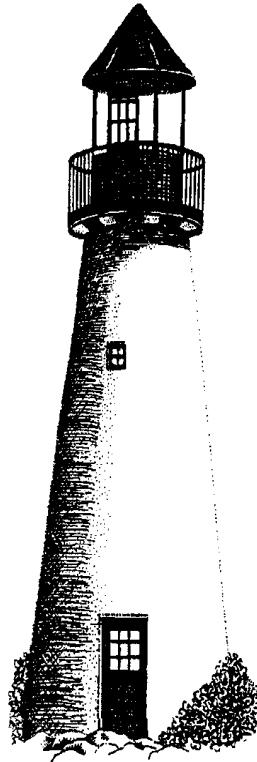


OCEANSIDE UNIFIED SCHOOL DISTRICT

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES
FOR VARIOUS PROJECTS**

OCEANSIDE UNIFIED SCHOOL DISTRICT
2111 MISSION AVENUE
OCEANSIDE CA 92058
(760) 966-4083



NOTICE IS HEREBY GIVEN THAT OCEANSIDE UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, acting by and through its Governing Board, is requesting statement of qualifications for firms interested in providing architectural services for various projects.

**RFQ-1011-2
OCEANSIDE UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES
FOR VARIOUS PROJECTS**

The Request for Qualifications package and required forms may be obtained from the Oceanside Unified School District, Bond Construction Management Office, 2111 Mission Avenue, Building E, Oceanside, CA 92058 or from the OUSD webpage at <http://www.oside.us/procurement>. Questions should be submitted in writing to Becky Markopoulos via fax at (760) 721-4369 or via e-mail at becky.markopoulos@oside.us no later than October 11, 2011.

Completed qualification submissions and all supporting documents should be placed in a sealed envelope marked "Confidential" and mailed or delivered to Becky Markopoulos at the Oceanside Unified School District, Bond Construction Management Office, 2111 Mission Avenue, Building E, Oceanside, CA, 92058, up to but no later than 2:00 P.M. on Tuesday, November 1, 2011.

Dated this day of September 8, 2011

Publication dates: September 15, 2011 and September 22, 2011

**NOTICE REGARDING DISCLOSURE
OF
CONTENTS OF DOCUMENT**

All responses to this Request for Qualifications (RFQ) accepted by the Oceanside Unified School District ("District") shall become the exclusive property of the District. Upon opening, all qualifications accepted by the District shall become a matter of public record and shall be regarded as public information, with the exception of those elements of each proposal which are identified by the preparers as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal that an applicant desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the District in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the preparer's request for confidentiality), the District shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

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**REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES
FOR VARIOUS PROJECTS**

1. INTRODUCTION

The Oceanside Unified School District (“District”) is soliciting qualifications from architectural firm(s) (“Firm”) to provide architectural and design services for the modernization and/or new construction of school facilities at one or more campuses. General services include, but are not limited to, assessment of site and current facilities, budget analysis, schematic design, programming, design development, construction drawings and specifications and construction administration services.

This Request for Qualifications (“RFQ”) describes the Projects, the required Scope of Services, the selection process, and the minimum information that must be included in the qualifications package. This RFQ requests that each Firm concisely state its qualifications and its concept for how the District and that Firm will develop a constructive and effective partnership.

Responses must be received no later than 2:00 p.m. on Tuesday, November 1, 2011.

2. PROJECT SITES, BACKGROUND, AND DESCRIPTION

The District will select one or more firms to provide architectural services for the projects listed below.

The following two projects are to be addressed specifically in this request for qualifications:

• Jefferson Middle School Modernization

<i>Phase</i>	<i>Description</i>	<i>Construction Budget</i>
Phase I	Relocate existing football field and install new synthetic turf field to adjacent landfill, raise grade at existing athletic field site to match adjacent middle school grade to prepare for future new MPR, admin and parking. Relocate school main entrance to Canyon Drive.	\$ 5 Million
Phase II	New MPR and Admin buildings	\$ 6 Million
Phase III	New Science building	\$ 2 Million
Phase IV	Modernize 21,243 s.f. of existing buildings	\$ 4 Million
	TOTAL	\$17 Million

