



PASADENA UNIFIED SCHOOL DISTRICT
Procurement & Contracts
351 South Hudson Avenue
Pasadena, CA 91109

REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)
No. 04-21/22

Executive Architectural Services

NOVEMBER 23, 2021

PASADENA UNIFIED SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS/PROPOSAL

FOR

EXECUTIVE ARCHITECTURAL SERVICES

RFQ/P No. 04-21/22

IMPORTANT INITIAL INFORMATION

TIMELINE:

Release of RFQ/P:	11/23/2021
RFQ/P Questions/Clarifications Due On:	12/9/2021
Addenda Issue Date:	12/13/2021
SOQ Due Date/Time:	12/16/2021 at 3:00PM
Announcement of Short List Firms:	12/22/2021
Interview/Presentation to Selection Committee:	1/4/2022 – 1/5/2022
Board of Education Approval:	1/27/2022

SUBMISSION:

Response to RFQ/P are due at the PUSD Procurement Office located at:

PASADENA UNIFIED SCHOOL DISTRICT
Ilene Mehrez, Procurement & Contracts Supervisor
351 So. Hudson Avenue, Room 102
Pasadena, CA. 91101

Executive Architect Services
Ref.: RFQ/P No. 04-21/22

1. **INTRODUCTION**

The PASADENA UNIFIED SCHOOL DISTRICT (PUSD or the “DISTRICT”) is soliciting a Statement of Qualifications (SOQ) from qualified educational and/or architectural firms (the “CONSULTANT”) to provide executive architectural services that will incorporate the educational and facilities needs for the DISTRICT and develop a comprehensive construction implementation plan for the DISTRICT. The executive architectural efforts are funded by bond monies from Measure O Program that was passed and approved by the Pasadena City voters in November 2020.

The District’s mission is to provide rigorous education in an environment that engages and empowers all children to become lifelong learners; our students will be thinking, literate, productive, responsible and ethical, able to compete in and contribute to a diverse society.

2. **BACKGROUND**

The PASADENA UNIFIED SCHOOL DISTRICT is comprised of twenty-three (23) schools (a complete list can be found here: <https://www.pusd.us/Domain/1222>) in the region drawing from several neighborhoods located in the Cities of Pasadena and Sierra Madre and the Los Angeles County area of Altadena. The schools and educational support programs serve approximately 17,000 students.

In November 2020, taxpayers of the District passed a \$516,300,000 bond measure to upgrade schools to improve equitable access to technology, attract/retain quality teachers by repairing deteriorating classrooms, bathrooms, roofs, science labs; remove hazardous materials; provide safe drinking water; construct and repair sites, facilities, and equipment. A list of Measure O projects can be found here: <https://www.pusd.us/Page/8778>

3. **PURPOSE**

The purpose of the Executive Architect is to analyze several options towards the development of a prioritized, strategic plan to address multiple facility needs in the DISTRICT. The Executive Architect will propose recommendations based on current building conditions or future needs and provide comprehensive analysis after a detailed assessment of the facilities, engagement with the community, school board, site staff and DISTRICT staff. The consultant will be expected to explore multiple options/ scenarios for the campuses, and will work with the DISTRICT to evaluate, define, and estimate the financial and other impacts for each option considered. The selected Executive Architect will meet with DISTRICT, community groups, board members, and special groups and committees to determine options to address the renovation or replacement of DISTRICT facilities. In addition to the options generated by the community, the Executive Architect will provide their expertise to develop additional options for the DISTRICT’s consideration.

4. **DISTRICT GUIDELINES AND EXPECTATIONS**

Upon the DISTRICT’S official selection of the CONSULTANT, the DISTRICT will enter into contract negotiations with the CONSULTANT. The selected CONSULTANT will become the master planner for the DISTRICT. The CONSULTANT must prepare and submit a proposal for the

performance of such work for the DISTRICT'S review. Following the DISTRICT'S review, the DISTRICT may, at its sole discretion, issue a contract for master planning services and issue a Notice to Proceed (NTP) authorizing the CONSULTANT to perform work as described in the contract. Subject only to the provisions of said contract, the CONSULTANT shall immediately proceed to perform work in accordance with any such NTP and all terms and conditions of said contract, including the fee schedule which will also be derived from the Request for Qualifications ("RFQ") process. Upon the execution of the contract between the DISTRICT and the CONSULTANT, the CONSULTANT must review existing Campus specific Facilities Master Plans by working closely with the various stakeholders mentioned above. Furthermore, the CONSULTANT will coordinate the master planning efforts directly with the Director of Facilities and the Bond Program Manager.

This RFQ/P includes the Selection Process – RFQ Schedule, Qualification Submittal Requirements, and the DISTRICT'S Sample Design Professional Services Agreement.

Statement of Qualifications Submittal Deadline for Full Consideration:

The deadline to submit a SOQ is **December 16, 2021 at 3:00PM**. The DISTRICT will not receive late SOQs.

Requests for Clarification

All requests for clarification or interpretation, either administrative or technical, must be submitted by **December 9, 2021 at 3:00PM** via e-mail to Ilene Mehrez at mehrez.ilene@pusd.us, Procurement & Contracts Supervisor and Leonard Hernandez at hernandez.leonard@pusd.us, Director of Facilities. A copy of the request for clarification or interpretation should also be emailed to Teo Sierra, Bond Program Manager at spo-sierrat@pusd.us,

The DISTRICT prohibits respondents from communicating with Project users. Respondents may schedule site visits by contacting Kiyana Bella at spo-bellak@pusd.us.

