMENDMENT, and if 50% completion is reached, payment of 3% of the unpaid balance of the fee for the current PROJECT being performed pursuant to a SCOPE AMENDMENT to the ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Unless the PARTIES can resolve the dispute amicably within thirty (30) calendar days of written notification of a dispute, the

PARTIES shall prepare a written basis for the dispute, and a subsequent meeting shall be convened within fifteen (15) calendar days to discuss the issues among the executive leadership for each PARTY. If the dispute is not resolved as a result of the meeting, the PARTIES agree to immediately pursue alternative dispute resolution in accordance with Article VIII, Section 6. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion, so long as the DISTRICT continues to make progress payments on all undisputed invoices submitted under this AGREEMENT. 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.

6. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through mediation as the first method of alternative dispute resolution.

### **ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT**

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

### **ARTICLE X - COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows unless otherwise set forth in a SCOPE AMENDMENT:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase: No more than 40% of the Final Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

DSA Approval Phase: No more than 5% of the Final Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and

approval of any back-check comments

- Bidding Phase: No more than 2% of the Final Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Admin. Phase: No more than 24% of the Final Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
- Project Close-Out Phase: Balance of the Final Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded. Close-Out Phase fee shall be paid incrementally as the following components are completed: 1) Generate Punch List – 1%, 2) Receive and Review M&O, Warranty, Record/ As-Built Drawings – 1%, 3) File DSA Required Close Out Documents – 1%, and 4) PROJECT is certified by DSA – 1%.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT.

## **ARTICLE XI - REIMBURSABLE EXPENSES**

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

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints;
- b. Approved agency fees; and
- c. Messenger and/or delivery service costs as requested by the DISTRICT.

2. Approved reimbursable expenses are to be established and set forth in a SCOPE AMENDMENT, and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the

PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

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

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

### **ARTICLE XIII – MISCELLANEOUS**

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

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

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend 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) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent 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 loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence or willful misconduct of the DISTRICT or any other third party for which ARCHITECT is not legally liable. 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 attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from,

ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

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

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice (ten (10) days written notice for cancellation based upon non-payment of premiums) 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, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the 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.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The 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 employees of the ARCHITECT.

5. Notices. All notices or demands to be given under this AGREEMENT by either PARTY to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either PARTY may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

ARCHITECT:

Farmersville Unified School District

\_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

6. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

7. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all school sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

8. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

9. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT.

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

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

12. This AGREEMENT shall be governed by the laws of the State of California.

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

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

\_\_\_\_\_

DISTRICT:

Farmersville Unified School District

By: \_\_\_\_\_  
[Insert Name]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: Chief Business Officer

**EXHIBIT "A"**

**ARCHITECT'S FEE SCHEDULE  
(for New Construction)**

At the end of the Design Development Phase, the PARTIES will meet to agree upon the final Construction Costs used to calculate the ARCHITECT's Final Fee ("Computed Cost") as set forth below.

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

Once the Final Fee has been calculated at the completion of the Design Development Phase as set forth above, the Final Fee shall not be adjusted except for additive changes to the PROJECT approved by the DISTRICT in writing not resulting or related to the negligence of the ARCHITECT. Any portions of the PROJECT that are deleted or removed shall result in the Final Fee being adjusted as agreed upon by the PARTIES.

**EXHIBIT "A" (cont.)**

**ARCHITECT'S FEE SCHEDULE  
(for Reconstruction/Modernization)**

At the end of the Design Development Phase, the PARTIES will meet to agree upon the final Construction Costs used to calculate the ARCHITECT's Final Fee ("Computed Cost") as set forth below.

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit "A." (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT's Computed Cost, as defined herein Exhibit "A," in excess of ten million dollars (\$10,000,000.00).

Once the Final Fee has been calculated at the completion of the Design Development Phase as set forth above, the Final Fee shall not be adjusted except for additive changes to the PROJECT approved by the DISTRICT in writing not resulting or related to the negligence of the ARCHITECT. Any portions of the PROJECT that are deleted or removed shall result in the Final Fee being adjusted as agreed upon by the PARTIES.

