

Request for Qualifications IRU

Architectural Services

Proposal Deadline: December 6 , 2021, 4:00pm

Contact: Jessica Sulli, Contract Specialist Sacramento City Unifi ed School District 5735 47th Avenu e, Sacramento, CA 95824 Telephon e: (916) 643-2464

Email: Jessica-Sulli@scusd.edu
ZZZ VFXVG HGX UIS

NOTICE IS HEREBY GIVEN that Sacramento CityUnified School District 'L V Wilder William qualified persons, firms, partnerships, corporations, associations, or professional organizations add to its existing pool to provide full architectural planning and designing services for selected projects.

Respondents to this RFQ should mail or deliverseven (7) bound copies, one (1) unbound copy, and one (1) electronic copy on flash drive of their submittal, ODEHOHG nt 6fWQ Dalfill dat Polits

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Jessica Sulli, Contract Specialist SACRAMENTO CITYUNIFIED SCHOOL DISTRICT 5735 47th Avenue Sacramento, CA 95824

ALL RESPONSES ARE DUE BAY.00 P.M. ON DECEMBER 6, 2021. Any submittal received after that date and time will not be accepted and will be returned unopened. FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED

Each submittal must conform and be responsive to the requirements set forth in this RFQ. The District reserves the right to waive any informalities or irregularities in received submittals. Further, the District reserves the right to reject any and all submittals and to negotiate contract terms with one or more respondent firms for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. Architect shall comply with all applicable federal, state and local laws regarding COVID -19, including Vaccination and Testing Requirements.

Notification of interest and q uestions related to this RFQ should be submitted in writing via email to <code>jessica-sulli@scusd.edu</code> no later than Friday, November 19, 2021 6 S H Alchitect 5) 4 μ in the subject line. Responses to all questions received will be posted on the DistricW · V $\,$ Z H E V L W H and e-mailed to all firms expressing an interest in submitting a response to this RFQno later than Monday, November 29, 2021.

no event be responsible for the cost of preparing any response to this RFQ. The awarding of a contract, if at all, is at the sole discretion of the District.

The submittals and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unle ss portions of the material are designated as proprietary at the time of submittal and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court*(2006) 38 Cal.4th 1065, submittals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful respondent have completed negotiations and entered into an agreement, or (2) the District has rejected all respondents. Furthermore, the District will have no liability to the re spondent or any other party as a result of any public disclosure of any submittal or supporting material.

ODEHOHG ZLWK EROGIDFH KHDGHUV EHORZ H /JH WWWKHHU ILUW KWHW DE VHFRQG WDE ZRXOG EH HQWLWOHG '% XVLQHVV ,QIRUPDWLRQµ I

Submittals shall be no more than thirty (30) pages in length. This page limitation excludes front/back covers, divider sheets/tabs, and allowed appendices. Submittals containing more than the authorized number of pages will not be considered.

Provide seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy of the submittal:

x 7KH XQERXQG FRS\ VKDOO EH PDUNHG '&RS\ IRU 5HSURGXFV follows:

o No

- x Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- x Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.
- x Respondent shall sign and add the following language: ´%\YLUtMisXsthbmRstsion, [INSERTFIRM 1 \$ 0 (@ GHFODUHV WKDW DOO LQIRUPDWLRQ SURYLG)

2. BUSINESS INFORMATION

- x Company name.
- x Address.
- x Telephone.
- x Fax.
- x Website.
- x Name and email of main contact.
- x Federal Tax I.D. Number.
- x License or Registration Number.
- x Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.
- x A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.
- x Number of employees (licensed professionals, technical support).
- x Location of office where the bulk of services solicited will be performed.
- x State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

3. RELEVANT QUALIFICATIONS

- x Describe your experience with DSA and working within the DSA processes.
- x 'HVFULEH \RXU ILUP·V H[SHULHQFH ZLWK WKH 2IILFH RI 3XEC and working within the OPSC processes.
- x 'HVFULEH \RXU ILUP·V DSSURDFK Workcoordination of design disciplines and DSA final certification.

- x Describe the approach to conformance with federal/state/local applicable code requirements, including Title 24 of the California Code of Regulations.
- x 'HVFULEH \RXU ILUP·V H[SHULHQFH ZLWK ZDWHUSURRILQJ EX
- x DesFULEH \RXU ILUP·V H[SHULHQFH ZLWK FRQVWUXFWLRQ FR\ not limited to, value engineering.
- x Describe your experience with sustainable design and LEEDand approach to designing energy efficiency conservation systems for schools or similar facilities.
- x Describe your experience with pre-checked designs, giving specific project details.
- x Describe your firm · approach to modernization projects versus new construction projects.
- x Describe your experience with and approach to designing safety upgrades for schools or similar facilities.
- x Describe your experience with the commissioning process.
- x Describe your experience with alternative delivery methods projects.