The DISTRICT shall distribute its responses to requests for clarification or interpretation by posting them on its website at <http://www.PUSD.us/Facilities> by December 13, 2021.

NO PRE-REPORT COMMUNICATION

In order to ensure the integrity of the procurement process and prevent undue influence prior to contract award, the DISTRICT will employ the following rules for post-submission communication. Except for questions submitted prior to the proposal due date and inquires made to the District's Ethics Department, all communications regarding this RFQ/P between potential Proposer(s) and any District officials, personnel, or consultants engaged by the DISTRICT shall be addressed only to the contact person identified in the RFQ/P. At no time PRIOR to the District's public posting of the Board Report shall Proposer(s) contact District officials, personnel, or consultants regarding this RFQ/P or any contract(s) to be awarded in response hereto. Violations of these protocols may subject Proposer(s) to penalties up to and including disqualification and/or rejection of bid.

Moreover, all Proposer(s) must comply with District Board Policy 3317, Ethics Standards for Contact Between Contractors, Vendors, and Consultants, and Board Members or Employees, available at <https://www.pusd.us/Page/646>. Proposer(s) not in compliance with Board Policy 3317 and the Ethics Standards may be subject penalties up to and including disqualification and/or rejection of bid.

REQUIRED DISCIPLINE

The DISTRICT **requires** the responding CONSULTANTS to possess the following professional disciplines as part of their master planning efforts, as required, including but not limited to:

- Civil,
- Landscape,
- Structural,
- Plumbing,
- Mechanical,
- Electrical,
- Commissioning,
- Audio Visual/Information Technology (AV/IT),
- Furniture/Fixtures & Equipment (FF&E),
- Communication,
- Security, and
- Fire, Life and Safety

Sample Agreement

The DISTRICT has included a sample copy of its standard Agreement for Design Architect Services as Attachment “1” for information only. The final work scope and deliverables schedule is subject to negotiations between the DISTRICT and the CONSULTANT it selects for this RFQ/P..

Additional Services

The DISTRICT may elect, at any time, to amend any contract awarded under this RFQ/P to require the selected CONSULTANT to provide additional services. In such a case, the selected CONSULTANT and the DISTRICT shall mutually agree on the scope and fees associated with any additional services.

5. QUALIFICATIONS

CONSULTANT must have the following minimum qualifications (all qualifications are associated with working on California public school districts K-12):

- a. **Experience and expertise** in preparing a facilities/educational master plan. Proven experience in understanding and analyzing school operations, enrollment projections and demographic data relating to making recommendations for addressing facility needs on a short-term and

long-term basis. Experience creating conceptual design scenarios/site plans to address the needs of the DISTRICT identified in the master plan.

- b. **Experience analyzing, assessing, and integrating** multiple sources of data into a complete, comprehensive master plan.
- c. The CONSULTANT should have **knowledge and experience building a comprehensive programming plan** for the DISTRICT's facilities that includes analysis of educational programming needs, utilization of current facilities, energy usage, community input, educational and building, health, and ADA code requirements, etc., as needed.
- d. Experience **working with historical buildings in the State of California**. Ability to work within requirements of State or local historical guidelines, incorporate these guidelines into master planning options for the DISTRICT's consideration, and to assist the DISTRICT with documentation as required by any agency's historical requirements.
- e. Experience with **assessing aging structures** and applying the knowledge gained to present options for the school as it relates to addressing health and safety concerns, operation and function, educational suitability, community attachment and budgeting.
- f. CONSULTANT must have a **strong understanding and expertise of construction means and methods** with renovation and new construction projects. The ability to apply accurate construction cost budgeting is also required.
- g. CONSULTANT should be familiar with **LEED and/or CHPS** and have experience working on integrated design projects.
- h. The CONSULTANT should have knowledge and experience coordinating with the Division of State Architect (**DSA**).

6. **SCOPE OF SERVICES**

The CONSULTANT will be required to provide District-wide and project-specific services and reporting, including but not limited to the following:

1. Conduct Site Surveys of all District Campuses
2. Preparation of Condition Assessments
3. Preparation of Campus Master Plans
4. Preparation of DISTRICT wide Program Facilities Specifications
5. Preparation of DISTRICT's Project Requirements

6. Preparation of Design Criteria Guidelines and District Standards
7. Documentation required to provide information to the Historical Society as applicable.
8. Ongoing communication with the District, coordination of and attendance at meetings as needed and requested for grant support services.
9. Preparation of grant applications with CDE and OPSC
10. Any and all other related services and documentations which are necessary to enable CONSULTANT to perform all tasks specified in the Scope of Services.

A. Facilities Master Plan

The selected Executive Architect will be required to work closely with the DISTRICT personnel which includes the Facilities, Maintenance and Operations Department, DISTRICT counsel, Board Members, the DISTRICT'S Bond Program Manager, as well as members of the Citizens' Oversight Committee (COC), and the Facilities Advisory Committee (FAC) to develop the Facilities Master Plan.

The selected Executive Architect must provide the DISTRICT with a comprehensive Final Facilities Master Plan, which includes preparing the implementation plan of the Final Facilities Master Plan as well as the facilities specifications. This master planning process is the second step toward capturing the environmental quality which was established in the early days of the DISTRICT.