**EXHIBIT "B"**

**SCOPE AMENDMENT No.\_\_\_\_**

**TO**

**MASTER ARCHITECTURAL SERVICES AGREEMENT**

**BETWEEN**

**FARMERSVILLE UNIFIED SCHOOL DISTRICT**

**AND**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_, **20**\_\_

**WHEREAS**, this SCOPE AMENDMENT is made and entered into as of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_ by and between the Farmersville Unified School District ("DISTRICT") and  
\_\_\_\_\_ ("ARCHITECT");

**WHEREAS**, this SCOPE AMENDMENT shall be considered attached to and incorporated  
in that certain document dated \_\_\_\_\_, 20\_\_, entitled "Master Architectural  
Services Agreement" ("AGREEMENT") as the PARTIES desire to identify a particular PROJECT  
that will be completed pursuant to the terms of the AGREEMENT;

**WHEREAS**, this SCOPE AMENDMENT arises out of the DISTRICT's desire to obtain the  
necessary architectural, design and engineering services for the completion of  
\_\_\_\_\_ which shall hereinafter be considered a formal  
"PROJECT" as set forth in the AGREEMENT;

**WHEREAS**, this SCOPE AMENDMENT is being executed between the PARTIES  
pursuant to Recitals and Article XIII, Section 13 of the AGREEMENT; and

**WHEREAS**, the initial Recitals of the AGREEMENT require that each portion of the

PROJECT be identified and made a part of the AGREEMENT through a written SCOPE AMENDMENT executed by both PARTIES, which identifies the name of the improvement, location, scope of work, ARCHITECT's project number, basis of compensation (if different than the AGREEMENT) and any additional Basic Services that will be performed by the ARCHITECT in accordance with the AGREEMENT.

**NOW, THEREFORE**, the PARTIES hereto agree that the aforementioned services shall be completed pursuant to the terms and conditions of the AGREEMENT as part of the PROJECT and as set forth hereinbelow:

**1. Project Description.**

A. Provide architectural, design and/or engineering Services for the following:

\_\_\_\_\_.

**2. Basic Services.**

A. The ARCHITECT will provide all the Basic Services set forth in the AGREEMENT in connection with this SCOPE AMENDMENT except as revised as follows:

*[INSERT ANY REVISIONS TO BASIC SERVICES AS SET FORTH IN ARTICLES I & II OF THE AGREEMENT]*

B. The ARCHITECT agrees to provide the following services and/or consultants for the completion of the above-described scope of work as Basic Services: (Describe any other services not otherwise set forth in the AGREEMENT.)

*[INSERT ANY SERVICES NOT INCLUDED IN THE AGREEMENT THAT MUST BE PERFORMED FOR THIS SCOPE AMENDMENT]*

**3. Design Requirements and Deliverables.** The ARCHITECT will provide all the services specified in the AGREEMENT and this SCOPE AMENDMENT. A more specific list of the Design Requirements & Deliverables is set forth hereinbelow.

*[INSERT ANY SPECIFIC DELIVERABLES TO BE PROVIDED BY THE ARCHITECT PURSUANT TO THIS SCOPE AMENDMENT]*

**4. Project Budget:** The ARCHITECT understands and acknowledges that the "Budget" as set forth in the AGREEMENT for the PROJECT is \$\_\_\_\_\_. The ARCHITECT shall be responsible for designing this PROJECT within all budget limitations approved by the DISTRICT in accordance with the AGREEMENT.

**5. Architect Compensation:**

A. Architect Fee. For performing the all services described in the AGREEMENT and this SCOPE AMENDMENT, the DISTRICT agrees to pay the ARCHITECT as follows:

*[INSERT ARCHITECT'S FEE OR HOW FEE WILL BE CALCULATED UNDER THIS SCOPE AMENDMENT IF DIFFERENT THAN AS SET FORTH IN THE AGREEMENT]*

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

The PARTIES, through their authorized representatives, have executed this SCOPE AMENDMENT as of the day and year first written above.

ARCHITECT:

\_\_\_\_\_

DISTRICT:

Farmersville Unified School District

By: \_\_\_\_\_

[Insert Name]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "C"**

**ARCHITECT'S BASIC HOURLY RATE SCHEDULE**

|                       |    |
|-----------------------|----|
| Principal             | \$ |
| Director              | \$ |
| Discipline Director   | \$ |
| Project Director      | \$ |
| Project Leader        | \$ |
| Manager               | \$ |
| Design Coordinator II | \$ |
| Senior Specialist     | \$ |
| Design Coordinator I  | \$ |
| Designer III          | \$ |
| Designer II           | \$ |
| Specialist            | \$ |
| Designer I            | \$ |
| Intern                | \$ |

NOTE: These rates are subject to change annually upon written agreement by the DISTRICT.