• Ivey Ranch Elementary School Improvements

	<i>Description</i>	<i>Construction Budget</i>
	Replace existing relocatable classrooms with new modular classrooms, new prototypical classroom building, new kindergarten classroom, playfield restoration, new parking area	\$4 Million
	TOTAL	\$4 Million

The following future projects, and others to be identified, may be assigned as funding becomes available:

- El Camino High School New Classrooms
- El Camino High School Gym Improvements
- El Camino High School Truax Theater Renovation
- Garrison Elementary School Modernization
- San Luis Rey Elementary School Modernization
- Reynolds Elementary School Modernization
- McAuliffe Elementary School Improvements

3. SCOPE OF REQUIRED SERVICES

The District seeks the services of one or more qualified firms to provide architectural and design services for modernization and/or new construction at one or more school sites. The general scope of services includes, but not limited to, assessment of site and current facilities, budget analysis, schematic design, programming, design development, construction drawings and specifications, and construction administration services. Although the full scope of services will be negotiated in the professional service agreement, a proposed Scope of Services is attached as Exhibit “A.”

4. QUALIFICATIONS REQUIREMENTS

4.1 General

Each qualifications submittal (also referred to herein as “Proposal”) shall include a description of the type, technical experience, background, qualifications and expertise of the Firm. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District.

4.2 Contents

4.2.1 Executive Summary (limit: 2 pages)

Provide an overview of the entire proposal, indicating the Firm’s understanding of the requested services and describing the Firm’s general approach or methodology to meet the goals and fulfill the general functions required in this RFQ. Briefly describe the Firm’s services and what differentiates the Firm from other providers.

The executive summary shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm.

4.2.2 Table of Contents (limit: 1 page)

4.2.3 Identification of the Firm (limit: 1 page)

- (i) Legal name and address of company.
- (ii) Legal form of company (corporation, partnership, etc.).

- (iii) Address, phone number, and e-mail of the office/person that will be primarily responsible for providing services for this Proposal.
- (iv) California Business License Number.

4.2.4 Staffing Resources (limit: 2 pages)

Firm Staffing and Key Personnel:

- (i) Provide total number of professional staff employed by the firm.
- (ii) Identify three (3) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Firm is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- (iii) Provide brief biographies of individuals that will be working directly with the District.

4.2.5 Fiscal Stability (limit: 1 page, not including supporting documentation)

The Firm should provide evidence of corporate stability including:

- (i) A current report from any commercial credit rating service such as Dunn and Bradstreet or Experian; or
- (ii) A letter from a financial institution stating a current line of credit; and
- (iii) Latest audited financial statement and/or annual report that has been certified by a CPA. This information will remain confidential and is not subject to public disclosure.

4.2.6 Experience and Technical Competence (limit: 6 pages)

(i) General Experience:

The Firm shall provide a description of how the Firm's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFQ.

The Firm shall state the number of years the firm has conducted business.

The Firm should describe any experience with providing services for the District, if applicable. Include the name and description the project(s).

(ii) Relevant Project Experience:

The Firm shall provide a list of relevant experience on similar projects and projects within California.

The Firm shall provide a description of the three (3) most relevant architectural contracts held by the firm, preferably involving school construction projects for K-12 within the last five years:

- Role of the firm
- Dollar value of the project

- Dollar value of the Architect fee
- Project description
- Staffing
- Duration of project
- Relationship to client
- Contact name, position, entity name, telephone number, fax number and e-mail address for each project.

(iii) Architectural Firm's Personnel

Identify key personnel in the firm and include resumes/vitas of personnel who would be likely to be assigned to District projects. Specifically, define the role of each person and outline his/her individual experience. Indicate who would serve as the primary contact for the District. If the firm would utilize resources from more than one office, indicate office locations and how work would be coordinated.

(iv) Consulting Engineers

List only the consulting engineering firms you plan to use on the projects previously identified in this RFQ. Include a brief resume of key personnel from each consulting firm who will be working with the District. Indicate who would serve as the primary contact for the District. If a consulting firm would utilize resources from more than one office, indicate office locations and how work would be coordinated. List consulting engineers in the following sequence:

- a. Civil
- b. Structural
- c. Mechanical
- d. Electrical
- e. Landscape

(v) Experience with State and Local Regulatory Agencies

Describe the experiences of your firm in working with State agencies, including the Office of Public School Construction (OPSC), State Allocation Board (SAB), Department of Education, Division of the State Architect (DSA), the Office of State Fire Marshal and if any, experience with local government and regulatory agencies.

