



# Irvine Unified School District Request for Qualifications Consultant Pool Architectural Design Services

April 29, 2026

## I. OVERVIEW

- A. The Irvine Unified School District (“District”) seeks to solicit experienced firms specializing in architectural design services for TK-12 school facilities to submit qualifications for the purposes of updating and re-establishing a consultant pool for upcoming projects. Firms deemed qualified, may be asked to submit a fee proposal, through a separate Request For Proposal, for specific services on a variety of school facility projects which may include new construction, modernization, renovation, or expansion.
- B. The District anticipates the consultant pool to consist of 15 to 20 experienced firms.
- C. Selection of firms will be based on their ability to meet and exceed the criteria established within the District’s Request For Qualifications (“RFQ”), however, if a firm is selected to be part of the consultant pool, it does not guarantee award of future work.
- D. Once the consultant pool has been established, a Request For Proposal for a specific project will be issued to a shortlist of firms, typically between three (3) to four (4) firms. The creation of a shortlist will be based on a firm’s RFQ submittal and their experience with similar school facility projects. This process may vary by project and the District reserves the right to select a firm from the consultant pool to perform work on a specific project. If a firm is selected to provide services, they will be required to execute an Irvine Unified School District’s standard agreement (refer to Section IX for sample agreement).

## II. BACKGROUND

- A. Located in Orange County, California, the Irvine Unified School District is committed to the highest quality educational experience for its students. The District enrolls over 37,000 TK-12 students in its forty-five (45) school sites which includes twenty-four (24) elementary schools, five (5) K-8 schools, six (6) middle schools, five (5) comprehensive high schools, and one (1) alternative high school. In addition, the District’s educational programs include an Early Childhood Learning Center, San Joaquin Schools (blended learning), Irvine Adult Transition Program, Irvine Adult School, and Irvine Virtual Academy. The District’s school calendar includes a traditional calendar and a year-round calendar. The District and the City of Irvine have formed a unique partnership through the Irvine Child Care Project. This program allows before and after-school child care for students enrolled at one of the District’s twenty-nine (29) elementary school sites.
- B. The District has nationally recognized schools with student performance well-above state and national comparisons. Since becoming a unified district in 1972, the District’s neighborhood schools are a clear reflection of the neighborhoods they serve. Open enrollment policies, on a space-available basis, encourage and support parental choice. Collectively, the contributions of creative site-based management teams; talented and caring teachers; involved parents; and supportive business and community leaders have made student achievement a top priority. For more information visit [www.iusd.org](http://www.iusd.org).

## III. REQUEST OF QUALIFICATIONS DUE DATE AND TIME

- A. Due date for submitting qualifications:  
Date: Friday, May 29, 2026  
Time: 2:00 pm  
Location: Irvine Unified School District – Facilities Planning and Construction Services Department  
2015 Roosevelt, Irvine, CA 92620

#### IV. GENERAL INFORMATION

- A. Upon obtaining the RFQ, all firms must immediately register in order to receive subsequent notifications and/or addenda to the RFQ. It is solely the firm's responsibility to properly and timely register. The District will not be responsible for firms failing to properly register or failing to receive notifications or addenda.
- B. Registration
  1. Each firm shall register using the link below and provide the firm's full business name, business address, business phone number, and primary and secondary points of contact with corresponding email addresses. [RFQ Registration Form - Architectural Services](#)
- C. Questions or clarifications shall be submitted as a Request for Information (RFI).
  1. All RFIs shall be in writing and emailed to the following email address: [facilitiesplanning@iusd.org](mailto:facilitiesplanning@iusd.org)
  2. In the subject line, insert: "Architect RFQ Request for Information."
  3. All RFIs must be submitted by the date stated under Section VIII. RFIs received in a timely manner will be responded to in the form of an addendum. RFIs received after the deadline will not receive a response.
  4. The District will not be scheduling or accepting requests to tour District school sites or facilities. Any firm visiting or touring sites during school hours will be excluded from further consideration for this RFQ.

#### V. SUBMITTAL REQUIREMENTS

- A. Each firm responding to the RFQ shall submit one (1) electronic copy, Portable Document Format (PDF), on a flash drive plus three (3) printed copies in a sealed envelope marked as follows:

**Irvine Unified School District – Facilities Planning and Construction Services Department**  
2015 Roosevelt, Irvine, CA 92620  
Attention: Kathleen Gil, Facilities Planner  
Request for Qualifications for Consultant Pool - Architectural Design Services  
[insert due date and time]  
[insert name of firm]
- B. Copies shall be printed in color, double-sided, on 8 ½" x 11" paper, and bound.
- C. RFQ submittal shall be limited to fifteen (15) pages. Page limit does not include front and back covers, table of contents (if included), letter of interest/introduction, divider tabs, detailed resumes, detailed project data sheets, and supplemental information.
- D. Firms interested in submitting an RFQ shall not contact members of the Board of Education ("Board") or District staff with the exception of the District Contact. Firms who contact any member of the Board or District staff will be excluded from further consideration for this RFQ. Any oral communication with District staff or District Contact concerning this RFQ shall not be binding or excuse the firm of the requirements set forth in this RFQ.
- E. Statements found in the RFQ submittal to be incomplete, inaccurate, or misleading may deem the firm non-responsive and/or negatively affect the evaluation of the RFQ submittal.
- F. Firms submitting an RFQ submittal shall be responsible for all expenses in preparing their submittal. The District shall not be responsible or have any obligation for these expenses.
- G. Refer to Exhibit C: Scope of Services for responsibilities and tasks.

## VI. SUBMITTAL CONTENTS

- A. Each firm responding to the RFQ shall include the following sections, separated by divider tabs, within the RFQ submittal:
  - 1. Letter of Interest/Introduction/Acknowledgement of Addenda
  - 2. Qualifications
  - 3. Experience
  - 4. Project Team
  - 5. Attachments
- B. Letter of Interest/Introduction
  - 1. Include name of firm, type of firm (e.g., sole proprietorship, Limited Liability Company, corporation, etc.), years in business under current name, address, telephone number, and name of principal contact. Include a statement on why the firm believes they are most qualified for the consultant pool. Letter must be signed by representative of firm who is authorized to bind the firm by contract.
  - 2. If two (2) or more firms are forming a Joint-Venture or partnership, include information specified under section VI.B.1 for each firm.
- C. Qualifications
  - 1. Describe firm's experience working for California TK-12 school districts.
  - 2. Describe firm's experience working with the Division of the State Architect.
  - 3. Provide additional information related to firm's qualification.
- D. Experience
  - 1. Provide a list of ten (10) completed construction projects for California TK-12 school districts where the firm was the lead firm on the project.
    - a. Completed construction projects must be within the past ten (10) years.
      - i. Include the school district, contact, project name, construction value, start and finish dates, and construction delivery method, e.g., design-bid-build, lease-leaseback, construction management multiple prime, etc. Include a description of the project and project highlights.
  - 2. Provide a list of at least three (3) California TK-12 school districts as a reference.
    - a. Include the district representative most familiar with firm's services, title, email, and telephone number. Provide the name of the construction project pertaining to the district representative.
  - 3. Provide a list of the firm's litigation history over the past ten (10) years.
    - a. Include litigation, specific to construction projects, that are current, pending, or resolved. Identify if the firm is either a plaintiff or defendant. Include outcome of resolved lawsuits.
- E. Project Team
  - 1. Submit an organizational chart of the proposed team including subconsultants and/or engineers. Identify lines of communication between the team.
    - a. Provide resumes for individuals on the proposed team. For each individual, include the role and responsibility they will take on the project(s), specific job title, education, professional licenses, certifications, years in the construction industry, and experience with TK-12 construction projects.
    - b. Provide company information on subconsultants and engineers being proposed. Include resumes for key individuals listing similar information requested above.
    - c. If the firm intends to provide architectural/engineering services under one (1) firm, include information specified under section VI.E.1.a for each discipline.