Ultimately, the Final Facilities Master Plan will be a tool that will provide the DISTRICT'S vision and road map for the future of its facilities. Furthermore, it is the goal of the DISTRICT to provide educational facilities that will continue to provide stimulating educational environments for the students and staff of the DISTRICT.

To that end, a number of principles have been projected which are appropriate assumptions for the future. The entire facilities master plan effort, implementation plan, and facilities specifications must be undertaken with the following principles in mind, including but not limited to, the following:

- a. The campuses should maintain the architectural integrity of their surrounding neighborhoods.
- b. It is imperative that the campuses do not exist as an island in the city, but rather coexist with residential and commercial environments around them. Any additions or new buildings to the campuses should consider carefully how the proposed new structures will fit within the sites while matching the architectural style of the existing buildings and surrounding areas.

- c. The campus buildings should maintain a pedestrian scale and horizontal building orientation.
- d. Given land constraints, parking should be located at the edges of the campuses and/or in attractive and unobtrusive parking structures.
- e. Study of the drop off areas and traffic flow at each site.
- f. Promote increased accessibility for student bicycle use.
- g. The 2008 Draft Facilities Master Plan describes three (3) top priorities: Structural/seismic upgrades, ADA upgrades, fire alarm updates and security/life safety upgrades. It also describes secondary priorities: Infrastructure, technology, and green technology. The Final Master Plan should evaluate and develop strategies to bridge any gaps in the 2008 Draft Facilities Master Plan, including making suggestions for any additional recommendations not identified in the 2008 Draft Facilities Master Plan.
- h. Include a complete and fully coordinated strategy on how to implement current Board approved projects with future construction projects.
- i. Include projected rough-order-of-magnitude (ROM) costs for all proposed master plan options.
- j. The facilities specifications must be coupled to the Facilities Master Plan. Refer to the California Department of Education, Guide for the Development of a long-Range Facilities Plan (1986 Edition or newer available version) and Facilities specifications (1997 Edition or newer available version).
- k. The facilities specifications must take into consideration and accommodate the current and future educational program.
- l. Complete an analysis and Facilities Index Threshold (F.I.T.) score for all schools and facilities and how each must be modernized or replaced to enhance the future educational requirements and code requirements.
- m. Complete an evaluation of how existing demographics and projected student growth (or decline) will impact the school facilities and how such impact will be addressed.

B. Data Collection

Information obtained from a thorough review of the physical condition of all the school sites, the state assessment, facilities studies, demographic and academic studies are to be incorporated in the development of a comprehensive facilities master plan.

C. Adequate Personnel

It is expected that the CONSULTANT chosen will provide an adequate number of personnel and consistent presence in the community (able to attend community meetings and respond to community/stakeholders' questions) towards the completion of the DISTRICT's facilities master plan and a subsequent implementation plan. **Personnel that will work directly on the project ("Key Personnel") are expected to be present and part of the interview process.**

D. Services

The Scope of Service also includes data collection, master planning, programming, criteria documents, design documents, site surveys and investigations. CONSULTANTS must show relevant experience working with various delivery methods who are able to provide the required design effort. Delivery methods include Design-Bid-Build, CM-Multi-Prime, Lease-Lease Back and Design-Build.

E. Required Subconsultants

The development of the facilities master plan may require the use of qualified Engineers and vendors as part of the CONSULTANT's team, and qualified Engineers and vendors must be identified as such in the RFQ/P response. The CONSULTANT must be available to meet, as needed, with District Facilities staff, Bond Program Manager, neighborhood organizations, and upper-level District administrators for programming and design guidance.

7. GRANT APPLICATION SUPPORT

In the event that the master planning process results in the DISTRICT proceeding with a state or local grant application, the CONSULTANT must assist the DISTRICT and Bond Program Manager with preparation of a successful grant application. These grant assistance services will include:

- Ensuring that all costs (hard, soft, and owner) and scope are included in the grant application.
- Reviewing grant application requirements and familiarization with grant information from the CDE or OPSC or other applicable websites.
- Communication with CDE or OPSC or applicable staff as needed.
- Preparing the grant application, including scope narrative for final DISTRICT approval.
- Preparing LEED and or CHPS scorecard and narrative.
- Providing additional information required by State or Local agencies to complete the analysis of the Grant application.
- Acting as liaison for the DISTRICT and other agencies to answer follow up grant questions and follow up with the agencies to ensure proper processing of the grant.
- Other duties as required and assigned by District and Bond Program Manager

Note: Grant support services are to be considered optional for the DISTRICT but pricing for these services will need to be provided in the pricing proposal.

8. **MINIMUM QUALIFICATIONS**

The following questions and descriptions verify the minimum qualifications that the proposing firm must have to proceed to the evaluation/interview phase:

- a) Does the proposing firm have **a minimum of five (5) years experience** in providing the following services for California Educational entities (K-12)?
 - a. Comprehensive facilities master planning expertise.
 - b. Implementation plan.
 - c. Facilities specifications and District's Standards
 - d. Division of State Architect expertise.
- b) Does the firm **possess the design, technical expertise and excellence in preparing a comprehensive master plan, implementation plan and facilities specifications?**
 - a. Submittals should document availability of the staff and consultants with very specialized expertise in campus master planning, pedestrian traffic, landscape design, massing of buildings, proper building orientation, etc.
 - b. Proposals should illustrate strong capability to respond to particular issues of any design or challenge situation. Proven capability to assess situations quickly, communicate effectively, and project innovative master plan solutions will be important qualifications for this CONSULTANT. Demonstration of facilities master plan recognition and capabilities for creative innovation should be evident in the submittal.
- c) Has the proposing firm provided a copy of the **key personnel's resume indicating relevant experience in master plan of K-12 projects?**
 - a. Proposals will be evaluated carefully in terms of what personnel with the proper expertise and experience will be committed to this project and what their qualifications are for producing a quality facilities master plan.
- d) Does the proposing firm have **specific experience in master plan of projects with significant site context?**
 - a. Proposals should illustrate how the firm has solved previous or current facilities master plan solutions working with the existing site context.