4. PROPOSED PROGRAM TEAM

The selected firm shall employ at its expense professionalsproperly licensed and skilled in the execution of the functions required for the architectural services

Identify the key personnel you ZRXOG DVVLJQ W Rog/Mark For elach Wahlaste Toftwork, 3 including their roles. Describe for each his or her experience withpublic school construction projects, including identifying those projects for the past five (5) years. The District expects that the team shall remain intact through the duration of the project(s). If a team member must OHDYH WKH 'LVWULFW UHVHUYHV WKH ULJKW WR DSSURYH WKD

5. RELEVANT EXPERIENCE AND REFERENCES

- x Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational projects, and list the following for each project:
 - o District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
 - o Project name and location.
 - o Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
 - o Square footage.
 - o Main program elements.

After the interviews, if any, the Selection Committee will identify the firm(s) that can provide the greatest overall benefit to the District.

The criteria for evaluating submissions may include, without limitation, the following:

- x Experience and performance history of the firm with similar services;
- x Experience and results of proposed personnel;
- x References from clients contacted by the District;
- x Technical capabilities and track record of use;
- x Value of services under proposed fees; and
- x Overall responsiveness of the submittal.

A. DISTRICT INVESTIGATIONS

The District may perform investigations of respondents that extend beyond contacting references identified in the submittals. The District may request a firm to submit additional information pertinent to the review process, and the District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

B. INTERVIEWS

The District, at its sole discretion, may elect to interview one or more

the District will retain the right to negotiate with any other proposing firm se lected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ.

THANK YOU FOR YOUR INTEREST IN THIS EXCITING ROGRAM!

ATTACHMENT A

Form of Agreement

To be attached.



Agreement for Architectural Services between Sacramento City Unified School District and

_____Project

Dated: ______, 2021

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AGREEMENT FOR ARCHITECTURAL SERVICES

Thi	s Agreement for Architectural Services is made as of, 2021, between the
Sacrament	to City Unified School District, a California public school district ("District"), and
	("Architect") (colle ctitiels "),"For the following project
("Project"):	
-	[project description]
For agree as fo	and in consideration of the mutual covenants herein contained, the Parties hereto ollows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. <u>Agreement</u>: The Agreement consists exclusively of this document and all identified exhi bits attached and incorporated by reference.
 - 1.1.2. <u>Architect</u>: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. As-Built Drawings ("As-Builts") : Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necesstated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. <u>Bid Set</u>: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. Conforming Set: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. Construction Budget: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. <u>Construction Change Documents ("CCD")</u>: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. Construction Cost Budget: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. <u>Construction Manager</u>: The District's representative on the Project if the District retains a construction manager, project manager, or owner's representative.
- 1.1.10. <u>Contractor</u>: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. <u>Consultant(s)</u>: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. <u>District</u>: The Sacramento City Unified School District.
- 1.1.13. DSA: The Division of the State Architect.
- 1.1.14. <u>Extra Services</u>: District-authorized services outside of the scope in Exhibit "A" or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. <u>Laboratory of Record</u>: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. Project: District's [Name of Project] Project at [Address].
- 1.1.17. <u>Record Drawings</u>: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.



- curbs, gutters, ditches, man-made channels, and storm drains.
- 2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.
- 2.4.2. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Serices under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with St ate labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation,

the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and anyregulatory office or agency that has authority for review and supervision of school district construction projects.

- 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
 - 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Plase Duties of the School District, Contractor and Design Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.
 - 2.7.1.5. DSA PR 07-02: Over-The-Conter Review of Projects Using Pre-Check Approved Design.
 - 2.7.1.6. DSA PR 18-04.BB18: Electronit Plan Review for Design Professionals of Record Using Bluebeam 2018.
 - 2.7.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.
 - 2.7.1.8. Form DSA PR 13-01, Construction Oversight Process.
 - 2.7.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 2.7.1.9. Form DSA PR 13-02, Project Certification Process.
- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process," rather than paper submission,

for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR pocess and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superceded such form or paper submission process, the EPR process then in effect shall control.