F. Attachments

1. As necessary, include detailed resumes, project data sheets, and other supplemental information relevant to the firm.

**VII. SELECTION PROCESS**

A. Recommendations to the Board will be based upon, but not limited to, the following criteria:

1. Conformance with the RFQ including organization, clarity, and completeness of the RFQ submittal,
2. Qualifications and experience of firm as it pertains to school facilities,
3. References from California TK-12 school districts,
4. Past litigation, and
5. Proposed Project Team including individuals, subconsultants, and engineers.

B. The District reserves the right to accept or reject any and all submittals.

C. District staff will recommend a list of firms to the Board for inclusion into the consultant pool. There will not be a minimum or maximum number of firms in the consultant pool, however, the District staff anticipates recommending between 15 to 20 experienced firms.

**VIII. RFQ SCHEDULE**

A. The following activities and dates represent the RFQ schedule. Revisions, if necessary, to the activities and/or dates will be issued through an addendum.

- |   |                               |
|---|-------------------------------|
| 1. Request for Qualifications available           | Wednesday, April 29, 2026     |
| 2. Last date to submit Request For Information    | Tuesday, May 19, 2026         |
| 3. Last day to issue Addenda                      | Friday, May 22, 2026          |
| 4. Due date for Request for Qualifications        | Friday, May 29, 2026 @ 2:00pm |
| 5. Recommendation for Board of Education Approval | Tuesday, June 23, 2026        |

**IX. EXHIBITS**

A. The list of exhibits below is intended to provide general information on potential projects. Once a Request For Proposal is issued, these exhibits will be modified and tailored to each specific project. These exhibits are not intended to be all inclusive and will vary by project.

1. Exhibit A: Project Description
2. Exhibit B: Project Schedule
3. Exhibit C: Scope of Services
4. Exhibit D1: Independent Contractor Agreement – Sample
5. Exhibit D2: Architectural Services Agreement – Sample
6. Exhibit E: Certificate of Liability Insurance - Sample



# Irvine Unified School District

## Exhibit A – Project Description

### Architectural Design Services

April 29, 2026

#### I. OVERVIEW

- A. The Irvine Unified School District (“District”) has over 41 school sites with the oldest school constructed in the late 1960s. The District continues to construct new schools, modernize, expand, and modify schools and support services facilities.

#### II. PROJECT TYPES

- A. District projects have varied from an addition of a 960 square foot leased classroom relocatable classroom building to various building expansions. Individual construction project costs are expected to range between \$25,000 to \$25 million. Upcoming projects may include (subject to change) the following:
  - 1. Bond Measure E Improvements (passed in 2016)
    - a. Modernization of specific facilities
    - b. Construction of new music classroom buildings
    - c. Classroom expansion of Elementary schools
  - 2. Modernization
    - a. Modernizations of Elementary, Middle, and High schools
  - 3. Expansion
    - a. Placement of new relocatable classroom buildings
    - b. Classroom expansion of Elementary, Middle, and High schools.

#### III. CONSTRUCTION DELIVERY METHODS

- A. Traditionally, the District procures contractors through either the Design-Bid-Build method (single general contractor) or Construction Management Multiple Prime method (multiple prime contractors). At this time, the District anticipates continuing to use these procurement methods.
- B. Depending on the project, the District may hire a construction management firm to provide management services during the preconstruction phase and construction phase/close-out phase.

#### IV. FUTURE PROJECTS

- A. The District anticipates additional funds from the sale of future General Obligation Bonds (Measure E), developer fees funds, and other fund sources. Projects funded through these sources may include:
  - 1. New relocatable classroom buildings
  - 2. New buildings (music, nutrition services, multipurpose, gym, etc.)
  - 3. Modernization of schools and facilities
  - 4. Expansion of schools.



# Irvine Unified School District

## Exhibit B – Project Schedule

### Architectural Design Services

April 29, 2026

#### I. OVERVIEW

- A. The Irvine Unified School District (“District”) implements a collaborative and communicative process on every project. District staff ensures stakeholders are involved throughout the process from the beginning of a project to its completion. A typical project includes the following stakeholders:
1. School sites (administration, staff, students, parents, and community)
  2. Facilities Planning and Construction Services
  3. Maintenance, Operations, and Transportation
  4. Fiscal Services
  5. Risk Management (Safety and Security)
  6. Nutrition Services
  7. Education Services (Visual Arts and Performing Arts and Special Education)
  8. Information Technology
  9. Consultants
  10. Contractors and vendors.

#### II. SCHEDULE

- A. The District will provide a summary project schedule identifying milestone dates and durations for various tasks. This project schedule will follow a traditional four (4) phased project approach: preconstruction, bid and award, construction, and close-out as expanded below:
1. Preconstruction Phase
    - a. Planning/Programming (feasibility studies)
    - b. Schematic Design
    - c. Design Development
    - d. Construction Documents
    - e. Division of State Architect (DSA) review and approval
  2. Bid and Award Phase
    - a. Bid Period
    - b. Award Phase
  3. Construction Phase
    - a. Mobilization
    - b. Submittal Review
    - c. Fabrication
    - d. Construction
  4. Close-out Phase
    - a. Punchlist Completion
    - b. DSA close-out.

#### III. DETAILED DESIGN AND AGENCY APPROVAL SCHEDULE

- A. The Architect will be responsible for developing and implementing a detailed design phase schedule concluding at the start of the bidding phase.

#### **IV. DETAILED CONSTRUCTION SCHEDULE**

- A. The construction management firm will develop a detailed master construction and close-out schedule which will be incorporated into the contract documents. During construction, the construction management firm will status, review, and update the master construction schedule on a regular basis.

#### **V. PROJECT DURATIONS**

- A. Project durations are predicated upon the school site and/or facility needs. Whenever possible, projects will be scheduled and completed in a sequential, more conventional, manner. Construction of these projects could take between six to twelve months and occur while students and staff are on-site. In some situations, the project may need to be expedited and completed when students are not on campus during the summer break (10-weeks).



# Irvine Unified School District

## Exhibit C – Scope of Services

### Architectural Design Services

April 29, 2026

#### I. OVERVIEW

- A. The Architect is responsible to the Board of Education and the Division of the State Architect (“DSA”) to ensure the work is designed and completed in accordance with all regulations and the approved plans and specifications.
- B. If the Architect intends to provide architectural and engineering services as one entity, Architect shall clearly delineate the lines of responsibilities and maintain proper licenses, certifications, as required.