(vi) Change Order Data

Provide Change Order data from your five public works projects, (3) of which should be recent public school projects. Include original estimates of project costs and a brief explanation of the change orders. Explain what steps you take to assure a minimum number of change orders on a project.

(vii) Ability to Respond to District Needs

The District requires that the architectural firm's key personnel and its consultants assigned to District projects be able to respond to District needs with a reasonable timeframe. For this work, "reasonable" is defined as located within a 60-mile radius of the District's administrative offices and able to provide a maximum 2-hour response time.

(viii) Additional Information

Each architectural firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this RFQ. Include letters of reference or testimonials. Indicate ongoing commitment to professional education of staff, and total number of permanent employees.

(ix) Contracting History

If any of the following has occurred, please describe in detail:

- a. Failure to enter into a contract or professional services agreement once selected.
- b. Withdrawal of a proposal as a result of an error.
- c. Termination or failure to complete a contract.
- d. Debarment by any municipal, county, state, federal or local agency.
- e. Involvement in litigation, arbitration or mediation.
- f. Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or Firms, or conviction of violating any other federal or state law related to bidding or professional services performance.
- g. Knowing concealment of any deficiency in the performance of a prior contract.
- h. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- i. Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

(x) Technical Competence

Provide a description of in-house resources (i.e., computer capabilities, software applications, modem protocol, modeling programs, etc.). Discuss Firm's ability to draw upon multi-disciplinary staff to address the services requested in this RFQ. Discuss Firm's capabilities related to electronic drawing formats and Building Information Modeling (BIM).

4.2.7 References (limit: 5 pages)

Please provide five (5) references for similar projects. Include the name, address, and phone number of each reference.

4.2.8 Insurance (limit: 1 page - not including supporting documentation)

Provide a letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:

- (i) A.M. Best financial rating of no less than A-:VII
- (ii) Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001). Minimum limits include One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
- (iii) Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Minimum limit is One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- (iv) Workers' Compensation and Employer's Liability Insurance: The Firm shall insure (or be a qualified self insured) under the applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The minimum limit for Employer's Liability insurance is at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- (v) Professional Liability Insurance (Errors and Omissions): The minimum limit for professional liability insurance is at least One Million Dollars (\$1,000,000) per claim.
- (vi) All insurance will be in a form and with insurance companies acceptable to the District.
- (vii) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
- (viii) Indicate current worker's compensation experience modification ratio (EMR).
- (ix) All insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without thirty (30) days prior written notice to the District. Firm agrees that it will not cancel or reduce said insurance coverage.
- (x) Firm agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if

insurance is available at a reasonable cost, District may purchase necessary insurance and pay, at Firm's expense, the premium thereon.

- (xi) At all times during the term of the agreement, Firm shall maintain on file with the District a certificate of insurance, on the form provided by the District, showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the workers compensation and professional liability policies), providing that the policies cannot be cancelled or reduced, except on thirty (30) days written notice to the District, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this agreement. Firm shall promptly file with the District Clerk such certificate or certificates.
- (xii) The insurance provided by the Firm shall be primary to any coverage available to the District. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

THE SUBMISSION OF A PROPOSAL INDICATES THAT THE FIRM SHALL PROVIDE THE ABOVE ENUMERATED INSURANCE REQUIREMENTS IF SELECTED.

4.2.9 Litigation (limit: 1 page)

Provide litigation history for any claims filed by Firm or against Firm related to the provision of architectural services in the last five (5) years.

4.2.10 Other Information (limit: 1 page)

This section shall contain all other pertinent information regarding the following:

- (i) Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
- (ii) Description of community involvement.
- (iii) Description of any previous involvement with the District.