2.8. Architect shall provide Services as requir

- Services under this Agreement and shall not be entitled to any compensation as Extra Serices for this activity.
- 2.12. Architect shall provide computer-gen erated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuantto this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agræs to coordinate its work with that of any CEQA consultants retained by the District, to provide 2316 dase Dis:

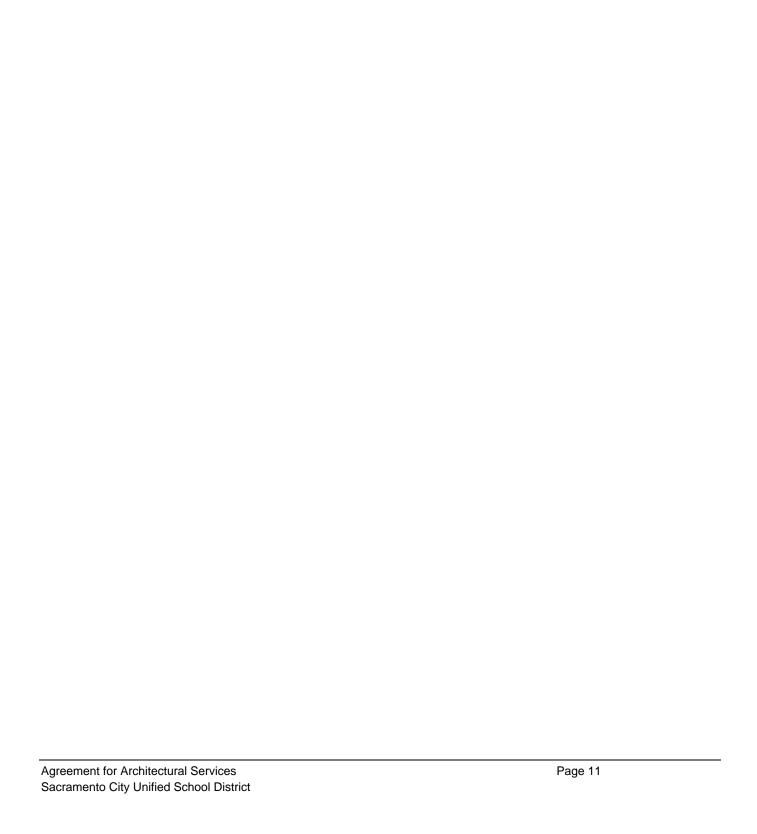
Major Consultants:	
Electrical:	-
Mechanical:	
Structural:	
Civil:	
0.1	

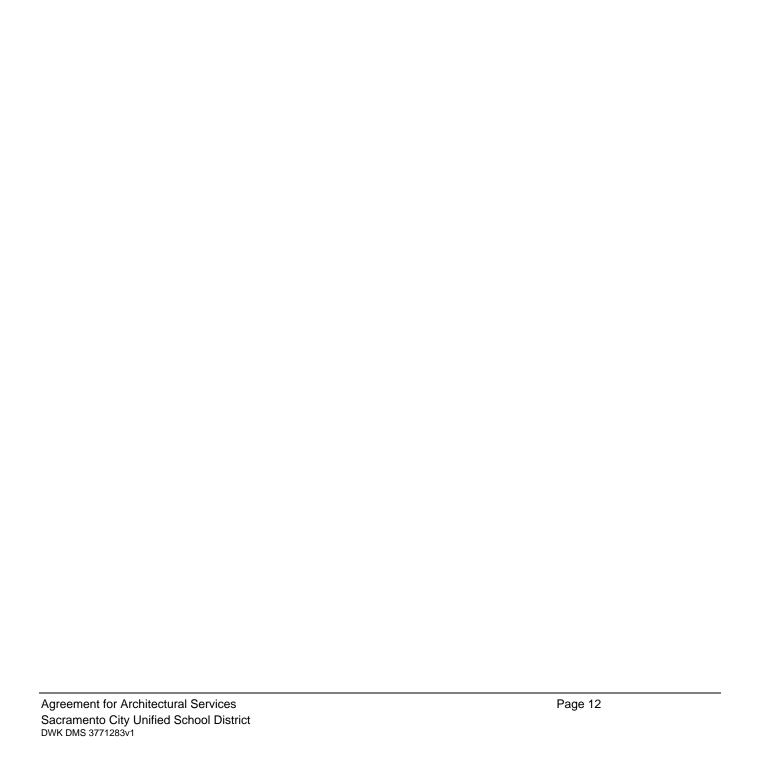
- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in Exhibit "A," so as to proceed with and complete the Services in compliance with the schedule in Exhibit "C." Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.







- plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. <u>District's Termination of Architect for Cause</u>: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. <u>District's Termination of Architect for Convenience</u>: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Arch

- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils. Architect shall promptly notify the Di strict in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).
- 11.2. For all workers on District property, the Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Pubic Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include:

15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in Exhibit "E."

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working so lely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Dist rict and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.



may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:	Architect:
Sacramento City Unified School District 5735 47 th Avenue Sacramento, CA 95824	ATTN:
ATTN:	EMAIL:
EMAIL:	CIVIAIL.
With a Copy to:	
Dannis Woliver Kelley	
200 California Street #400	
San Francisco, CA 94111	
ATTN: Deidree Sakai, Esq.	

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) daysafter deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises ("DVBEs") of at least three percent (3%), per year, of funds expended each yeaby the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Projet may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and docume ntation demonstrating Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultan's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related

be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or cr edit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Achitect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.
- Article 31. Exhibits "A" through "H" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s)

Title:

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A.	SC	OPE OF PROJECT
1.		Project Name:
		Construction Cost Budget:
В.	ВА	SIC SERVICES
	Arc	chitect agrees to provide the Services described below:
	1.	Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawirgs, specifications and other Services.
	2.	Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to pote ntial bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
	3.	The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
		a. As-builts;
		b. Physical characteristics;
		c. Legal limitations and utility locations for the Project site(s);
		d. Written legal description(s) of the Project site(s);

e. Grades and lines of streets, alleys, pavement, and adjoining property and structures;

- f. Adjacent drainage;
- g. Rights-of-way, restrictions, easements, encoachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data wth respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above andbelow grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, andother data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or ot her information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. Technology Backbone. Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. District Standards. Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to, _______.

High Performance Schools . If the District adheres to the Collaborative for High Performance School ("CHPS")Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.

6. Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution an

C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth inExhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for document ation to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review of an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.

4. Presentation

If requested, Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District an electronic copy of the following items produced in this Phase:

- a. Architectural Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;
- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Reports/Minutes from the Kick-off and other meetings; and
- f. Renderings, if requested by District.

6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshopsas indicated below in Section J.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 1. Prepare and review with District staff a scope ofwork list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilites of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

Architectural

- a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
- d. Identify minimum finish requir ements, including ceiling, floors, walls, doors, windows, and types of hardware.
- e. Identify code requirements, include occupancy classification(s) and type of construction.

4. Structural

a. Layout structural systems with dimensions and floor elevations. Identify structural

b.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced outat current market conditions. The estimates

EXHIBIT A Page A - 11

2. Structural

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixt ure count requirements of the Project.
- e. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. Electrical

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.

- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergeng generators, if required. Low-voltage system includes fire alarm system, securitysystem, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5. Civil

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, stormdrain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" documents and "Division 1" documents) as part of its Services under the Agreement.

7. Construction Cost Budget

a.

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d. Mechanical

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System ("EMS").

e. Electrical

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power co nsuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low-voltage system. Low-voltage system includes fire alarm system, security system, clock and publicaddress system, voice-data system, and telecom/technology system.

f. Civil

All site plans, site utilities, parking, wakway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

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- (ii) Distribution information on all power co nsuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

e. Civil

All site plans, site utilities, parking and roadway systems completed.

f. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

g. Specifications

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmaship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or

- (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

h. Constructability Review

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Do cuments. A report shall be given to the Architect who shall make necessary change along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, backcheck comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Fi nal Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes madeby the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Setand shall consist of the following:
 - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.
 - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops indicated below in Section J.

supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

h.

c. Architect's action upon Contractor's submi

of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.

- O&M Manuals and Warranties. Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 10. Start-up. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
- 11. Payment Statements. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

12. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- a. Meeting report/minutes from the kick-off meeting;
- b. Observation reports; and
- c. Weekly meeting reports.

13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshopsas indicated below in Section J.

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I. CLOSE OUT PHASE

- 1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
 - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
 - d. Architect shall respond to the DSA "90-day" letter.
 - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
 - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Architect shall review and prepare a package of all warranty and O&M documentation.
 - h. Architect shall organize electronic files, plans and prepare a Project binder.
 - i. Architect shall have primary responsibility to coordinate al I Services required to closeout the design and construction of the Project with the District and among Consultants.
- 2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 3. Deliverables and Number of Copies
 - a. Punch list; and
 - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are theole property of the District.
- 4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshopsas indicated below in Section J.

