



**Request for Qualifications for
Electrical/Low Voltage Design Services**

Proposals Due: December 13, 2022 at 4:00pm

**Contact: Tina Alvarez Bevens
Interim Contract Specialist
Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA 95824
Telephone: (916) 643-2464
Email: [tina-alvarez-
bevens@scusd.edu](mailto:tina-alvarez-bevens@scusd.edu)
www.scusd.edu/rfp**

NOTICE IS HEREBY GIVEN that Sacramento City Unified School District (“District”) is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide planning, Designer and construction administration services to Electrical/Low Voltage Design Services for project assigned by District that may include Bell and Intercom systems, Fire Alarm systems, Security systems or I.T. systems. Selection may be one firm or several to support the District’s overall program needs.

Respondents to this RFQ should mail or deliver seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy on flash drive of their submittal, labeled “Statement of Qualifications an proposal – Electrical/Low Voltage Design Services,” as further described herein, to:

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTN: Tina Alvarez Bevens, Contracts Dept
5735 47th Avenue
Sacramento, CA 95824**

ALL RESPONSES ARE DUE BY 4:00 P.M. ON DECEMBER 13, 2022. Any submittal received after that date and time will not be accepted and will be returned unopened. **FAXED OR EMAILED RESPONSES WILL NOT BE ACCEPTED.**

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

Notification of interest and questions related to this RFQ should be submitted in writing via e- mail to tina-alvarez-bevens@scusd.edu, cc: mnewton@bdconnect.com and chris-ralston@scusd.edu no later than Thursday, December 1, 2022. Specify “Electrical/Low Voltage Design Services RFQ/P” in the subject line. Responses to all questions received will be posted on the District’s website and e-mailed to all firms expressing an interest in submitting a response to this RFQ no later than Friday, December 2, 2022.

RFQ RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule without prior notice.

DATE	EVENT	TIME DEADLINE
11/17/22	Release of RFQ #23-001.	
12/1/22	Deadline for submission of written questions to District concerning RFQ #23-001.	
12/2/22	Responses to questions posted at www.scusd.edu/rfp	
12/13/22	Deadline for all Submittals in response to RFQ #23-001.	4:00pm
1/19/23	Selection Committee recommendations considered by Board of Education	

BACKGROUND

Sacramento City Unified School District (“District”) serves about 47,711 students on 75 campuses spanning 70 square miles.

Measure H is a \$750 million General Obligation school facilities bond on the March 2020 ballot for needed repairs, upgrades and improvements to meet current safety and instructional standards.

Briefly stated, the District is seeking experienced and proven Designer professionals to provide planning, programming, Design services and construction administration on the identified projects assigned by District. This RFQ defines the Designer services sought and generally outlines the District’s requirements. The District intends to select one or several firms to proceed with the first phase of work, and to establish a pool of qualified firms for future consideration to provide Designer services for certain future projects.

POOL OF QUALIFIED APPLICANTS AND RECERTIFICATION

In the future, requests for recertification may be sent every five (5) years. Firms who do not reply to the request for recertification may be deleted from the pool of prequalified firms, at the sole discretion of the District. Additional firms may be added to the pool, at the District’s sole discretion, as the District determines the need for additional services.

SCOPE OF SERVICES

Any firm selected based on this RFQ/P process must be capable of providing full Designer services through the Designer and construction phases of any and all selected projects. The Designer will also prepare budgets for selected projects and meet, as needed, with District staff and consultants, school and neighborhood organizations, and upper-level District administrators.

The District’s form of Agreement for Designer Services (“Agreement”) is distributed with this RFQ/P as **ATTACHMENT A** and incorporated herein by this reference. The exact scope of services, however, will be negotiated with the selected firm and finalized in any resulting contract.

LIMITATIONS

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any response to this RFQ. The awarding of a contract, if at all, is at the sole discretion of the District.

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

respondent or any other party as a result of any public disclosure of any submittal or supporting material.

FULL OPPORTUNITY

No respondent will be discriminated against on the basis of race, color, religion, sex/gender, gender identity, gender expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, request for family care leave, request for leave for an employee's own serious health condition, request for Pregnancy Disability Leave, retaliation for reporting patient abuse in tax-supported institutions, or age in any consideration leading to the award of the contract. The District also affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), and Disabled Veterans Business Enterprises ("DVBE") shall be afforded full opportunity to respond to this RFQ.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process, or the award of the contract with any member of the District, Board of Education, Selection Committee, or any member of the Citizens' Bond Oversight Committee. Any such contact shall be grounds for the disqualification of the entity submitting a response.