9. **ORGANIZATION OF THE RESPONSE TO THE RFQ/P**

- a. The RFQ/P response content and information shall be organized per the submittal format described herein. Organization and brevity will be appreciated. The sections of the RFQ/P must be indexed and tabbed per the ten (10) sections noted below for easy reference.
- b. Each proposal shall be submitted electronically in PDF format, one (1) un-bound original and accompanied by 5 (five) bound hard copies.
 - i. **Tab 1 – Letter of Interest:**

A maximum two (2) page letter of interest that includes a synopsis of the firm, its business principles, selected planning team members, general qualifications and distinguishing characteristics, primary contact information; signed by the Principal in charge representing the contractual authority of the firm.
 - ii. **Tab 2 – Project Approach to Executive Architect:**

Based upon the scope of services and project data provided in this RFQ/P and available supplemental data, provide a narrative description of the work to be accomplished. The description should articulate an understanding of the DISTRICT’s needs. The overview should describe the proposed work and all applicable requirements.
 - iii. **Tab 3 – Planning Team Key Personnel:**

Include resume information for each member of the planning team. One primary contact for the CONSULTANT must be identified. Identify the specific role and phase of participation anticipated for this Project for each member and highlight the unique elements/ qualifications provided to the design team by each member. Provide background information including education, professional titles, related qualifications, specific roles in past projects, and relevant experience of all team members including any sub-consultants if not already provided in the respective resumes. Provide a clear description and process of estimating services (how/who will provide cost information)
 - iv. **Tab 4 – Schedule:**

It is the intent of DISTRICT to complete the Facilities Master Plan by **AUGUST 2022**. Provide a milestone schedule and demonstrate the firm’s ability to meet this schedule.
 - v. **Tab 5 – Relevant Experience & References of CONSULTANT:**
 - Describe how your specific experience and professional skills in master planning activities would fulfill the general expectations identified in this RFQ/P
 - Demonstrate the firm’s experience and expertise in facilities master planning for educational entities (K-12), implementation plan and facilities specifications.

 - Briefly describe any master plan work completed for educational entities, preferably for California educational institutions projects (K-12 only) in the last five (5) years. DO NOT include any higher educational projects such as Colleges or Universities.

- Include at least three (3) references who can speak to CONSULTANT’s qualifications, knowledge, and successful experiences in providing the services required under this RFP/Q, including but not limited to CONSULTANT’s ability to work with the community at large and committees. For each reference, include a brief description of the entity, the scope of work performed, contact information for a person or persons with knowledge of CONSULTANT’s role in the project.

- Project Specific Experience of CONSULTANT and Sub-consultants: Describe all projects completed, preferably within the last five (5) years, which demonstrate ability to satisfy the DISTRICT’S expectations for this Program.

vi. Tab 6: Financial Stability:

Submit at least one (1) evidence of financial stability (i.e.: unaudited annual financial statements (cash flow, income statement, balance sheet)). **All financial information will remain confidential and is not subject to public disclosure only if so requested.** The CONSULTANT must type “CONFIDENTIAL” on all documents that are not subject to public disclosure.

vii. Tab 7: Insurance:

Respondent shall submit a certificate of insurance or a signed letter from its insurance company indicating ability to provide insurance as required in Paragraph 3.16 of the attached Sample Design Professional Agreement.

viii. Tab 8: Litigation History:

Submit information concerning involvement in litigation, arbitration, or mediation claims filed by your firm or against your firm in the last ten (10) years. Provide detail information such as: school district’s name, contact information, phone number, contract number, contract amount, project name and project description and name of the contractor.

ix . Tab 9: Other Relevant Information:

At its option, respondent shall other pertinent information regarding:

- Describe any current, uncompleted projects, which demonstrate your company’s ability to satisfy the DISTRICT’S expectations for this Project.
- Record demonstrating efficient staffing and timely project completion within the allocated budget.
- Description of community involvement.
- Description of any previous involvement with the DISTRICT or any other school district (s).

x. Tab 10: Fee Schedule.

The fee schedule shall include all costs related to the execution of scope of services delineated in this RFQ/P. The CONSULTANT shall also include the

hourly rate of all personnel working on the Facilities Master Plan, including but not limited to personnel listed in exhibit “C” of the Design Professional Services (Attachment 1 – Sample)

10. DISTRICT REFERENCE CHECK

The DISTRICT may perform reference check of responding parties that extend beyond contacting the references identified in the response to the RFQ/P. The DISTRICT may request an entity submitting an RFQ/P to submit additional information pertinent to the review process at any time during the RFQ/P process. The DISTRICT also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

11. INTERVIEWS

The DISTRICT, at its sole discretion, may elect to interview selected firms. The DISTRICT may elect to interview one or more proposers. The interview will be an opportunity for the District’s selection committee to review the firm’s proposal and other matters the committee deems relevant. **If an entity is requested to come for an interview, the key individuals listed in the RFQ/P must attend the interview.**

12. EVALUATION AND SELECTION

Following the evaluation process, the selection committee will make recommendations to the DISTRICT regarding selection of a firm(s).