#### II. REQUIREMENTS

- A. Architect shall mean an architect holding a valid license under Chapter 3, Division 3, of the California Business and Professions Code.
  - 1. Architect shall be licensed to practice in the state of California.
  - 2. At the time of the submission of the response to the Request For Qualification, the Architect shall have an active and valid license.
  - 3. If an Architect is selected to be part of the consultant pool, the Architect shall maintain an active and valid license.
- B. Professional Engineer shall mean an Engineer holding a valid certificate under Division 3, Chapter 7 of the California Business and Professions Code, in that branch of engineering which is applicable.
- C. Per Title 24, California Code of Regulations, Part I, Section 4.316, an Architect or Structural Engineer shall be responsible for the preparation of the plans, specifications and observation of the work of construction.
- D. Architect shall meet the requirements of DSA Interpretations of Regulations, IR A-24 and Title 24 California Code of Regulations.

#### III. SCOPE OF SERVICES

- A. Refer to the sample Exhibit D1 - Independent Contractor Agreement and D2 - Architectural Services Agreement.
- B. The anticipated scope of services generally includes, but are not limited to, the following:
  - 1. Provide Architectural services.
  - 2. Provide Engineering services which may include civil, structural, mechanical, plumbing, and electrical.
  - 3. Provide surveying services to complete a topography of the existing site.
  - 4. Provide interior design and other services as required.
  - 5. Prepare plans and specifications for each phase of design: Schematic Design, Design Development, and Construction Documents.
  - 6. Prepare a Basis-of-Design narrative for the project.
  - 7. Prepare renderings to clearly show intent of design.
  - 8. Provide materials and color boards for District, school site, and construction manager.
  - 9. Prepare detailed cost estimates of design and reconcile with the District’s consultants.
  - 10. Request checks for fire flow tests and California Geological Survey review.
  - 11. Prepare utility applications and obtain permits.
  - 12. Coordinate and complete Division of the State Architect forms, as required.
  - 13. Assist with California Department of Education and Office of Public School Construction applications and funding submittals.

14. Submit documents to the Division of the State Architect for review and approval.
15. Prepare detailed meeting minutes.
16. Modify documents to incorporate revisions into the drawings and specifications.
17. Submit monthly invoices with a monthly Progress Report.
18. Redesign drawings if project is over-budget.
19. Provide construction and close-out administration of the project.

#### **IV. SERVICES AND/OR CONSULTANTS PROVIDED BY DISTRICT**

- A. Construction Management
- B. Environmental (EIR/CEQA)
- C. Geotechnical investigation
- D. Hazardous materials investigation
- E. Stormwater Pollution Prevention Plan (QSD/QSP)
- F. DSA Project Inspector
- G. Geotechnical testing and inspection
- H. Materials testing and inspection
- I. Surveying (during construction)
- J. Labor Compliance
- K. Building commissioning

**Exhibit D1– Independent Contractor Agreement**  
**Architectural Design Services**  
**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is hereby dated this **XX day of Month, 2025** (the “Effective Date”) between the Irvine Unified School District (**School Site**), hereinafter referred to as “District,” and **Contractor’s name, address, and phone number**, hereinafter referred to as “Contractor.”

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide **XXXXXXXXXXXXXXXXXXXXXXX**, hereinafter referred to as “Services”.

2. Term. Contractor shall commence providing Services under this Agreement on **Month day, 20XX** and will diligently perform as required and complete performance by **Month day, 20XX**.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **Amount In Words Dollars (\$XXXXXX.XX)**. District shall pay Contractor within thirty (30) days of receipt of Contractor’s invoice detailing the services rendered.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of Contractor’s employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Contractor assumes the full responsibility for the acts and/or omissions of Contractor’s employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor’s employees.

6. Materials. Contractor shall furnish, at Contractor’s own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor’s Services will be performed in accordance with generally

and currently accepted principles and practices of Contractor's profession.

7. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Contractor; or (b) any act by Contractor exposing the District to liability to others for personal injury or property damage; or (c) Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Contractor, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless Pursuant to Civil Code section 2782.8, CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT and its governing board, officers, employees and agents from every liability, loss, damage or expense, which may be incurred by reason of:

- (a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2)

above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising from the negligence, recklessness, or willful misconduct of the CONTRACTOR, upon or in connection with the Services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Contractor's ability to adhere to the indemnification requirements under this Agreement.

10.1 Contractor shall, at Contractor's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Contractor's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(b) Sexual Abuse and Molestation liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, unless waived/reduced by the District.

(c) Umbrella (excess) liability insurance coverage with a minimum limit of \$3,000,000, unless waived/reduced by the District. The policy shall follow form to the general liability policy and shall not contain an exclusion for sexual molestation and abuse coverage.

(d) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the Contractor drives on behalf of the District in the course of performing Services.)

(e) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived/reduced by the District.

(f) Workers' Compensation and Employers Liability Insurance in a form and amount covering Contractor's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under (a), (b), (c), (d) and (e) above shall not in any way limit the liability of the Contractor.

10.2 No later than ten (10) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

12. Compliance With Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1 Fingerprinting. Education Code section 45125.1 requires that employees of a contractor under contract with a school district shall ensure that such employees who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the Contractor expressly agrees that Contractor and all of Contractor's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Contractor and/or Contractor's current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Contractor

and/or Contractor's employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Contractor shall certify in writing Contractor's compliance with Education Code section 45125.1 to the Governing Board of the District. Contractor's certification shall be signed by Contractor under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Contractor shall fulfill these requirements at its own expense. The District may require the Contractor and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

The Services and scope of work defined in this Agreement

will  (Contractor **must complete Exhibit A** prior to rendering Services.)

will not  (Exhibit A is not applicable.)

require the Contractor to submit to fingerprinting.

Contractor's Signature: \_\_\_\_\_

District Administrator's Signature: \_\_\_\_\_

13. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Employment With Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Force Majeure. Neither party shall be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including but not limited to acts of God, natural disasters, earthquake, fire, flood, strikes, civil commotion, labor disputes, war, terrorism, infectious disease, and pandemics. If such an event continues for sixty (60) or more days, either party may terminate this Agreement by providing a written notification and shall not be liable to the other for failure to perform its obligation and any deposits or any pre-paid fees shall be refunded on a pro-rated basis.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that Contractor will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT:  
Irvine Unified School District  
5050 Barranca Parkway  
Irvine, CA 92604  
Attn: Asst. Superintendent, Business Services

CONTRACTOR:  
Company Name  
Address  
City, State, Zip  
Attn:

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

23. Counterparts. This Agreement may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one (1) instrument that is the Agreement, and the Agreement shall not be binding on any party until all Parties have signed it.

24. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is hereby dated as of the Effective Date.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Name: John Fogarty  
Title: Asst. Superintendent, Business Services  
(a Board Authorized IUSD rep. will sign for IUSD)  
District Board Approved:

By: \_\_\_\_\_  
Name:  
Title:  
Taxpayer Identification No.:

**EXHIBITS**

- Exhibit "A" Certification by Individuals / Contractors Criminal Records Check
- Exhibit "B" Fee Proposal
- Exhibit "C" Project Team
- Exhibit "D" Project Information and Schedule
- Exhibit "E" Invoice Template and Monthly Progress Report - Example
- Exhibit "F" Document Submittal Requirements by Phase (NOT USED) (typically not used on short form architectural agreements or other consultants)
- Exhibit "G" Sample Certification of Liability Insurance and Sample Endorsement for Additional Covered Party
- Exhibit "H" Notice of Injury or Illness Form

**EXHIBIT A**

*If required, Services shall not begin until Individual / Contractor returns this Certification.*

**NOTICE TO INDIVIDUALS / CONTRACTORS**  
**REGARDING VALID CRIMINAL RECORDS SUMMARY**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that anyone who has a contract with a local education agency (school district) shall ensure that any individual / employee who interacts with students outside of the immediate supervision and control of the student’s parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the individual’s / employee’s fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual / employee whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The local education agency shall not permit an individual nor shall the contractor permit its employees to come in contact with any student until the DOJ has ascertained that the individual / employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The individual / contractor shall certify in writing to the governing board of the school district that he/she or its employees who may come in contact with any student has not been convicted of a violent or serious felony.**



**CERTIFICATION BY INDIVIDUAL / CONTRACTOR**

Check one: Individual  Contractor

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_, am the \_\_\_\_\_, of \_\_\_\_\_  
Name of Individual Title Name of Contractor, if applicable  
and I am authorized to execute this Certification on behalf of myself or the Contractor.

- 1. I have carefully read and understand the Notice to Individuals / Contractors Regarding a Valid Criminal Records Summary required under Education Code Section 45125.1.
- 2. Due to the nature of the services that will be provided to the District, I / Contractor’s employees will or may have contact with students of the District outside of the immediate supervision and control of the student’s parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of myself / my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.
4. I, nor any of the employees who will be providing services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor, if applicable

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

**Exhibit D2– Architectural Services Agreement**  
**Architectural Design Services**

**ARCHITECTURAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the IRVINE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “DISTRICT,” and Contractor’s Name, Address, and Phone Number, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural design services for Description of Project, hereinafter referred to as the “PROJECT”; and

**WHEREAS**, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT, if other DISTRICT funds are not available to fund this PROJECT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT’s Board; and

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

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

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

1. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. Within fourteen (14) days, of execution of this AGREEMENT, the ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services. This schedule to be attached as Exhibit “C”. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development, construction documents, bidding and award, and construction phase services covered by this AGREEMENT shall be completed and documents submitted to the DISTRICT according to the schedule included as part of this AGREEMENT as Exhibit “C” and as set forth in Exhibit “E”. The construction documents services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect (“DSA”) for review and approval on or before a date defined by the schedule

attached in Exhibit “C” of this AGREEMENT, unless due to events beyond the direct control of the ARCHITECT.

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

5. The ARCHITECT has been selected based on ARCHITECT’s knowledge of California public schools and ARCHITECT’s knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the Office of Public School Construction (“OPSC”) for state funding, DSA for approvals of plans and specifications, and of the California Department of Education (“CDE”) for site and building approvals and other educational requirements that are applicable to a public school project.

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

7. The ARCHITECT shall design the PROJECT to meet the standards of the State of California High Performance Incentive Program (“HPI”) and the Southern California Edison – Savings by Design (“SCE-SBD”) Program, where the scope for alterations to existing buildings and extent of new construction apply to these programs. If State funding is available, the ARCHITECT will enroll the PROJECT in both programs as defined by HPI and SCE-SBD program submittal requirements. Refer to DISTRICT board resolution number 08-09-39 Sustainability and the Design and Construction of High Performance Schools.

8. The ARCHITECT may hire an acoustical consultant that has the ability to assist in the construction certifications needed to meet the HPI program requirements regardless if State funding is available, where the scope for alterations to existing buildings and extent of new construction applies to this program as an Additional Service per Article III 1.n. This includes testing and certification reporting required of HPI after construction is complete. The acoustical consultant shall also perform the necessary evaluation of the design and include an acoustical report of the consultant’s acoustical evaluation of the Music Classroom(s), Dance Classrooms, Technical Labs and/or spaces adjacent to the restrooms as applicable.

9. Not Used.

10. The ARCHITECT shall coordinate and respond to other DISTRICT consultant reviews such as, but not limited to, Commissioning Agent, School Funding Consultant, and Construction Manager, and shall provide responses to any comments provided as a result of DISTRICT consultant reviews.

11. The ARCHITECT shall provide detailed PROJECT meeting minutes to document action items and decisions made. The meeting minutes shall keep open items on the previous minutes until closed and addressed to the DISTRICT's satisfaction. ARCHITECT to provide meeting minutes within seven (7) days of the meeting for DISTRICT review. Meeting minutes to be finalized within fourteen (14) days of the meeting. The ARCHITECT shall record meeting minutes for all design phases and design related meetings.

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

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services as required herein to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical, plumbing, and electrical engineering, audio/visual systems, door hardware, intrusion alarm, and landscape architecture services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: drawings, specifications, addenda and other documents listed in the Contractor's Contract, and modifications issued after execution of the DISTRICT and Contractor's Contract. The ARCHITECT shall review the agreement between DISTRICT and Contractor, general and supplementary conditions of the Contract between DISTRICT and Contractor and make comments related to coordination with documents prepared by the ARCHITECT and its consultants.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals and easements) and any other entities including, but not limited to, those responsible for electrical, gas, water (domestic and reclaimed), sanitary sewer, storm drainage, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, CDE, OPSC, State Water Resources Control Board ("SWRCB"), California Geological Survey ("CGS"), Irvine Ranch Water District ("IRWD"), and DSA, if required for the PROJECT. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals. It is understood that preliminary approvals may not result in final approvals and that final interpretation is reserved by the applicable agencies having jurisdiction over the PROJECT. ARCHITECT to assist with completing utility applications, quantifying associated fees, and providing applications to DISTRICT for signature, check request(s), and processing of applications. ARCHITECT to attend all utility coordination meetings during the design and construction phases to facilitate the design and installation of the utilities per each agency's specific requirements. ARCHITECT to assist the DISTRICT in the following CDE and OPSC processing, included by not limited to the Site Package, Preliminary Plan Package, Final Plan Package, Funding Application Package and Site Development Worksheet and OPSC audit of expenditures, if required. Timing of these documents

to be governed by the process defined by DSA and OPSC in coordination of the project specific schedule and scope.

3. The DISTRICT will provide available survey and as-built documentation for existing utilities and infrastructure to the ARCHITECT when requested. The ARCHITECT shall be responsible for hiring a licensed surveyor who shall conduct a topographic survey of the existing site conditions related to the new construction and path of travel requirements. The ARCHITECT and its consultants shall visit the PROJECT site and perform a review of the visually observable existing conditions and utilities. If in the course of the ARCHITECT's observations and review, site conditions indicate the surveys may be in error, the ARCHITECT will bring this to the DISTRICT's attention in writing and request additional surveys to confirm or correct the original provided survey. If the ARCHITECT believes the surveys are incomplete, the ARCHITECT will request additional survey information from the DISTRICT in writing. If the DISTRICT's additional surveys confirm the initial surveys were correct and/or complete, the ARCHITECT shall reimburse the DISTRICT for the additional surveys. If the survey(s) or as-built documentation does not provide sufficient information for the ARCHITECT to complete the design, the DISTRICT may conduct more invasive surveys such as ground penetrating radar, potholing, scoping lines, etc. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT will review the DISTRICT provided PROJECT space program and provide assistance in programming the PROJECT (refer to Exhibit "C").