INSTRUCTIONS FOR SUBMITTALS

A. FORMAT REQUIREMENTS

Respondents must comply with the following format requirements. Material must be in 8-1/2 x 11 inch format with font no less than 11 point font size. Submittals shall include divider tabs labeled with boldface headers below; e.g. the first tab would be entitled "Cover Letter", the second tab would be entitled "Business Information", etc.

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

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

The unbound copy shall be marked "Copy for Reproduction", and shall be formatted as follows:

- o No divider sheets or tab.
- o Pages with proprietary information removed.
- o A cover sheet listing the firm's name, the total number of pages, and identifying those pages that were removed due to proprietary information.

The electronic copy will only be accepted in PDF format on flash drive.

B. CONTENT REQUIREMENTS

1. COVER LETTER

Provide a letter of introduction signed by an authorized officer of the firm. Clearly identify the individual(s) authorized to speak for the firm during the evaluation process. If the respondent is a joint venture, duplicate the signature block and have an authorized officer sign on behalf of each party to the joint venture.

Include a brief description of why your firm is well suited for, and can meet, the District’s needs.

Respondent must include one (1) of the follow statements:

“[INSERT FIRM NAME] received a copy of the District’s form of Agreement for Designer Services (“Agreement”) attached as ATTACHMENT A to the RFQ/P. [INSERT FIRM NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has no objections to the use of the Agreement.”

OR

“[INSERT FIRM NAME] received a copy of the District’s form of Agreement for Designer Services (“Agreement”) attached as ATTACHMENT A to the RFQ/P. [INSERT FIRM NAME] has reviewed the indemnity provisions and professional liability insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT FIRM NAME] has objections to the use of the Agreement, as listed in this Submittal.”

Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

Respondent shall certify that no official or employee of the firm has ever been convicted of an ethics violation.

Respondent shall sign and add the following language: “By virtue of this submission, [INSERT FIRM NAME] declares that all information provided is true and correct.”

2. BUSINESS INFORMATION

Company name.

Address.

Telephone.

Fax.

Website.

Name and email of main contact.

Federal Tax I.D. Number.

License or Registration Number.

Type of organization (i.e. corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.

A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name.

Number of employees (licensed professionals, technical support).

Location of office where the bulk of services solicited will be performed.

State of California certification for your firm of Small Business or Disabled Veteran Business Enterprise status, if any.

3. RELEVANT QUALIFICATIONS

Describe your experience working on similar campus wide Clock/ Bell and Intercom Replacement projects, including those at multiple campuses, on elementary, middle and high schools.

Describe your experience with DSA and working within the DSA processes.

Describe your firm's approach to quality control/assurance procedures, including coordination of Designer disciplines and DSA final certification.

Describe the approach to conformance with federal/state/local applicable code requirements, including Title 24 of the California Code of Regulations.

Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering.

Describe your experience with the commissioning process.

Describe your experience coordinating general and sub-contractors, including prompt response to submittals, RFIs and CCRs.

4. PROPOSED PROGRAM TEAM

The selected firm shall employ at its expense professionals properly licensed and skilled in the execution of the functions required for the Designer services.

Identify the key personnel you would assign to the District's Program for each phase of work, including their roles. Describe for each his or her experience with public school construction projects, including identifying those projects for the past five (5) years. The District expects that the team shall remain intact through the duration of the project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

5. RELEVANT EXPERIENCE AND REFERENCES

Provide information about prior services furnished by your firm in the last ten (10) years on a minimum of five (5) K-12 educational CBI projects, and list the following for each project:

- o District name and name of contact person, title, telephone number, and email address to be contacted for a reference.
- o Project name and location.
- o Beginning and end dates of project (i.e., Notice of Completion and DSA final certification).
- o Initial Budget vs. final construction costs.
- o Main program element
- o Project delivery method utilized.
- o Briefly state relevance of the project for consideration in this RFQ.
- o Specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
- o Key individuals of the firm involved and their roles in the project.
- o Any sub-consultants that worked with the firm.

Identify any and all K-12 educational projects that have not been closed-out by DSA and provide explanation.

6. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled claims history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. Responses failing to provide the requested information on litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

7. FEE INFORMATION

Provide fee information, including, at a minimum, hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). The final scope of services and not-to-exceed fee will be negotiated in any resulting contract.