The CONSULTANT with the highest score will be considered the apparent winner and will be invited to enter fee negotiations with the DISTRICT. If the fee proposal proves unacceptable and is not successfully negotiated, the DISTRICT reserves the right to negotiate with the next highest scoring CONSULTANT.

The apparent winner will be notified within 48 hours of the interview and should be prepared to discuss all matters relating to the RFQ/P process, including, but not limited to the following items:

- Time and Material rate sheet
- Design service fee percentage (Fees, profit, overhead etc.)
- Statement of Work
- Confirmation that all scope items from the original RFQ/P will be addressed
- Any exclusions
- Number of hours (if applicable)
- Number of people (if applicable)
- Other resources and their uses
- Anticipated reimbursable

- Number of site visits, community outreach meetings, committee meetings, stakeholder’s meetings anticipated to complete the scope of work, access to facilities and personnel.

13. **BID PROTEST PROCEDURE**

Any bid protest by any bidder must be submitted in writing before 5:00 p.m. of the third business day following the date of bid opening to Ilene Mehrez, Procurement & Contracts Supervisor at mehrez.ilene@pusd.us. After bid opening, bid results, Designation of Subcontractor list(s), and other bid documents must be requested in writing, via email, from Ilene Mehrez, Procurement & Contracts Supervisor (mehrez.ilene@pusd.us) before 5:00 p.m. of the third business day following date of bid opening.

a. Submission of Bid Protest: The protest shall specify the reasons and facts upon which the protest is based. The protest must refer to the specific portions of all documents that form the bases for the protest. A protesting bidder must have actually submitted a bid. A bidder may not rely on the bid protest submitted by another bidder, and must timely pursue the bidder’s own protest. Any protesting bidder must include the name, address, and telephone number of the person representing the protesting party. Any protesting bidder must provide an e-mail address. By filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable.

b. Resolution of Bid Controversy: The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District no later than 5:00 p.m., no later than three (3) working days after the deadline for submission of the bid protest, as set forth above, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving and award depending upon the outcome of the protest. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District’s reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

c. Appeal: If the protesting bidder or the apparent lowest responsible bidder is not satisfied with the decision, the matter may be appealed to Leslie Barnes, Chief Business Officer, or designee, within three (3) calendar days after receipt of the District’s written Decision on the Bid Protest. The appeal must be in writing and sent via overnight registered mail and email with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Ref.: RFQ/P No. 04-21/22
Pasadena Unified School District
Department of Business Services
351 S. Hudson Ave,
Pasadena, CA 91109

The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF THE RFQ/P

ATTACHMENT 1

SAMPLE

**PASADENA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**

**PASADENA UNIFIED SCHOOL DISTRICT
AGREEMENT FOR DESIGN PROFESSIONAL SERVICES**

SAMPLE

[INSERT NAME OF PROJECT]

1. Parties and Date

This Agreement is made and entered into this ___ day of _____, 20___, by and between the **PASADENA UNIFIED SCHOOL DISTRICT**, a public school district organized under the laws of the State of California with its principal place of business at **351 S. Hudson Ave., Pasadena, CA 91109** (“District”) and **[INSERT NAME OF ARCHITECT], [INSERT ADDRESS OF ARCHITECT]** (“Architect”). District and Architect are sometimes individually referred to as a “Party” and collectively as “Parties” in this Agreement.

2. Recitals

2.1 The District is a public agency school district organized under the laws of the State of California, with power to contract for the services provided for herein.

2.2 The District intends to construct a school facility in the District to be known as the **[INSERT NAME OF PROJECT]** (“Project”). The Project shall be the construction of selected classroom buildings and facilities located at: **[INSERT LOCATION OF PROJECT]**.

2.3 District requires the services of a duly qualified and licensed architect to perform the services required by this Agreement. Architect represents that it is aware of the District's plans with respect to the Project.

2.4 Architect warrants that it and all of its affiliates who will be providing services to the District under this Agreement are fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2 herein, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

2.5 The District desires to engage Architect to render the services for the Project as provided hereunder.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional architectural and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as the “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Architect shall name a specific individual to act as Project Architect, subject to the approval of District. Architect hereby designates [INSERT NAME OF INDIVIDUAL ARCHITECT], (License No. [INSERT INDIVIDUAL’S LICENSE NUMBER]) to act as the Project Architect for the Project. The Project Architect shall: (1) maintain oversight of the Project at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project and be available to participate in meetings with committees and the community as needed. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect as deemed by the District. In the event that District and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement for cause.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence, as determined by the District, upon written approval of the District. In the event that District and Architect

3.3.3 **Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect’s agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** Architect shall promptly obtain written District approval of any assignment, reassignment or replacement of such architects, engineers, experts and

consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees.**

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Architect shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays or errors and omissions in the design or construction of the Project. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect represents and warrants that all of its employees, architects, engineers, experts and other consultants have sufficient skill and experience to perform the Services assigned to them skillfully and competently. Finally, Architect represents and warrants that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.4.2 **Performance of Employees.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable existing and proposed local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Architect shall be solely responsible for all costs arising

therefrom. Architect shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to fully comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit “A” attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect, may be compensated as Additional Services at the discretion of the District. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit “A” attached hereto. For the preparation of all such drawings and specifications, the Architect shall use Computer Aided Design Drafting (“CADD”) (e.g., AutoCAD, REVIT) or other technology acceptable to the Architect and the District as evidenced in writing.