J. MEETINGS / SITE VISITS / WORKSHOPS

- 1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
- 2. General Meeting, Site Visit, and Workshop Requirements
 - a. Architect shall always be prepared to answerquestions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
 - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisons, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
 - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for ea ch meeting, site visit, and workshop.
 - d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.
- 3. Meetings During Project Initiati on Phase (____ (__) meeting(s))
 - a. Within the first week following execution of the Agreement, Architect shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introd uce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

- (B) Review and explain the overall Projet goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (C) Review and explain the scope of workand Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

		Biothor o representative and comment prior to distribution.
	b.	Architect shall participate in () relating(s) as requested by District. (A)
4.	Init	ial Site Visits (() meeting(s))
	a.	Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
5.	Me	eetings During Architectural Program (() meeting(s))
	a.	Architect shall conduct () site visit/meietg(s) with the District's facilities team to gather information from District faciliti es team and site personnel and to make a visual presentation regarding the Project.
	b.	Electrical, civil, mechanical,structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
	C.	Architect shall conduct a minimum of()additional meetings as requested by District.
3.	Me	eetings During Schematic Design Phase (() meeting(s))
	a.	Within the first two weeks following the star t of the Schematic Design Phase, Architect shall conduct () design workshop[s] the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). The District may, at its discretion, allow Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall

Architect shall designate its team member duties and responsibilities.

include the following:

(i)

		(ii)	Architect and District shall review District goals and expectations.	
		(iii)	District shall provide input and requirements.	
		(iv)	Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.	
(v) Prepare and/or revise the scope of work list and general work plan from the Design Phase, for documentation in a computer-generated Project schedule				
		(vi)	Establish methods to facilitate the communication and coordination efforts for the Project.	
	b.	Arch	nitect shall participate in () eeting(s) as requested by District.	
7.	Me	eting	s During Design Development Phase (() meeting(s))	
	a.	shal	ne time designated for completion of the Design Development package, Architect I conduct () meeting[s], per package on bmittal, with the District to review following:	
			Present the Design Development package for review and comment to proceed with preparation of final planse, Ar9 0t07 Tffion and TJ -	
			oject scope	

		i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
		ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
(С.	At the time designated for completion of the one hundred percent (100%) Construction Document package, Archited shall conduct () meeting(s), perpackage or submittal, with the District to review the following:
		i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
		ii) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
9. I	Мe	tings During Bidding Phase (() meeting(s))
í	а.	Attend and take part in () meeting(sper package or submittal, with all potential bidders, District staff, and Construction Manager.
ł	Ο.	Conduct () kick-off meeting(s) with successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.
		tings During Construction Administration Phase (weekly Project meetings until e Project is complete)
ć	а.	Architect shall visit the Project site as necessay or when requested, and in no case less han once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progre ss of the construction of the Project.
I	Ο.	Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
(С.	Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.
11.		tizens' Bond Oversight Committee Meetings (() meeting(s)) (if plicable)

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EXHIBIT B
AGREEMENT FOR ARCHITECTURAL SERVICES
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

EXHIBIT "C"

A. Promptly after the execution of this Agreement, Architect shall prepare and submit for

SCHEDULE OF SERVICES

this Agreement. The Schedule of Services sall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.				
Architect shall complete Services required under the Development of Architectural Program section within calendar daysafter written authorization fr om the District to proceed.				
Architect shall complete Services requiredunder the Schematic Design Phase within calendar days after written authorizatio n from District to proceed.				
Architect shall complete Services requiredunder the Design Development Phase within calendar days after receipt of a written author ization from District to proceed.				
Architect shall complete Services requiredunder Construction Documents Phase within calendar days after written authorization from Distric t to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.				
 50% Submittal Package 100% Submittal Package 2. 100% Submittal Package 3. Final Contract Documents after Final Back-Check Stage 				
The durations stated above include the review periods of calendar daysrequired by the District.				
All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting sche dules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.				