8. COMMENTS TO FORM OF AGREEMENT

A form of the Agreement has been distributed with this RFQ as **ATTACHMENT A**. The final form of the Agreement will incorporate the final scope of work and final fee, which shall be negotiated with the successful proposer. **As noted above, any proposed changes to the form of Agreement must be identified in respondent's submittal; undisclosed change requests may not be entertained.**

EVALUATION AND SELECTION

The District's Selection Committee will evaluate all submissions. The District retains the sole discretion to determine issues of compliance and to determine whether a respondent is responsive, responsible, and qualified. Based upon the information presented in the submissions, the District may elect to conduct interviews with some or all of the respondents. After the interviews, if any, the Selection Committee will identify the firm(s) that can provide the greatest overall benefit to the District.

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

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

A. DISTRICT INVESTIGATIONS

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

B. INTERVIEWS

The District, at its sole discretion, may elect to interview one or more firm(s). If a firm is requested to come in for an interview, the key proposed Program staff will be expected to attend the interview. The interview will be an opportunity for the District's Selection Committee to further inquire as to the firm's suggested approaches to the projects and the issues identified in this RFQ. **Any comments or objections to the District's form of Agreement attached to this RFQ as Attachment A may be the subject of inquiry at the interview.**

FINAL DETERMINATION AND AWARD

The District reserves the right to contract with any entity responding to this RFQ for all or portions of the above-described services, to reject any submittal as non-responsive, and/or not to contract with any respondent for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any response to this RFQ.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful firm(s) will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other firm responding to this RFQ/P.

THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROGRAM!

ATTACHMENT A

Form of Agreement



Agreement for Electrical/Low Voltage Design Services

between

Sacramento City Unified School District

and

_____ **Project**

Dated: _____, **2023**

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AGREEMENT FOR ELECTRICAL/LOW VOLTAGE DESIGN SERVICES

This Agreement for Designer Services is made as of _____, 2023, between the Sacramento City Unified School District, a California public school district ("District"), and _____ ("Designer") (collectively "Parties"), for the following project ("Project"):

Electrical/Low Voltage Design Services .at various SCUSD sites

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

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

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

- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Designer is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the Designer and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Designer

- 2.1. Designer shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Designer's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Designer shall provide Services that shall comply with professional Design standards, including the standard of care applicable to Designers designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Designer's scope of work may be adjusted accordingly.
- 2.4. Designer acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where the District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
- 2.5. Designer shall contract for or employ at Designer's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: Designer's; mechanical, electrical, structural and civil engineers; landscapers; and interior Designererement, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval

prior to commencement of Services, as indicated below. The District reserves the right to reject Designer's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Designer under terms of the Agreement. Designer shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Designer shall remain solely responsible and liable to District for all matters covered by this Agreement.

- 2.6. Designer shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the Designer, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Designer employs Consultant(s), the Designer shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.7. Designer shall identify the regulatory agencies that have jurisdiction over essential building and Designer elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
 - 2.7.1. If the Project is subject to DSA jurisdiction, then Designer, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):
 - 2.7.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.
 - 2.7.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.
 - 2.7.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Designer Professional.
 - 2.7.1.4. DSA PR 07-01: Pre-Check Approval Process.

- 27.15. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Designer.
 - 27.16. DSA PR 18-04.BB18: Electronic Plan Review for Designer Professionals of Record Using Bluebeam 2018.
 - 27.17. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter (“OTC”) Projects Using Bluebeam 2018.
 - 27.18. Form DSA PR 13-01, Construction Oversight Process.
 - 27.18.1. Each of Designer’s duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.
 - 27.19. Form DSA PR 13-02, Project Certification Process.
- 2.7.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA’s jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process (“EPR process”), rather than paper submission, for all projects submitted to DSA. Designer, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.
- 2.8. Designer shall provide Services as required to obtain any local, state and/or federal agencies’ approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Designer shall direct and monitor the work of the District’s DSA project inspector(s) (“Project Inspector(s)”) and the Laboratory of Record. Designer shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Designer shall give efficient supervision to Services, using its best skill and attention. Designer shall carefully study and compare all contract

documents, drawings, specifications, and other instructions (“Contract Documents”) and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Designer or its employees may discover, in writing, with a copy to District’s Project Inspector(s). Designer shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 2.11. Designer recognizes that the District may obtain the services of a Construction Manager and that Designer may have to assume certain coordination and management responsibilities, including tracking Requests for Information (“RFI”), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The District reserves the right to retain the services of a Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Designer Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may have a constructability review of Designer’s Designer documents. Designer shall conform any Designer documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Designer shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Designer is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, Designer or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act (“CEQA”), except that Designer agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation

measures adopted by the District into the Project Designer at no additional cost to the District.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Designer Staff