3.5.3 Americans with Disabilities Act. Architect will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (“ADA”). Architect shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. If the Architect fails to bring such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, any damages or costs arising from the Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are determined to be incorrect by the District. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct. Architect will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations, including employing lawyers and/or other consultants to determine the proper interpretation of any applicable legal requirements. Architect must also inform the District of any inconsistencies and conflicting interpretations as they arise.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations as charged by the applicable agencies shall be reimbursed by the District.

3.6 **Independent Contractor.** District retains Architect on an independent contractor basis and Architect and its affiliates are not employees of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect are also not employees of District, and shall, at all times, be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** Architect shall perform all Services hereunder as expeditiously as possible while being consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Architect shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Architect agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times and respond to inquiries in a timely manner.

3.7.2 **Performance Schedule.** Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately unilaterally terminate this Agreement. The schedule shall not be exceeded by Architect, without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Architect will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays.** Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees outside of Architect's control; (2) the actions of those in direct contractual relationship with District outside of Architect's control; (3) the actions of any governmental agency having jurisdiction over the Project outside of Architect's control; (4) the actions of any parties not within the reasonable control of the Architect; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 **Request for Excusable Delay Credit.** The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. Upon review of the facts and the extent of the delay, the District may grant an extension of time for completing the Services when, in its sole discretion, the facts justify such an extension. The District's determination thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, no Additional Services shall take place until the parties mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 **Architect Services.** Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 **Additional Architect Services.** At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used throughout this Agreement, "Additional Services" is defined to mean only:

- (1) any work determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or
- (2) any work listed as Additional Services in Exhibit "A" attached hereto.

Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without a written agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Additional Services do not include any redesign or revisions to drawings, specifications or other documents when

such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 **District Responsibilities.** District’s responsibilities shall include the following:

3.10.1 **Data and Information.** District shall make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget (“District’s Preliminary Construction Budget”). As indicated in Exhibit “B” attached hereto, the District’s Preliminary Construction Budget shall be used to estimate the Architect’s Total Compensation for the Project, subject to change as provided in Exhibit “B” attached hereto.

3.10.2 **Project Survey.** If required pursuant to the scope of the Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District’s expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under the direction and supervision of the Architect, and shall be responsible to follow, and act in accordance with, the policies of District and provisions of this Agreement. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record.

3.10.4 **Bid Phase.** Distribute Construction Documents to bidders and conduct the opening and review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other

environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** Review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or administrators. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

3.11.1 **Architect's Compensation for Basic Services.** Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Architect, for the performance of all Services rendered under this Agreement, the total amount of [INSERT WRITTEN AMOUNT] Dollars and [INSERT WRITTEN AMOUNT] Cents (\$_____) ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement pursuant to Exhibits "A" and "B" attached hereto, shall constitute complete and adequate payment for the Services provided under this Agreement.

3.11.2 **Payment for Additional Services.** Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, which are approved in

advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit “C” attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing in advance by District, which approval may be evidenced by inclusion in Exhibit “C” attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for all expenses including but not limited to the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) bid document duplication costs in excess of \$[_____]; and (5) other costs, fees and expenses in excess of \$[_____].

3.11.4 **Payment to Architect.** Architect’s compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit “B” and the compensation rates indicated in Exhibit “C” attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit “B” attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent

billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.

3.11.5 **Withholding Payment to Architect.** The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind which arise out of or are caused by the negligence, recklessness, or willful misconduct of Architect pursuant to the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be otherwise contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages.** Architect acknowledges and complies with the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws.

3.12 **Notice to Proceed.** Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment.**

3.13.1 **District's Termination for Convenience.** District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect, pursuant to the indemnification provisions under this Agreement. Upon the District's request and authorization, Architect shall perform any and all additional Services necessary to wind up the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause** This Agreement may be terminated by the Architect upon fourteen (14) days written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform, status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the district to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work.** If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Documents and Other Data.** Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under

the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.13.5 **Employment of other Architects.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Documents; Confidentiality.**

3.14.1 **Ownership.** Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the “Project Documents”) shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 **License**. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Architect shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.14.4 **Right to License**. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.5 **Confidentiality**. All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's

name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.15 **Indemnification.** Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants, agents, or other affiliates in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, loses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

3.16 **Insurance.**

3.16.1 **Time for Compliance.** Architect shall not commence Services under this Agreement until it has received confirmation from the District that it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.16.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverages shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.16.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.16.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insurers with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(B) **Automobile Liability.** The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insurers with respect to the ownership, operation, maintenance, use, loading or unloading of

any auto owned, leased, hired or borrowed by the Architect or for which the Architect is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) **All Coverage.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.16.5 **Separation of Insurers; No Special Limitations.** All insurance required by this Section shall contain standard separation of insurers provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.16.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.16.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.16.8 **Verification of Coverage.** Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work

commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.16.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts or other consultants. Unless otherwise approved by the District, the architects, engineers, experts and other consultants shall comply with each and every provision of this Section.