5. The ARCHITECT shall include a Basis-of-Design ("B.O.D.") narrative at the completion of the Schematic Design Phase and provide an update of the B.O.D. at the completion of Design Development Phase. The B.O.D. shall include narratives on the major building and site systems, architectural features, and other design assumptions or criteria that were used in developing the PROJECT.

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

7. ARCHITECT shall attend City of Irvine coordination meetings to review the site plan layout, pedestrian and vehicular traffic flow as required for the PROJECT.

8. The ARCHITECT shall attend PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

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

made necessary by adjustments in the DISTRICT's Program and/or Budget as defined in Article IV and Exhibit "C".

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or construction delivery method, etc. The ARCHITECT shall be prepared to prioritize and list critical Program and PROJECT needs. If the cost estimate exceeds the Budget, the ARCHITECT shall prepare a priority list of critical programmatic needs and identify items that may be of lesser priority and review any recommended Program changes with the DISTRICT for approval.

11. The ARCHITECT shall provide and coordinate their services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

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

13. The ARCHITECT shall provide a cost estimate based on Saylor values, as required by OPSC for the purposes of state funding. The ARCHITECT shall also provide detailed quantity surveys which provide inventories of material, equipment, and labor if required and consistent with OPSC requirements for such surveys or estimates, when such surveys are required for the State Funding submittals.

14. Not Used.

15. The ARCHITECT shall provide customary interior design and other services required for the PROJECT including signage and graphics, built in cabinetry, and interior finishes. All other interior design services such as furniture selection and purchasing are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400. ARCHITECT shall review the DISTRICT's Design and Materials Standards and DISTRICT checklists to ensure the design is in compliance with the DISTRICT's design objectives and preferences.

18. The ARCHITECT shall certify to the best of its knowledge, information, and belief, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Documents for the PROJECT and will ensure that Contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials

("ACBMs"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

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

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

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

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

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

25. The ARCHITECT shall provide the appropriate and complete deliverable for the Schematic Design, Design Development, and Construction Document phases. Refer to Exhibit "E" for minimum requirements expected by the DISTRICT for their review, if provided.

26. **Schematic Design (SD) Phase**

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

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

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

d. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Any phasing shall be planned so that incremental approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT. This PROJECT is planned to be constructed in its totality according to the attached program parameters and schedule (Exhibit "C") and is not planned to be phased beyond the scheduling and phasing that will be required to be planned by the Contractor.

e. The ARCHITECT shall submit a list of qualified engineers and sub-consultants for the PROJECT for the DISTRICT's approval in conformance with Article XII and this list shall be attached and incorporated herein this AGREEMENT as Exhibit "B". ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

f. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities under terms of Article II, Section 3.

g. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within the Budget and scope constraints described in Exhibit "C" and elsewhere

in this AGREEMENT unless otherwise modified by written authorization by the DISTRICT.

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

i. At the completion of the Schematic Design Phase, the ARCHITECT will provide an electronic copy of the plans, outline specifications, cost estimate, B.O.D. and other pertinent documents developed to illustrate the PROJECT scope to the DISTRICT's reproduction company. Refer to Exhibit "E" for minimum submittal requirements for DISTRICT review, if provided. The ARCHITECT shall be responsible for ordering the printing with the DISTRICT's reproduction company and shall get DISTRICT approval on the print order and deliveries in advance of the deliverable date as defined by the schedule. All reviews conducted by the ARCHITECT and the DISTRICT shall be completed using BlueBeam software. The ARCHITECT will manage the review sessions for each phase of design in coordination with the DISTRICT.

j. Once the DISTRICT and its consultants have provided review comments of Schematic Design package to the ARCHITECT, the ARCHITECT shall provide responses in BlueBeam software back to the DISTRICT within two (2) weeks of receipt of the DISTRICT comments.

k. ARCHITECT to schedule and timely request checks from the DISTRICT with adequate notice to pay for fire flow test(s) and coordinate with IRWD for either public or private hydrants to complete the fire sprinkler design, if required for the PROJECT.

l. ARCHITECT, civil, plumbing and electrical engineers shall facilitate and conduct a site utility design meeting at the end of SD phase.

## **27. Design Development (DD) Phase (Preliminary Plans)**

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

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

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

d. At the completion of the Design Development Phase, the ARCHITECT will provide an electronic copy of the plans, specifications, cost estimate, updated B.O.D., preliminary exterior and interior color/material samples, renderings, and other pertinent documents developed to illustrate the PROJECT scope to the DISTRICT's reproduction company. Refer to Exhibit "E" for minimum submittal requirements for DISTRICT review, if provided. The ARCHITECT shall be responsible for ordering the printing with the DISTRICT's reproduction company and shall get DISTRICT approval on the printing order and deliveries in advance of the deliverable date as defined by the schedule. All reviews conducted by the ARCHITECT and the DISTRICT shall be completed using BlueBeam software. The ARCHITECT will manage the review sessions for each phase of design in coordination with the DISTRICT.

e. The ARCHITECT shall facilitate a series of meetings with District departments and other consultants to review the DD deliverables. ARCHITECT to include pertinent engineers and or designers in these meetings to present their area of focus. Once the DISTRICT and its consultants have provided review comments of Design Development package to the ARCHITECT, the ARCHITECT shall provide responses back to the DISTRICT within fourteen (14) days of receipt of the DISTRICT comments.

f. At the completion of the Design Development Phase, both the ARCHITECT and DISTRICT (through a third party estimator) will prepare their respective Construction Cost estimates. The PARTIES shall meet to reconcile their respective estimates if they are different and agree on a final Design Development Phase Construction Cost estimate.

## **28. Construction Documents (CD) Phase (Final Plans)**

a. Upon written approval by the DISTRICT of the Design Development services set forth above, the ARCHITECT shall prepare Construction Documents based on the Design Development and the Program that has been approved by the DISTRICT. Refer to Exhibit "E" for minimum submittal requirements for DISTRICT review. All reviews completed by the ARCHITECT and the DISTRICT shall be completed using BlueBeam software. The ARCHITECT will manage the review sessions for each phase of design in coordination with the DISTRICT.

b. The ARCHITECT shall prepare the Construction Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, OPSC, CDE, DSA, the County Health Department and the local fire marshal/department.

c. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in Building Information Modeling (“BIM”) format if required of the PROJECT including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of OPSC, CDE, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of Level of Development (“LOD”) 200, but not to exceed LOD 300 depending on the accepted standard for the particular type of detail and as noted below:

(1) Level 100: Overall Building massing indicative of area, height, volume, location and orientation. Models at this level of development are primarily used to communicate design intent and to help evaluate and visualize alternative designs at the beginning of a project.

(2) Level 200: Model Elements are modeled as generalized systems or assemblies with approximate quantities, sizes, shapes, location and orientation. Models at this LOD are created by design teams that include Mechanical, Electrical and Plumbing (“MEP”) systems at a higher level than Level 100.