3.1. Designer has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. Designer agrees that the following key people in Designer's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____

Project Director: _____

Project Designer(s): _____

Project Designer(s): _____

Other: _____

Major Consultants:

Electrical: _____

Mechanical: _____

Structural: _____

Civil: _____

Other: _____

3.3. Designer shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Designer. In either case, the District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Designer shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

- 3.5. Designer represents that Designer has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Designer.
- 3.6. Designer shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Designer hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Designer shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each Designer phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Designer.
- 5.2. Designer shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Designer will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Designer shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Give Designer written approval on an agreed adjustment to the Construction Cost Budget.

- 5.3.2. Authorize Designer to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Designer to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
- 5.4. If any of the following events occur, the District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.4.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Designer Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Designer for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount not to exceed _____ Dollars (\$_____) based on the rates set forth in **Exhibit "D."**
- 6.2. The District shall pay Designer the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Designer shall bill for performance of Services under this Agreement in accordance with **Exhibit "D."**

- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Designer's error or omission.
- 6.5. The Designer's Fee set forth in this Agreement shall be full compensation for all of Designer's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Designer's Fee, the Designer's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Designer shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Designer's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for Designers performing similar work for California school districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Designer without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Designer will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Designer confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Designer.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Designer or its Consultants prepare or cause to be prepared pursuant to this Agreement.

- 8.2. Designer retains all rights to all copyrights over Designers and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Designer or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Designer shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Designer shall deliver to District all drawings in DWG format. As to any drawings that Designer provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Designer and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Designer produces the CADD information. The District agrees to release Designer from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Designer or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Designer shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (Designer, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Designer under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Designer's knowledge or participation or both, the District agrees to release Designer of responsibility for such changes, and shall hold Designer harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Designer is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Designer's full involvement, the District shall remove all title blocks and other information that might identify Designer and its Consultants.

Article 9. Termination of Contract

9.1. District's Request for Assurances: If District at any time reasonably believes that Designer is or may be in default under this Agreement, District may in its sole discretion notify Designer of this fact and request written assurances from Designer of performance of Services and a written plan from Designer to remedy any potential default under the terms this Agreement that the District may advise Designer of in writing. Designer shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Designer's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

9.2. District's Termination of Designer for Cause: If Designer fails to perform Designer's duties to the satisfaction of the District, or if Designer fails to fulfill in a timely and professional manner Designer's material obligations under this Agreement, or if Designer shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Designer. In the event of a termination pursuant to this subdivision, Designer may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Designer's actions, errors, or omissions.

9.3. District's Termination of Designer for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Designer may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.

- 9.4. Designer's Termination of Agreement for Cause: Designer has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Designer. Such termination shall be effective thirty (30) days after receipt of written notice from Designer to the District. Designer may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Designer's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Designer of the Project, the Governing Board of the District determines that the Project should be terminated, Designer, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Designer only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Designer shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Designer's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Designer's Services. Designer shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Designer may terminate this Agreement by giving written notice.

Article 10. Indemnity/Designer Liability

- 10.1. To the furthest extent permitted by California law, Designer shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer, its officers, employees, subcontractors, consultants, or agents, including without limitation the

payment of all consequential damages. Designer shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Designer's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Designer shall not exceed the proportionate percentage of Designer's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Designer professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Designer shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Designer's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Designer's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Designer proposes to defend the Indemnified Parties.
- 10.3. Designer shall be responsible for the cost of reviewing CCDs and/or change orders caused by Designer's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Designer's liability for indirect cost impacts, the direct costs for change orders for which Designer shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Designer from amounts owing to Designer.

Article 11. Fingerprinting

- 11.1. Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Designer, its Consultants and their employees will have only limited contact with pupils. Designer shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that

contact will be more than limited as defined by Education Code section 45125.1(d).