3.17 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District any time during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.18 **Standardized Manufactured Items.** Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.19 **Limitation of Agreement.** This Agreement is limited to and includes only the work included in the Project described herein. Any additional or subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for architectural services between District and the architect chosen therefor by District.

3.20 **Mediation.** Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.21 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.22 **Asbestos Certification.** Architect shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.23 **Disabled Veteran Business Enterprise Certification.** If required for this Project, Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Architect fails to comply with this requirement, the Agreement shall be deemed canceled.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which is not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 **Exhibits and Recitals.** All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth.

3.28 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.29 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.30 **Safety**. Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.31 **Delivery of Notices**. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

PASADENA UNIFIED SCHOOL DISTRICT
351 S. Hudson Ave.,
Pasadena, CA.91109
Attn: Dr. Leslie Barnes

Chief Operating Officer

ARCHITECT:

[INSERT ADDRESS OF ARCHITECT]

Attn.: _____

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 **Attorney's Fees**. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.33 **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

3.34 **District's Right to Employ Other Consultants**. District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.

3.35 **Prohibited Interests**.

3.35.1 **Solicitation**. Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.35.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.36 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Architect shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.37 **Labor Certification.** By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 **Fingerprinting Requirements.** Unless exempted, Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "D" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

3.39 **Subcontracting.** As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.40 **Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.41 **Drug/Tobacco Free Facilities.** All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.42 **Authority to Execute.** The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

PASADENA UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: Dr. Leslie Barnes

Title: Chief Finance & Operation Officer

Attest: _____

[INSERT TITLE]

[INSERT NAME OF ARCHITECT]

By: _____

Date: _____

Name: _____

Title: _____

Fed. Tax I.D. # _____

Attest: _____

[INSERT TITLE]

EXHIBIT “A”

ARCHITECT’S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

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

1.2 **Exclusions from Basic Services.** The following services shall be excluded from the basic services listed above: **[INSERT LIST OF EXCLUDED SERVICES]**.

1.3 **Additional Services.** Architect shall perform the following Additional Services for the Project:

The Architect shall perform the following additional services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit “C.”

[SAMPLE ONLY**]**

[DISTRICT TO NEGOTIATE ADDITIONAL SERVICES WITH ARCHITECT]

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

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

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager.

The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

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

2. **INITIAL PLANNING PHASE.**

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

2.1 **Educational Programming.** Assist District in the preparation of educational programming for the Project to define the scope, size, space relationship and site development.

2.2 **Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data and inventory to be provided by the District.

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

make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

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

3. **SCHEMATIC PLAN PHASE.**

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

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

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

3.3 **Schematic Plans.** In cooperation with District, Architect shall prepare the conceptual design of the Project, illustrating the scale and relationship of the Project components (“Schematic Plans”). The Schematic Plans shall include a conceptual site plan, if appropriate, and preliminary plans and studies, sections, elevations, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural concept of the buildings. Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect’s option, the Schematic Plans may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules and regulations of the State of California, including but not limited to, the regulations of the State Department of Education (5 Cal. Code Regs. § 14000 et seq.) or the Office of Public School Construction (“OPSC”), as well as any guidelines implemented by the State Department of Education. All Schematic Plans shall be

prepared in a form which may be submitted to the State Department of Education and OPSC for approval. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

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

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

4. **DESIGN DEVELOPMENT PHASE.**

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

4.1 **Approval and Revisions.** District shall review, study, and check the Schematic Plans presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District’s Governing Board, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Architect shall make all District requested changes,

additions, deletions, and corrections in the Schematic Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

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

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

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

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

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

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

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

A. **Basic Requirements.**

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

B. **Incorporation of Design Standards.**

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

1. **Conserve Natural Areas:** Conservation of existing natural areas on the Project site to the maximum extent possible.
2. **Volume and Flow (Hydromodification) Control:** Incorporation of non-structural and structural measures to manage the volume and flow of storm water runoff from the completed Project site, and replicate the pre-project water balance (defined as the volume of rainfall that ends up as runoff) for the smallest storms up to the 85th percentile storm event. For sites whose disturbed area exceeds two acres, preserve the pre-construction drainage density (miles of stream length per square mile of drainage area) for all drainage areas within the area serving a first order stream14 or larger stream and

ensure that post-project time of runoff concentration is equal or greater than pre-project time of concentration.

3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the completed Project site as described in Section C below.
4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and storm water system are performing as designed.

C. Specific Requirements for BMPs.

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

http://cfpub1.epa.gov/npdes/stormwater/swphase2.cfm?program_id=6.

or in the County of Los Angeles' Low Impact Development Handbook which can be found at:

http://dpw.lacounty.gov/wmd/LA_County_LID_Manual.pdf

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

5. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

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

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

5.2 **Final Working Drawings and Specifications.** Once District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work (“Final Working Drawings and Specifications”). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. As indicated in Section 3.10.2, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings (“existing record drawings”) in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

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

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

5.5 **Costs of Construction.** It is understood by Architect that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

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

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

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

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

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

7. **BID PHASE.**

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

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

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

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

8. **CONSTRUCTION PHASE.**

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

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

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

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

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

8.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall direct the Project inspectors and the Project contractors, and shall coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work

completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

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

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

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

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

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

8.12 **Review and Response to Submissions.** Architect shall review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, change

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

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

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

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

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

such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

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

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

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

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

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

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

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

Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants.