All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

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

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

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

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

(1) Provide the DISTRICT with one (1) complete digital file of operation manuals; and

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors.

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

i. As part of the ARCHITECT's professional services, ARCHITECT shall coordinate the drawings on the PROJECT.

j. ARCHITECT to perform a "clash" detection review of the 75% Construction Documents prior to submission to DSA. ARCHITECT to provide a report to the DISTRICT and Construction Manager showing the areas where significant BIM "clash" detections are located and provide a solution to ensure that the drawings are coordinated prior to DSA approval, if required of the PROJECT

k. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT. ARCHITECT to prepare cost estimates for any recommended scope reductions for DISTRICT review and approval.

l. At the completion of the 75% Construction Documents, the ARCHITECT will provide an electronic copy of the plans, specifications, cost estimate, and other pertinent documents developed to illustrate the PROJECT scope to the DISTRICT'S reproduction company. Refer to Exhibit "E" for minimal submittal requirements for DISTRICTS review, if provided. The ARCHITECT shall be responsible for ordering the printing with the DISTRICT's reproduction company and shall get DISTRICT approval on the printing order and deliveries in advance of the deliverable date as defined in the schedule.

m. At the completion of the 75% Construction Document Phase, the ARCHITECT shall provide colors/materials boards illustrating the interior and exterior finishes used in the PROJECT. The colors/materials boards shall include proposed colors and materials which shall be mounted onto a gatorboard no larger than 24" x 36" and shall

have a detailed legend of materials and finishes on the reverse side of the board. The ARCHITECT shall provide two (2) sets of color/materials boards. The material finishes for restroom, kitchen, and other tiled spaces shall include an elevation with tile pattern and % of each color tile used. After DISTRICT approval of the color/material boards, the ARCHITECT shall update all colors/materials boards with the final District approved finishes and updated renderings. The ARCHITECT shall provide additional larger samples for the following materials: 2'x2' square sample of carpet material and resilient flooring, 4"x 6" laminate finishes, and vinyl wall covering. All colors/materials for interior and exterior finishes shall be incorporated into the documents prior to bidding.

n. The ARCHITECT shall provide an electronic copy of the DSA submittal deliverables to the DISTRICT's reproduction company. The ARCHITECT shall be responsible for ordering the three (3) sets for DSA submittal.

o. At the completion of the 75% Construction Documents Phase, the DISTRICT (through a third party estimator) will prepare a Construction Cost estimate. The ARCHITECT will review and provide comments, if necessary, on the DISTRICT 75% CD estimate for accuracy and completeness against the documents provided.

#### **29. DSA Review and Approval Phase**

a. After DSA submittal, the ARCHITECT will participate in a series of meetings with DISTRICT departments and other consultants to review and respond to the comments and coordinate any modifications into the drawings and specifications prior to DSA approval and bidding. A final coordinated set of documents shall be provided back to the DISTRICT prior to DSA approval.

b. ARCHITECT to obtain all agency approvals prior to DSA approval, including but not limited to Health Department, utility companies, SWRCB and IRWD, as required of the PROJECT.

#### **30. Bidding and Award Phase**

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

p. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction

Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

q. The ARCHITECT shall coordinate with the DISTRICT reprographics company for the pickup and scan of DSA approved documents. Cost associated with scanning and copying are the responsibility of the DISTRICT.

r. The ARCHITECT will provide the documents in the format in which they are reproducible. During the course of the PROJECT, if special file formats are required, the DISTRICT will inform the ARCHITECT so that either the preferred format can be used on the creation of the deliverables, or plans can be made to translate the documents, and the limitations of using such a translation can be discussed with the DISTRICT prior to the work proceeding. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format file, if required of the PROJECT, using a file transfer protocol or compact disc with all layers unprotected so the DISTRICT may utilize with a Construction Manager. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the compact disc. The ARCHITECT will cooperate with the DISTRICT and the Construction Manager, if applicable, in the review of "clash detection analysis". The ARCHITECT, DISTRICT and Construction Manager, if applicable, will review the clash detection analysis and mutually agree on which conflicts need to be addressed and resolved in the Construction Documents, if a BIM model is required of the PROJECT.

s. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of accepted substitution requests, RFI's, submittals, deviations, or repairs of incorrectly installed work. All revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all revisions required to be submitted are submitted to and approved by DSA (if required), prior to certification of the PROJECT according to current DSA protocols and requirements. The design costs and fees for revisions requested by the Contractor for substitution requests after the time set forth in the bid documents, repairs of incorrectly installed work, deviations or changes for the Contractor's convenience shall be reimbursed as Additional Services to the ARCHITECT. The ARCHITECT shall include provisions in its specifications indicating that such design costs will be back-charged to the Contractor by the DISTRICT. The ARCHITECT shall notify the DISTRICT in writing prior to incurring any Additional Services pursuant to this paragraph.

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

Articles V and VI. ARCHITECT will provide these modifications for no additional costs not to exceed forty (40) hours. For modifications requiring more than forty (40) hours, the ARCHITECT may submit a request for additional compensation subject to the DISTRICT's written authorization before rendering such services.

### 31. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall verify that the following two (2) documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

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

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

v. Not Used.

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

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

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

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

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

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

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

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

(1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to observe that the Contractor's work is being completed, in compliance with the DSA approved Construction Documents in order to:

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

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

iii. Endeavor to guard against nonconforming work and deficiencies in the work. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, or procedures of for

safety precautions and programs as these are the responsibilities of the Contractors;

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

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

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

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

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

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

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

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

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

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

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

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

(11) Providing material/color boards and binders of all materials for the PROJECT for the DISTRICT's use per Article II, Section 28.m. Coordinate with and provide to the DISTRICT interior color/material samples in larger format for the DISTRICT's use during the furniture selection process.

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

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing other architectural services normally required to complete a PROJECT of this type and complexity to fulfill the requirements of the Construction Documents and this AGREEMENT.

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

dd. The ARCHITECT, as part of the ARCHITECT's Services under Article I and II, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

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

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

gg. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has the authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed. If the ARCHITECT believes additional inspections or testing are required, the ARCHITECT will recommend to the DISTRICT that such testing or inspection be completed.

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

ii. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

jj. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

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

ll. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT. Notwithstanding the above, ARCHITECT shall inform the DISTRICT in writing, and the Contractor, in the event the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT. The ARCHITECT shall not be required to review partial submissions or those for which submissions or related items have not been received. However, ARCHITECT shall provide written notice of any non-compliance by the Contractor.

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

and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

nn. The ARCHITECT shall prepare and issue Immediate Change Directives (“ICD”) to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor’s failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

oo. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT’s approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor’s Contract sum, if any; and (3) the extent of the adjustment in the Contractor’s Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT’s review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor’s proposals for possible change orders.

pp. Not Used.