- 11.2. For all workers on District property, the Designer shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, the Designer and Designer's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Designer and shall render decisions so as to avoid unreasonable delay in the process of the Designer's Services.
- 12.2. The District shall verbally or in writing advise Designer if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer's documents. Failure to provide such notice shall not relieve Designer of its responsibility therefore, if any.
- 12.3. Unless the District and Designer agree that a hazardous materials consultant shall be a Consultant of the Designer, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Designer and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Designer. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Designer, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Designer's bid documents for the District's convenience and have not been prepared or reviewed by the Designer. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or

incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Designer, or by its employees, even though such equipment be furnished or loaned to Designer by District.

Article 14. Nondiscrimination

Designer agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Designer and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

- 15.1. Designer shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Designer shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

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

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Designer shall comply with

all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Designer's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Designer submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

20.3. Pending resolution of the dispute, Designer agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Designer agrees to toll all statutes of limitations for District's assertion of claims against Designer that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Designer's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

24.1. Designer shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Designer performs the Services that are

the subject matter of this Agreement; provided always, however, that the Services to be provided by Designer shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

- 24.2. Designer understands and agrees that Designer's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Designer, or any employee or Consultant of Designer, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Designer which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Designer for the District, upon notification of such fact by the District, Designer shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Designer under this Agreement (again, offsetting any amounts already paid by Designer which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Designer shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Designer is an employee for any other purpose, then Designer agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Designer or its employees or Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Designer

- 25.1. Designer certifies that the Designer is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Designer certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Designer certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Designer agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Designer and its Consultants’ professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Designer shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

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

District:

Designer:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
ATTN: Contracts Dept
EMAIL: tina-alvarez-bevens@scusd.edu

ATTN: _____
EMAIL: _____

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

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

Article 28. Disabled Veteran Business Enterprise Participation

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

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Designer's and any Consultant's premises to review and audit the Designer's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Designer's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 29.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Designer is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 29.4. Designer shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Designer shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Designer shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Designer shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Designer shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer's Project-related records and information.

Article 30. Other Provisions

- 30.1. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.2. The individual executing this Agreement on behalf of Designer warrants and represents that she/he is authorized to execute this Agreement and bind the CM to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All

counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.4. Designer shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Designer receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). Designer shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Designer shall notify District in writing of the Section 179D tax deduction within 30 days of when Designer receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31.

Exhibits "A" through "H" attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

[NAME OF DESIGNER]

Date: _____, 20__

Date: _____, 20__

By: Rose Ramos

By: _____

Title: CBO

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF DESIGNER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF DESIGNER

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

SCOPE OF PROJECT

Project Name: Electrical/Low Voltage Design Services at Various Sites

Construction Cost Budget: _____

BASIC SERVICES

Designer agrees to provide the Services described below:

1. Designer shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, Designers, drawings, specifications and other services furnished by Designer under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Designer shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, Designer, drawings, specifications and other Services.
2. Designer will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Designer shall advise the District of the most effective methods of identifying and securing such information as part of each stage of Designer. Designer shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Designer's scope of work. This information shall include, if available,
 - a. As-builts;
 - b. Physical characteristics;
 - c. Legal limitations and utility locations for the Project site(s);
 - d. Written legal description(s) of the Project site(s);
 - e. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

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

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

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

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

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

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

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C. PRE-DESIGNER AND START-UP SERVICES

1. Project Initiation

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

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

2. Development of Designer Program

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

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

- f. Develop District standards for facilities and construction, including but not limited to Designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. **Construction Cost Budget**

- a. Designer shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional Designer program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Designer:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (“CSI”) categories for buildings being modernized.
 - (iii) Contingencies for Designer, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Designer shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Designer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Designer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- b. The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Designer.

4. **Presentation**

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

5. **Deliverables and Numbers of Copies**

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

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

6. **Meetings**

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

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D. SCHEMATIC DESIGNER PHASE

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

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, Designer programming, concepts and schematic Designer preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Designer, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Designer**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate Designer concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.

- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

5. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide Designer criteria to include the intent base of Designer for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:

- (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide Designer criteria to include the intent base of Designer for the Project.
 - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with Designer site plan.

8. **Specifications**

Prepare outline specifications of proposed Designer, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Designer is to use District's standardized equipment/material list for new construction and modernization in development of the Project Designer and specifications. Designer shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

9. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

- (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Designer shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Designer.
- e. Designer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Designer shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- f. At the end of this Phase, the Construction Cost Budget may include Designer contingencies of no more than ten percent (10%) in the cost estimates.