9. **RECORD DRAWINGS.**

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

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

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

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

10. **WARRANTY PERIOD.**

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

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

EXHIBIT “B”

FEE AND PHASING/FUNDING SCHEDULES

1. Fee Schedule.

The Architect and District have used the District’s Preliminary Construction Budget to establish an estimate of the Architect’s Total Compensation based upon a not to exceed fixed percentage fee of _____ % the Computed Cost, as defined below. Accordingly, the Architect’s current estimated Total Compensation is _____ (“Total Compensation”).

Computed Cost:

The Computed Cost is calculated based on the sum of the initial awarded construction contract(s), plus the cost of all authorized change orders for such contracts as described below in Section B, and so long as any such change orders were not made necessary by the intentional or negligent acts, errors or omissions of Architect, its officials, officers, employees, subcontractors, consultants or agents. The Computed Cost will not include General Conditions and related Construction Management fees. Architect shall receive no additional fee for required calculations, drawings or processing of change orders for items caused by Architect’s errors or omissions even if such errors or omissions add value to the Project.

2. Phasing/Funding Schedule.

Progress payments towards Total Compensation shall never exceed the following percentages of Total Compensation as of the phase indicated:

Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments Services in each phase shall total the following percentages of the Total Compensation payable:

[SAMPLE ONLY-TO BE NEGOTIATED**]**

Schematic Design Phase	_____ percent (10%)
Design Development Phase	_____ percent (15%)
Construction Documents Phase	_____ percent (50%)
Bidding or Negotiation Phase	_____ percent (5%)
Construction Admin. Phase	_____ percent (20%)
Total Compensation	(100%)

EXHIBIT “C”

COMPENSATION RATES AND REIMBURSABLE EXPENSES

[SAMPLE ONLY-TO BE NEGOTIATED**]**

1. Hourly Compensation Rates.

	HOURLY RATES
Principal	
Regional Vice President	
Educational Services	
Project Architect	
Senior Project Manager	
Director of Design	
Cost Estimator	
Project Manager	
Senior Construction Administrator	
Senior Designer	
Interior Design Director	
Designer	
Graphics	

Project Leader	
Technical Services/QA Plan Reviewer/Spec Writer	
Labor Compliance	
Interior Senior Designer	
Job Captain	
Senior Drafter	
Intermediate Drafter	
Junior Designer	
Educational Services Support	
Computer Services	
Interior Design/Project Coordinator	
Drafter	
Intern Architect	
DSA Coordinator	
Construction Administration Support	
Contract Administrator	
Admin Support	

These are the current hourly rates effective _____ through _____. Increases in the above hourly rates shall be made only by an authorized amendment to this Agreement.

2. **Reimbursable Expenses.**

[INSERT AUTHORIZED REIMBURSABLE EXPENSES AS NEGOTIATED]

3. **Additional Services.**

Additional Services shall be computed at the actual hourly rates described above.

4. **Additional Consultants.**

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus **[INSERT WRITTEN AMOUNT]** percent (____%). District shall have the authority to review and approve the rates of any such consultants.

EXHIBIT “D”

CONTRACTOR FINGERPRINTING REQUIREMENTS

Architect Certification

With respect to the Agreement dated _____ 20__ by and between the **PASADENA UNIFIED SCHOOL DISTRICT** (“District”) and **[INSERT NAME OF ARCHITECT]** (“Architect”) for the provision of architectural services, Architect hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Architect Exemption

Pursuant to Education Code section 45122.1, the **PASADENA UNIFIED SCHOOL DISTRICT** (“District”) has determined that **[INSERT NAME OF ARCHITECT]** (“Architect”) is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Architect (“Agreement”) because:

- The Architect’s employees will have limited contact with District students during the course of the Agreement; or

- Emergency or exceptional circumstances exist.

Dr. Leslie Barnes
Chief Finance & Operations Officer

Date

Architect’s Consultant Certification

The **PASADENA UNIFIED SCHOOL DISTRICT** (“District”) entered into an agreement for architectural services with **[INSERT NAME OF ARCHITECT]** (“Architect”) on or about _____ (“Agreement”). This certification is submitted by _____, a consultant to the Architect for purposes of that Agreement (“Consultant”). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant’s Representative

Date

Architect’s Consultant Exemption

The **PASADENA UNIFIED SCHOOL DISTRICT** (“District”) entered into an agreement for architectural services with **[INSERT NAME OF ARCHITECT]** (“Architect”) on or about ____ ____ (“Agreement”). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Architect for purposes of that Agreement (“Consultant”), is exempt from the criminal background check certification requirements for the Agreement because:

- The Consultant’s employees will have limited contact with District students during the course of the Agreement; or

- Emergency or exceptional circumstances exist.

Dr. Leslie Barnes
Chief Finance & Operation Officer

Date

ATTACHMENT 2

PASADENA UNIFIED SCHOOL DISTRICT

FINANCIAL INTEREST CERTIFICATION

FINANCIAL INTEREST CERTIFICATION

I _____, acting as the _____, am an authorized representative of _____ (“Consultant”) and do hereby certify that for the term of the agreement contemplated by this proposal, that other than past or future contracts with the District as an entity, no officer, contractor, subcontractor, or employee of Consultant has, or shall have, any financial interest or business relationship with any individual member(s) of the District’s governing board or staff and that no such District board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this proposal, or obtain any present or anticipated material benefit arising therefrom.

By: _____

Name: _____

Title: _____

Date: _____