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

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

ss. The ARCHITECT shall:

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

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

(3) Be responsible for ensuring that all RFI’s, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

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

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

vv. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than twenty-one (21) days from the date the claim is received by the ARCHITECT.

ww. The ARCHITECT shall require in its Construction Documents for the Contractor to provide assistance to the DISTRICT in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation. The ARCHITECT shall also review the testing, adjusting and balancing reports for completeness only and transmit them to the DISTRICT. The ARCHITECT and its consultants are to review the Contractor(s) provided Operation and Maintenance Manuals for conformance with the specifications and transmit them to the DISTRICT. The ARCHITECT shall be available to attend the on-site training conducted by the Contractor if requested by the DISTRICT, but not to exceed two meetings.

xx. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the “Punch List”) and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor

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

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

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

zz. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s)

issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. Written verification from Inspectors and/or Special Inspectors that work has been properly corrected by the Contractor shall be acceptable evidence that ARCHITECT and/or ARCHITECT's consultants have verified the defective work has been corrected. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

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

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;
- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay. The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

### 32. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, PDF files, and provide all such documents to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within thirty (30) days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

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

- (1) Support and assist Contractor to provide DSA Box access to file DSA Form 6-C.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

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

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA. Should the responsible parties not be able or willing to complete their close-out obligations, the ARCHITECT will pursue alternate certification strategies with DSA, as an Additional Service, to obtain project close-out and certification, if approved by the DISTRICT.

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

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents or any material revisions inconsistent with any approvals or instructions previously given by the DISTRICT not otherwise authorized by the AGREEMENT.

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

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

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

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

- f. The employing of special consultants that are not a part of the ARCHITECT’s Basic Services as set forth in Article XII;

g. Preparing special delineations, models, and renderings not provided for in Article II unless such delineations, models, or renderings are used by the ARCHITECT for internal purposes or for study;

h. Providing contract administration services after the construction Contract time in the original approved schedule (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded for greater than two (2) months through no fault of the ARCHITECT. For extended contract administration periods beyond two (2) months after the construction contract time in the approved schedule has been exceeded through no fault of the ARCHITECT, the ARCHITECT may request additional compensation subject to the DISTRICT's written authorization before rendering such services not contingents upon collection of liquidated damages from the contract. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT;

i. Providing BIM documents that exceed the requirements set forth in this AGREEMENT if required of the PROJECT;

j. Specification and Bidding of data network active components;

k. Providing analyses of DISTRICT ownership and operating costs for the PROJECT;

l. Fire Sprinkler Design;

m. Kitchen Consultant;

n. Acoustical Consultant, beyond the requirements set forth in Articles I and XII;

o. Providing furniture selection and/or purchasing services;

p. Processing of HPI, CHPS and or LEED applications;

g. Providing services or documents for requirements to storm water pollution prevention plan and/or the water quality management plan;

h. Preparing measured as-built drawings and measured site utilities as-built drawings;

i. Off-site improvements and/or off-site utility extensions;

j. Preparing Construction Change Documents for approval by DSA resulting from work required to address a Contractor installed deficiency or provide corrective direction;

k. Preparing Immediate Change Directives as directed by the DISTRICT resulting from work required to address a Contractor installed deficiency or provide corrective direction;

l. Preparing change orders for written approval by the DISTRICT resulting from work required to address a Contractor installed deficiency or provide corrective direction;

m. Providing assistance in the utilization of equipment or systems such as testing, adjusting, and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operations;

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

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

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

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT (Refer to Exhibit "C"), including information regarding the DISTRICT's objectives, schedule, and budget constraints, Document Submittal Requirements (refer to Exhibit "E", if provided), Invoice and Monthly Progress Report Template (refer to Exhibit "D") as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the DISTRICT shall provide the ARCHITECT the Construction Cost budget for the PROJECT- refer to Exhibit "C". This shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

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

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve

the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

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

6. At ARCHITECT's request, the DISTRICT shall provide ARCHITECT with the available documents regarding existing conditions and/or facilities as provided under Article II, Section 26.f.

7. At ARCHITECT's request, the DISTRICT shall furnish the services or other consultants not provided under this AGREEMENT when required.

8. At ARCHITECT's request, the DISTRICT shall furnish the necessary tests, such as structural, mechanical, chemical, air, and water pollution and hazardous materials tests when required by law or authorities having jurisdiction over the PROJECT.

9. The DISTRICT shall provide a, geotechnical survey; soil improvement, foundation and paving recommendations; environmental and hazardous materials surveys and mitigation reports if required; traffic studies if required; site boundary (legal metes and bounds descriptions), utility surveys, and other information related to the site that may be required to the ARCHITECT upon request.

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

1. During the Schematic Design and Design Development phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget attached to this AGREEMENT as Exhibit "C". The DISTRICT will produce an independent cost estimate at the completion of the Design Development phase. The Construction Cost budget will be approved by the DISTRICT pursuant to Article IV, Section 2.

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

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

4. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received,

whereupon it shall be the bid amount of the lowest responsible, responsive bidder awarded the Contract.

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. If the lowest bid received exceeds the Budget during the Construction Documents Phase or after bidding:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT to cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

7. If the DISTRICT chooses to proceed under Article V, Section 7.e, the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. ARCHITECT will provide such redesign for no additional cost not to exceed forty (40) hours. For redesign requiring more than forty (40) hours, the ARCHITECT may submit a request for additional compensation subject to the DISTRICT's written authorization before rendering such services. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

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

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

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at the end of Schematic Design and Design Development Phase. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates explaining

variations from the approved Budget with each estimate. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT.

3. If the DISTRICT retains a third party cost estimator, the ARCHITECT shall meet with the DISTRICT's cost estimator to reconcile the differences and adjust the estimate accordingly.

4. Any estimates of Construction Costs prepared by the ARCHITECT represent the ARCHITECT's judgement as a design professional familiar with the industry. It is recognized, however, that neither the ARCHITECT nor the DISTRICT has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ARCHITECT cannot and does not warrant or represent that bids or negotiated prices will not vary from the DISTRICT's approved Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ARCHITECT.

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

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

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

## ARTICLE VIII - TERMINATION

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

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs resulting from the negligence, recklessness or willful misconduct of the ARCHITECT associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

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

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

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute in good faith. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion and the DISTRICT

agrees to make progress payments in accordance with this AGREEMENT, except that the DISTRICT may withhold only those funds that are in dispute. In no event shall the DISTRICT withhold more than ten percent (10%) of the total computed ARCHITECT fee. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, provided that the DISTRICT continues to make payment for all undisputed amounts in accordance with this AGREEMENT. If the dispute cannot be resolved, the ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before, so as long as the DISTRICT continues to pay the ARCHITECT for any undisputed invoices or costs as and when due under this AGREEMENT.

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

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

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

The DISTRICT shall compensate the ARCHITECT as follows:

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

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as defined in Exhibit "A" and subject to requirements of Article II, Section 27.f. The ARCHITECT's compensation for performing all the Basic Services require by this AGREEMENT shall be disbursed on a monthly basis based on percent complete as determined by the DISTRICT according to the following phasing schedule:

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

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

Construction Docs Phase	No more than 30% of the fixed Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Review & Approval Phase:	No more than 10% of the fixed Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the fixed Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the fixed Architect Fee, as determined under Exhibit “A” to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of fixed Architect Fee to be paid fifty percent (50%) after the all the Project Close-Out Phase requirements set forth in Article II have been completed and submitted with the remaining balance to be paid when the PROJECT is certified by DSA and the Notice of Completion has been recorded.
Design Allowance:	A not to exceed design allowance, included under Exhibit “A” to this AGREEMENT for services not part of ARCHITECT’S base fee proposal. For determination of the use of the Design Allowance refer to Article III – Additional Architect Services, or as directed by the DISTRICT.