10. Deliverables and Numbers of Copies

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

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting reports/minutes;
- c. Schematic Designer Package with alternatives;
- d. Statement indicating changes made to the Designer Program and Schedule; and
- e. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer has not met or corresponded with DSA.

11. Presentation

- a. Designer shall present and review with the District the detailed Schematic Designer.

- b. The Schematic Designer shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

12. Meetings

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

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E. DESIGNER DEVELOPMENT PHASE

Upon District's acceptance of Designer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Designer shall prepare from the accepted deliverables from the Schematic Designer Phase, the Designer Development Phase documents consisting of the following for each proposed system within Designer's scope of services:

1. Design

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. Identification of all fixed equipment to be installed in Project.
- c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- d. Preliminary development of details and large scale blow-ups.
- e. Legend showing all symbols used on drawings.
- f. Further refinement of Outline Specifications for Design.

2. Structural

- a. Structural modifications as necessary.

3. Electrical

- a. All equipment should be located and scheduled showing all types and quantities to be used.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Legend showing all symbols used on drawings.
- d. More developed and detailed Outline Specifications indicating quality level and manufacture.
- e. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4. **Bid Documents**

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

5. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
 - (i) Designer Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor's mark-ups, and general conditions shall be listed separately.
 - (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Designer.
 - (iii) At this stage of the Designer, the Construction Cost Budget may include Designer contingencies of no more than ten percent (10%) in the cost estimates.
- b. Designer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Designer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

6. **Deliverables and Numbers of Copies**

Designer shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Designer Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and

- d. Copy of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer has not met or corresponded with DSA.

The Designer Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

7. **Meetings**

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

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Designer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Designer shall prepare from the accepted deliverables from the Designer Development Phase the Construction Documents consisting of the following for each proposed system within Designer's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

1. Construction Documents – 100% / Completion Stage:

a. Design

- (i) Completed site plan.
- (ii) Completed floor plans.
- (iii) Designer details and large blow-ups completed.
- (iv) Fixed equipment details and identification completed.

b. Structural

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

c. Electrical

- (i) Power plan showing all switching and controls. Fixture schedule and lighting details completed.

d. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Designer shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Designer.

- (iii) Designer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Designer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the Designer, the Construction Cost Budget shall not include any Designer contingencies in excess of the cost estimates.

e. **Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
 - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Designer to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

f. **Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Designer who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Designer's obligation to provide Services that shall comply with professional Designerural standards, including the standard of care applicable to

Designers designing public school facilities and applicable requirements of federal, state, and local law.

g. Deliverables and Numbers of Copies

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Copy of DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. Construction Documents Final Back-Check Stage:

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

- c. Designer shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

3. Meetings

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

G. BIDDING PHASE

Upon District's acceptance of Designer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Designer shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Designer. Nevertheless, Designer will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Designer.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Designer for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Designer and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

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

- a. Meeting report/minutes from the kick-off meeting;
- b. Meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Designer shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Designer shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE

Upon District's acceptance of Designer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Designer shall perform Construction Contract Administration Phase services for the District as follows:

1. Designer's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
 - a. Designer shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
 - b. Designer shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Designer shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Designer shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Designer to the Project Inspector and Laboratory of Record.
 - d. Designer shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.

- e. Designer shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Designer or engineer or their qualified representative to observe construction.
- f. Designer shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
- g. Designer shall respond to DSA field trip notes as necessary.
- h. Designer shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i. Designer shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- j. Designer shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Designer are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

3. Change Orders

- a. Designer shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Designer shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Designer shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Designer, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Designer shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the Designer concept expressed in the Contract Documents.
 - b. Designer shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Designer shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - c. Designer's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Designer's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Designer. Designer's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Designer's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Designer must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Designer. Designer's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Designer's liability if it fails to prepare acceptable documents. Designer must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Designer shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Designer shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Designer may observe. However, Designer shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Designer shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.

8. **Record Drawings.** Designer shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Designer shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Designer's final payment. Designer may insert the following notice on the Record Drawings:

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

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

12. **Deliverables and Number of Copies**

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

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

13. **Meetings**

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. CLOSE OUT PHASE

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

4. **Meetings**

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

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Designer shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Designer shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire Designer phase. Designer shall invite the District and/or its representative to participate in these meetings. Designer shall keep a separate log to document Designer/coordination comments generated in these meetings.