4.2.11 Appendices (limit: none)

4.3 Fee Estimate

Based on the information and budgets for the four phases of Jefferson Middle School Modernization project and the Ivey Ranch Elementary School Improvement project provided on Page 1 of this proposal, submit fee schedules and an hourly rate schedules in a separate sealed envelope for each of the projects. The fee schedule shall indicate the hourly rates for the anticipated positions within the Firm's organization structure. All direct costs, handling charges and profit/overhead shall be included in the hourly billing rate. Any proposed reimbursable expenses should also be listed. A professional services agreement detailing a final scope of work and not-to-exceed fee shall be negotiated with the selected firm.

5. PRE-SUBMITTAL ACTIVITIES

5.1 Questions Concerning Request for Qualifications

All questions, interpretations or clarifications, either administrative or technical must be requested in writing and directed to:

Becky Markopoulos
Contracts Administrator
Oceanside Unified School District
Bond Construction Management Office, Building E
2111 Mission Avenue
Oceanside Ca 92058
Phone: 760-966-4083
Fax: 760-721-4369
Email: Becky.Markopoulos@oside.us

All written questions will be answered in writing and posted on the District's website at www.oside.us/procurement by Monday, October 17, 2011. Oral statements regarding this RFQ by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by the scheduled date given in Section 6.7 of this RFQ (the Schedule of Events).

6. SUBMITTAL REQUIREMENTS

6.1 General

It is strongly recommended that each Firm responding to this RFQ follow the format identified in this section to allow the District to fully evaluate and compare the response. All requirements and questions in this RFQ should be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Firm's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

6.2 Preparation

Responses should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Responses should emphasize the Firm's demonstrated capability to perform work of this type.

6.3 Format

Responses shall adhere to this required format for organization and content; responses must be divided into the individual sections and organized as follows:

- (1) **Executive Summary:** This section shall include a response to Section 4.2.1. (2 pages)
- (2) **Table of Contents:** Provide a table of contents referencing section headings and page numbers. (1 page)
- (3) **Identification of the Firm:** This section shall include a response to Section 4.2.3. (1 page)
- (4) **Staffing Resources:** This section shall include a response to Section 4.2.4. (2 pages)
- (5) **Fiscal Stability:** This section shall include a response to Section 4.2.5. (1 page)
- (6) **Experience and Technical Competence:** This section shall include a response to Section 4.2.6. (6 pages)
- (7) **References:** This section shall include a response to Section 4.2.7. (5 pages)
- (8) **Insurance:** This section shall include a response to Section 4.2.8. (1 page)
- (9) **Litigation:** This section shall include a response to Section 4.2.9. (1 page)
- (10) **Exceptions to This RFQ/Indemnification Certification:** This section shall include a response to Section 8.6 (Form attached – Page A-14 of this document.)
- (11) **Other Information:** This section shall include a response to Section 4.2.10. (1 page)
- (12) **Appendices:** This section shall provide supporting documents specified in the RFQ. (No limit)

Tabs should be provided for each of the sections listed above. The qualifications submittal shall not exceed 20 pages, excluding front and back covers, tabs, appendices and supporting documentation.

6.4 Date, Time and Place of Submission

Responses must be received no later than 2:00 P.M. on NOVEMBER 1, 2011, at the office of:

Oceanside Unified School District
Bond Construction Management Office, Building E
2111 Mission Avenue
Oceanside Ca 92058
Attn: Becky Markopoulos

Submission of responses by facsimile or e-mail is not acceptable. The Firm is entirely responsible

for the means of delivering the proposal to the appropriate office on time. Delays due to internal routing of misdirected proposals or due to verbal directions given by District staff shall be the responsibility of the Firm. Responses must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

Modifications of proposals received after the deadline specified in this section will not be considered.

6.5 Number of Copies

Five (5) bound and one (1) unbound copy of the proposal must be submitted. Proposers may provide a .pdf version of their proposal in lieu of the required 1 unbound copy. All qualifications submittals must be complete and sealed. Facsimile or electronic copies are not acceptable.

6.6 Packet Submission

Responses shall be submitted in sealed packages with the following information clearly marked on the outside of the package:

Name of Firm

“RFQ for Architectural Services – Various Projects”

6.7 Schedule

The following is a tentative schedule of events:

Date	Event
September 15, 2011	Release of Request for Qualifications
October 11, 2011	Deadline to Submit Questions
October 17, 2011	Answers to Questions Posted on Website
November 1, 2011	Submittal of Qualifications Due Date
Week of November 28 – December 2	Short List Interview(s)*
	Final Interview(s)*
December 20, 2011	Notification of Selected Firm
January 10, 2012	Present to Board of Education

* More than one interview may be deemed necessary prior to selection.