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

- 1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for pe rsonnel, travel, offices, per diem expenses, printing and shipping of deliverabl es in the quantities set forth in Exhibit "A ," or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and Exhibit "B ," there shall be no payment for extra costs or expenses.
- 2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
- 3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE					
Phase		Phase Amount			
Pre-Design/Architectural Program Development Phas	se	<u>2.5%</u>			
Schematic Design Phase		<u>10%</u>			
Design Development Phase		<u>17.5%</u>			
Construction Documents Phase-Submittal to DSA		<u>30%</u>			
Approval by DSA		<u>5%</u>			
Bidding Phase		<u>2%</u>			
Construction Contract Administration Phase		<u>23%</u>			
Close Out Phase		<u>10%</u>			
Generate Punch List	2%				
Sign Off On Punch List	2%				
Receive and Review All M & O Documents	2%				
Filing All DSA Required Close Out Documents	2%				
Receiving DSA Close Out, including DSA					
approval of the final set of Record Drawings	2%				

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EXHIBIT "E"

INSURANCE REQUIREMENTS

Α.	Architect shall	l procure,	prior to	commenc	ement of	the Serv	/ices of	this <i>F</i>	Agreemer	it and
	maintain for th	e duration	of the A	Agreement,	in surance	e against	claims	for inju	ries to pe	ersons

- 1. The District can accept the higher deductible;
- 2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
- 3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The District, its representatives, consultant, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 - For any claims related to the projects, Architect's insurance coverage shall be primary
 insurance as respects the Additional Insureds. Any insurance or self-insurance
 maintained by the Additional Insureds shall be in excess of Architect's insurance and
 shall not contribute with it.
 - 3. Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 - 4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. Any failure to comply with reporting or ot her provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 - No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
 - 7. Each insurance policy required by this clauseshall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by cert ified mail, return receipt requested, has been given to the District.
 - 8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of addition all insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount

of premium from any sums due Architect under the Agreement.

- 9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requir ements as provided in this Agreement.
- 10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's ratingless than A:VII. At the option of the District, the District may either:
 - 1. Accept the lower rating; or
 - 2. Require Architect to procure insurance from another insurer.
- G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:
 - 1. Certificates of insurance showing maintenance of the required insurance coverages; and
 - Original endorsements affecting general liability and automobile liability coverage.
 The endorsements are to be signed by a person authorized by that insurer to bind
 coverages on its behalf. All endorsements are to be received and approved by the
 District before Services commence.
- H. Copy of Insurance Policy(ies): Upon the District's request, Arch

EXHIBIT "F"

ROOFING PROJECT CERTIFICATION

This form shall be executed by all architects engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged. Not applicable to a school district with an average daily attendance less than 2,500.

Certification of:	' Architect	' Engineer	
	' Roofing Consultant	' Other	
Ι,	,,		, certify that I have
[Name]		Name of Firm]	
or any financial inc	or agreed to give, received, centive whatsoever to or from in this certification, "persor committee, club, or other or	n any person in connection means any natural per	on with the roofing project son, business, partnership,
Furthermore, I,	.1		,
relationship in conr	[Name] have, and throughout the dinection with the performance als manufacturer, distributor,	of th is contract with any	will not have, any financial architect, engineer, roofing
l,	·		, have the
[Name]		[Name of Firm]	
manufacturer, distr	l relationships with an a ibutor, or vendor, or other pelame and Address of Building	rs on in connection with the	e following roofing project

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. Ifurther certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date:	
Proper Name of Firm:	
Signature:	
Print Name:	
Title:	

END OF EXHIBIT

EXHIBIT "G"

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.:	_ tboceen the Sacramento City Unifie
School District ("District") and	
("Consultant") ("Contract" or "Project").	

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certific ation pursuant to Public Contract Code section 2204.

The proposer must complete <u>ONLY ONE</u> of the following two options. To complete OPTION 1, check the corresponding box <u>and</u> complete the certification below. To complete OPTION 2, check the corresponding box, complete the certificatio

EXHIBIT "H"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name:	
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Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State PublicHealth Officer Vaccine Verification for Workers in Schools) individuals that are working on school district property are required to be fully vaccinated and provide proof of vaccination or must be tested once weekly with either PCR testing or antigen testing.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson). Unaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Consultant currently has a contract with District under which Consultant provides services and accesses District property in the courseand scope of performing its contract.

By signing below, Consultant hereby certifies that its employees/staff, whether paid or unpaid, and subconsultants, who will access any Districtlocation are either fully vaccinated and have provided Consultant with proof of vaccination fr om a permitted source or such employees/staff and subconsultants will comply with weekly testing requirements as outlined in the State Public Health Officer Order prior to entering District property on and after October 15, 2021.

Records of vaccination verification and testing results will be made available upon District's request or that of the County Health Office r for purposes of case investigation.

In addition, Consultant shall, while accessing District sites, remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Consultant agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from COVID-19 (the "Guidelines") while accessing District sites. The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) https://www.cdc.gov/coro.navirus/2019-ncov/index.html
- b) https://covid19.ca.gov/
- c) https://www.smchealth.org/