2. **General Meeting, Site Visit, and Workshop Requirements**

- a. Designer shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Designer shall maintain a log of all meetings, site visits or site observations held in conjunction with the Designer and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Designer shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

3. **Meetings During Project Initiation Phase (___ () meeting(s))**

- a. Within the first week following execution of the Agreement, Designer shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Designer, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from the District and the Designer to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Designer shall:

- (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (C) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
- b. Designer shall participate in ___ () meeting(s) as requested by District.
- (A)

4. Initial Site Visits (___ () meeting(s))

- a. Designer shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

5. Meetings During Designer Program (___ () meeting(s))

- a. Designer shall conduct ___ () site visit/meeting(s) with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- b. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- c. Designer shall conduct a minimum of ___ () additional meetings as requested by District.

6. Meetings During Schematic Designer Phase (___ () meeting(s))

- a. Within the first two weeks following the start of the Schematic Designer Phase, Designer shall conduct ___ () Designer workshop[s] with the District's facilities team and site personnel to complete a basic Designer framework with computer-aided Designer equipment ("CADD"). The District may, at its discretion, allow Designer to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has

indicated his or her acceptance with the Designer's preliminary Designer. This workshop shall include the following:

- (i) Designer shall designate its team member duties and responsibilities.
- (ii) Designer and District shall review District goals and expectations.
- (iii) District shall provide input and requirements.
- (iv) Designer and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Designer Phase, for documentation in a computer-generated Project schedule.
- (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

b. Designer shall participate in ____ () meeting(s) as requested by District.

7. Meetings During Designer Development Phase (____ () meeting(s))

a. At the time designated for completion of the Designer Development package, Designer shall conduct ____ () meeting[s], per package or submittal, with the District to review the following:

- (i) Present the Designer Development package for review and comment to proceed with preparation of final plans and specification.
- (ii) Designer and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

b. Value Engineering Workshop (____ () meeting(s))

- (i) Designer shall conduct value engineering workshop(s), as requested by the District, which shall include all of Designer's Consultant(s), the District, and the Construction Manager during the Designer Development Phase. This workshop shall be ongoing and may include several meetings.

8. Meetings During Construction Documents Phase (___ () meeting(s))

- a. Prior to beginning work on the fifty percent (50%) Designer package, Designer shall conduct ___ () meeting(s), per package or submittal, with the District to revise the Designer Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Designer shall conduct ___ () meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Designer and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Designer shall conduct ___ () meeting(s), per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Designer and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

9. Meetings During Bidding Phase (___ () meeting(s))

- a. Attend and take part in ___ () meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct ___ () kick-off meeting(s) with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10. Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)

- a. Designer shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

- b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Designer agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Designer shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

11. Citizens' Bond Oversight Committee Meetings (_____ () meeting(s)) (if applicable)

Designer acknowledges that the Designer and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Designer shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Designer's Designer to the District's citizen bond oversight committee for review.

12. Governing Board Meetings (____ () meeting(s))

Designer acknowledges that the District's Governing Board must approve all Designers. Designer shall, at the District's direction, attend District Governing Board meeting(s) and present the Designer's Designer to the District's Governing Board for review and approval.

END OF EXHIBIT

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Designer if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Designer shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Designer to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Designer has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Designer is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	
Associate Principal:	
Project Manager:	
Designer:	
Assistant Project Manager:	
Intern Designer:	

Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
1. The following items are approved for mark-up:
 - a. Sub-consultant Invoices.
 2. Any approved item of Extra Services not identified in the above list may not be marked-up.
- J. **Format and Content of Invoices** (Extra Services Only)

Designer acknowledges that the District requires Designer’s invoices to include detailed explanations of the Services performed. For example, a six hour charge for “RFIs and CORs” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Designer shall prepare and submit for approval to the District a Schedule of Services showing the order in which Designer proposes to carry out Designer's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Designer shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.

- B. Designer shall complete Services required under the Development of Designer Program section within ___ **calendar days** after written authorization from the District to proceed.

- C. Designer shall complete Services required under the Schematic Designer Phase within ___ **calendar days** after written authorization from District to proceed.