7. EVALUATION PROCESS AND CRITERIA

7.1 Responsiveness to RFQ

All responses shall be reviewed to verify that the Firm has met the minimum requirements of the RFQ. Firms are encouraged to follow the format of the RFQ in order to facilitate District review.

7.2 Evaluation of Qualifications

It is the District's intent to select a firm best evidencing demonstrated competence and professional qualification to perform the described services. The District reserves the right to refuse all qualifications and to waive any minor and/or technical submittal requirements if it is in the District's best interest to do so. The Firm shall demonstrate a thorough understanding of each of the tasks identified in this RFQ and satisfy the District of its ability to perform the services required. If needed, the District may require additional information from the Firm to be considered as part of the evaluation. In addition, the District may consider evidence of untimely and unsatisfactory performance on prior similar projects or litigation by the applicant on previous contracts to disqualify any applicant.

7.3 Short List and Interviews

The District will conduct oral interviews with a short list of the most qualified Firms submitting responses to this RFQ.

If necessary, the District may select Firms for a final interview. Firms selected for the final interview should plan to present conceptual example(s) of performing arts building design at time of interview.

District will evaluate the Firms on demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required, as evidenced in submitted proposals, interviews, and the results of the District's research and investigation. The District may negotiate a contract with the best qualified Firm, as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable based on the submitted fee rate schedule. Should the District be unable to negotiate a satisfactory contract with the Firm considered to be the most qualified at a price the District deems reasonable, negotiations with that Firm may be formally terminated. The District may then proceed, at its sole discretion, to negotiate with the next Firm selected by the District.

8. GENERAL PROVISIONS

8.1 Addenda

The District may modify this RFQ prior to the date fixed for submission of proposals by issuance of an addendum to all firms in attendance at the mandatory pre-proposal meeting.

8.2 Alternative Responses

Only one final response is to be submitted by each Firm. Multiple responses will result in rejection of all responses submitted by the Firm.

8.3 Withdrawal of Response

The Firm may withdraw its response to this RFQ by submitting a written or facsimile request signed by the Firm's authorized representative, prior to the time and date specified for submission

to Becky Markopoulos at the address listed above.

Responses may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

8.4 Reservations

The District reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ.

The District may reject any or all responses and may waive any immaterial deviation in a response. The District's waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Firm from compliance with the other provisions of this RFQ.

8.5 Disposition of Proposals

Proposals become the property of the District and may be returned only at the District's option and at the Firm's expense. Information, excluding Firm's financial information, contained therein shall become public documents subject to the Public Records Act.

8.6 Exceptions to this RFQ/Indemnification

The Firm shall certify by signing and returning the "Exception to this RFQ/Indemnification Certification" form (Page A-14) that the Firm takes no exceptions to this RFQ, including but not limited to the District's standard Architect indemnification clause which provides as follows:

Architect shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligence, recklessness, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees, expert witness fees and other related costs and expenses of defense. Architect shall defend, with counsel of District's choosing and at Architect's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Architect shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Architect shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs,

including expert witness fees. Architect shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

8.7 Non-Discrimination

The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

8.8 Ownership of Plans and Specifications

All plans, specifications and cost estimates prepared by the architect are to be the property of the District, even in the event of an abandonment or termination of the architect's work on the project.

8.9 Delivery of Plans and Specifications to OPSC

The SAB requires that when final plans are completed and submitted to the Division of State Architect, a set of final plans with cost estimates will be simultaneously submitted to OPSC if needed.

8.10 Construction within Budgetary Limits

The Architect is required to exercise its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the project's construction allowance. It is the duty of the architect to design a project within District budget and SAB cost standards if any State funding is involved in the project. If a construction bid exceeds such budget and standards, the architect will be responsible for making the necessary changes in the approved plans, specifications and bid documents at no additional cost to the District.