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

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices to include requested information as shown on the invoice template and a monthly Progress Report, (refer to Exhibit “D”). Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT’S authorization notice for the invoiced item(s), if applicable. Invoices requesting

payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses not addressed in Article XI of the AGREEMENT and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses not addressed in Article XI of this AGREEMENT shall be valid absent such prior written approval by the DISTRICT.

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

6. Expenses incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before they are incurred and records of such expenses shall be provided to the DISTRICT for the DISTRICT's review.

7. Payments to the ARCHITECT are due within thirty (30) days of receipt of an approved or undisputed invoice from the ARCHITECT. The DISTRICT agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute. Undisputed amounts unpaid thirty (30) days after the issue date of the ARCHITECT's invoice shall be assessed a service charge pursuant to Civil Code 3320. The DISTRICT shall not be responsible for delayed payments beyond their control or caused by other entities.

#### **ARTICLE XI - REIMBURSABLE EXPENSES**

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

- a. Approved agency fees, excluding a 10% markup as noted above.
- b. Approved travel for meetings outside Los Angeles, Orange and San Diego Counties.
- c. Approved physical model as specifically requested by the DISTRICT, excluding a 10% markup as noted above.
- d. DISTRICT requested special delivery, messenger or overnight carrier expenses.

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

- a. Travel expenses except out of town travel that may be required to meet with OPSC and/or the State Allocation Board in Sacramento as approved in writing by the DISTRICT;
- b. Check prints or internal prints or plots;
- c. Prints of plans or specifications made for ARCHITECT's consultants and all progress prints for ARCHITECT's and its consultants' internal use;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Meetings with Cities, planning officials, fire departments, DSA, or other public agencies;
- g. Color scanning of DSA plan check comments.

3. ARCHITECT shall use DISTRICT's reprographic company for the production of SD, DD, CD phase submittals and of DSA sets. All digital pdf files shall be in black and white tones (no grey scale) when the files are created as a pdf and uploaded to the reprographic company. ARCHITECT shall notify the DISTRICT when the files have been uploaded to the reprographic company's server. The DISTRICT will order the prints and download the files to the DISTRICT server unless otherwise required by this AGREEMENT.

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

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

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; acoustical consultants; audio/visual systems, door hardware, intrusion alarm (pathways only); structural, mechanical, plumbing, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, or other consultants employed by the ARCHITECT. The ARCHITECT shall

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

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

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

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

### **ARTICLE XIII – MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor and other DISTRICT consultants during the SD, DD, DSA Review and Approval and CD phases and any other design related meetings outside the phases noted here related to the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT. Refer to Article I, Section 11 for additional requirements.

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

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

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the professional negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT or of other third parties which the ARCHITECT is not legally liable. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

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

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

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be legally liable. The aforementioned insurance shall include coverage for:

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

b. Commercial general liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence/TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:

1. Blanket contractual;
2. Broad form property damage;
3. Products/completed operations; and
4. Personal injury.

c. Automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limits, including:

1. Owned, non-owned, and hired vehicles;
2. Broad form property damage; and
3. Personal injury

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

e. Excess/Umbrella liability insurance with limits of not less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence.

f. Valuable Document Insurance. The ARCHITECT shall carry adequate (not less than \$100,000) Valuable Papers insurance coverage to protect the DISTRICT, insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

g. Sexual Abuse/Molestation Coverage. The ARCHITECT shall carry coverage to be included under General Liability or to be obtained in separate policies in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence/TWO MILLION DOLLARS (\$2,000,000.00) aggregate and THREE MILLION DOLLARS (\$3,000,000.00) per occurrence excess liability insurance.

h. Each policy of insurance required under Article XIII, Section 3(b) and 3(c) above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

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

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

k. Refer to Exhibit "G" Sample Certificate of Liability Insurance and Sample Endorsement for Additional Covered Party.

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

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

**DISTRICT:**

Irvine Unified School  
District  
5050 Barranca Parkway  
Irvine, CA 92604  
Attn.: John Fogarty

**Telephone: (949) 936-5035**

Email:

JohnFogarty@ius  
d.org

**ARCHITECT:**

**Firm**  
**Street**  
**City, State, Zip**  
**Attn.: Contact**  
**Telephone: (xxx) xxx-xxxx**  
**Email: Email**

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

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

7. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory.

Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

8. During the entire term of this AGREEMENT, the ARCHITECT and Sub-consultants, shall fully comply with the provision of Education Code section 45125.1 (Fingerprint Requirements) when it is determined that the ARCHITECT will have contact with the DISTRICT's pupils while performing any services under this AGREEMENT. Refer to Exhibit "F" the instructions and Certification by the Architect and Sub-Consultants Criminal Record Check.

9. If an injury or illness occurs while on the DISTRICT's properties, a Notice of Injury or Illness Form must be immediately submitted to DISTRICT, refer to Exhibit "H".

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

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

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

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

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

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

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

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

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

ARCHITECT:

Firm

DISTRICT:

Irvine Unified School District

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

Name

Title

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

John Fogarty  
Assistant Superintendent,  
Business Services  
Architect Board approved on

SAMPLE

<b><u>EXHIBIT "A"</u></b>	<b>ARCHITECT FEE</b>
<b><u>EXHIBIT "B"</u></b>	<b>PROJECT TEAM</b>
<b><u>EXHIBIT "C"</u></b>	<b>PROJECT INFORMATION AND SCHEDULE</b>
<b><u>EXHIBIT "D"</u></b>	<b>INVOICE TEMPLATE AND MONTHLY PROGRESS REPORT EXAMPLE</b>
<b><u>EXHIBIT "E"</u></b>	<b>DOCUMENT SUBMITTAL REQUIREMENTS BY PHASE</b>
<b><u>EXHIBIT "F"</u></b>	<b>CERTIFICATION BY ARCHITECT AND SUB-CONSULTANTS CRIMINAL RECORDS CHECK</b>
<b><u>EXHIBIT "G"</u></b>	<b>SAMPLE CERTIFICATE OF LIABILITY INSURANCE AND SAMPLE ENDORSEMENT FOR ADDITIONAL COVERED PARTY</b>
<b><u>EXHIBIT "H"</u></b>	<b>NOTICE OF INJURY OR ILLNESS FORM</b>

## Exhibit E - Certificate of Insurance

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER  NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b> Professional Liability and/or Sexual Abuse/Molestation	MAY BE REQUIRED	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

<b>CERTIFICATE HOLDER</b>  Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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## ENDORSEMENT

### ADDITIONAL COVERED PARTY

**COVERED PARTY**

(INSERT INSURED NAME)

**COVERAGE DOCUMENT**

(INSERT POLICY NUMBER)

**ADMINISTRATOR**

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

**Additional Covered Party:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604

**Description of Activities:**

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature  
MUST APPEAR ON THE ENDORSEMENT PAGE