8.11 Fingerprinting

The District anticipates that Architect's employees or subcontractors will have limited contact with District students. If this is not the case, the Architect will be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Architect's responsibility shall extend to all of its staff, consultants and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the firm. Verification of compliance with this section shall be provided in writing to the District prior to the firm permitting such individuals to come in contact with District pupils. Architect shall, at commencement of any agreement with the District and prior to permitting employees, consultants and subcontractors to come in contact with District pupils, provide to the District a list of the names of all such Individuals who may come in contact with District pupils during the terms of any agreement.

EXHIBIT “A”

SCOPE OF SERVICES

1. **GENERAL REQUIREMENTS.**

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

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

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

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

[SAMPLE ONLY]

[DISTRICT TO NEGOTIATE ADDITIONAL SERVICES WITH ARCHITECT]

A. Supervision of repair of damage to the Project not resulting from fault of the Architect.

B. The selection by Architect, at the District’s request, of movable furniture, equipment, or articles which are not included in the construction contract.

C. The preparation of measured drawings of pre-existing structures as authorized by the District.

D. The additional services caused by the delinquency or insolvency of the contractor.

E. If directed or requested by the District, the employment of special consultants, the preparation of special delineation of models, and overtime work by the Architect’s employees, except as otherwise required by this contract.

F. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect where it is determined that the fault is that of the contractor and liquidated damages are collected therefor.

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

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

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

2. **INITIAL PLANNING PHASE.**

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

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

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

2.3 **Meeting Budget and Project Goals.** Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget.

Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget and State Allocation Board cost standards, if any. As discussed below in Section 7 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget.

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

3. **SCHEMATIC PLAN PHASE.**

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

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

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

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

drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

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

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

4. **DESIGN DEVELOPMENT PHASE.**

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

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

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

Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval.

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

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

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

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

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

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

A. **Basic Requirements.**

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

costs associated with incorporating such BMPs into the design of the Project at no additional cost to the District.

B. Incorporation of Design Standards.

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

1. Conserve Natural Areas: Conservation of existing natural areas on the Project site to the maximum extent possible.
2. Volume and Flow (Hydromodification) Control: Incorporation of non-structural and structural measures to manage the volume and flow of stormwater runoff from the completed Project site, and replicate the pre-project water balance (defined as the volume of rainfall that ends up as runoff) for the smallest storms up to the 85th percentile storm event. For sites whose disturbed area exceeds two acres, preserve the pre-construction drainage density (miles of stream length per square mile of drainage area) for all drainage areas within the area serving a first order stream¹⁴ or larger stream and ensure that post-project time of runoff concentration is equal or greater than pre-project time of concentration.
3. Minimization of Pollutants of Concern: Use of BMPs to reduce the discharge of pollutants from the completed Project site as described in Section C below.
4. Provide Ongoing BMP Maintenance: Incorporate and describe maintenance required for BMPs in Project plans so that District can ensure that the BMPs and stormwater system are performing as designed.

C. Specific Requirements for BMPs.

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

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

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

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

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

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

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

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

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

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

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

6. **CONSTRUCTION CONTRACT DOCUMENTS.**

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

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

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

7. **BID PHASE.**

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

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

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

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

8. **CONSTRUCTION PHASE.**

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

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

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

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

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

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

8.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers and other consultants, as may be hired by Architect or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

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

8.8 **Construction Meetings; Minutes.** Architect shall attend all construction meetings. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

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

with the Contract Documents either by activities or duties of the Architect, or by tests, inspections or approvals required or performed by persons other than the contractor.

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

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

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

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

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

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

8.16 **Change Requests and Material Changes.** Architect shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Architect shall

prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

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

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

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

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

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

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

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

9. **RECORD DRAWINGS.**

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

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

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

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

10. **WARRANTY PERIOD.**

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

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

RFQ-1011-2 Oceanside Unified School District
Request for Qualifications for Various Projects

Exceptions to this RFQ/Indemnification Certification

The Firm shall certify by signing below that it takes no exceptions to the RFQ, including but not limited to the District's standard Architect indemnification clause which provides as follows and as is presented in Section 8.6 of the RFQ:

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

Firm Name

Signature of Firm's Authorized Individual

(End of Proposal Document)