- D. Designer shall complete Services required under the Designer Development Phase within ___ **calendar days** after receipt of a written authorization from District to proceed.

- E. Designer shall complete Services required under Construction Documents Phase within ___ **calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with DSA review the Construction Documents back-check stage.
 - 1. 50% Submittal Package _____ **calendar days**
 - 2. 100% Submittal Package _____ **calendar days**
 - 3. Final Contract Documents after Final Back-Check Stage _____ **calendar days**

- F. The durations stated above include the review periods of ___ **calendar days** required by the District.

- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Designer shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

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

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Designer/Designer Program Development Phase	<u>2.5%</u>
Schematic Designer Phase	<u>10%</u>
Designer Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Contract Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List	2%
Sign Off On Punch List	2%
Receive and Review All M & O Documents	2%
Filing All DSA Required Close Out Documents	2%
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings	2%
TOTAL BASE COMPENSATION	100%

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Designer shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).

3. Designer shall submit to the District for approval a copy of the Designer's monthly pay request format.
4. Upon receipt and approval of Designer's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. Pre- Designer/Designer Program Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Designer/Designer Program.

b. For Schematic Designer Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Designer Phase by the District.

c. For Design Development Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Designer Development Phase by the District.

d. For Construction Documents Phase:

Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

e. For Bidding Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's award of the bid.

f. For Construction Contract Administration Phase:

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District's notice of completion.

g. For Close Out:

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Designer shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Designer, his agents, representatives, employees and Consultant(s). Designer’s liabilities, including but not limited to Designer’s indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Designer’s failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

Coverage	Projects <\$5m	Projects \$5m-\$20m	Projects >\$20m
Professional Liability	\$2,000,000	\$3,000,000	\$5,000,000
CGL	\$1,000,000	\$2,000,000	\$3,000,000
Auto	\$1,000,000	\$1,000,000	\$1,000,000
Employers’ Liability	\$2,000,000	\$2,000,000	\$2,000,000
Workers Comp	Statutory	Statutory	Statutory

1. **Commercial General Liability.** 2 million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Commercial Automobile Liability, Any Auto.** 1 million dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Workers' Compensation Liability.** For all of the Designer’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Designer shall keep in full force and effect, a Workers' Compensation policy.
4. **Employers’ Liability.** For all of the Designer’s employees who are subject to this Agreement, Designer shall keep in full force and effect, an Employment Practices Liability policy with minimum liability coverage of 1 million dollars (\$1,000,000) per occurrence.

5. **Professional Liability.** This insurance shall cover the prime Designer professional and his/her consultant(s) on a Claims Made basis for ____ Million Dollars (\$__,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. **Deductibles and Self-Insured Retention:** Designer shall inform the District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of the District, either:
1. The District can accept the higher deductible;
 2. Designer's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
 3. Designer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Designer; Instruments of Service and completed operations of the Designer; premises owned, occupied or used by the Designer; or automobiles owned, leased, hired or borrowed by the Designer. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
 2. For any claims related to the projects, Designer's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Designer's insurance and shall not contribute with it.
 3. Designer shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. Designer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
 6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
 7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
 8. Designer shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Designer fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Designer under the Agreement.
 9. Designer shall require all subconsultants to maintain the level of insurance Designer deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Designer shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Designer not require subconsultants to provide the same level of insurance as is required of Designer, as provided in this Agreement, Designer is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
 10. If Designer normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Designer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Designer shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
 2. Require Designer to procure insurance from another insurer.

G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Designer shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages;
and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

H. **Copy of Insurance Policy(ies):** Upon the District's request, Designer will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT "F"

ROOFING PROJECT CERTIFICATION

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

Certification of: Designer Engineer
 Roofing Consultant Other _____

I, _____, _____, certify that I have
[Name] [Name of Firm]

not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____, _____,
[Name] [Name of Firm]

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any Designer, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the
[Name] [Name of Firm]

following financial relationships with an Designer, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF EXHIBIT

EXHIBIT "G"

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

PROJECT/CONTRACT NO.: 23-001, Electrical/Low Voltage Design Services between the Sacramento City Unified School District ("District") and _____ ("Consultant") ("Contract" or "Project").

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

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

- OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

EXHIBIT "H"

VACCINATION STATUS CERTIFICATION (Consultant)

Consultant/Company Name: _____

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

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson).

Unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing that either has Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

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

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

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

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

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>

c) <https://www.smchealth.org/>

I acknowledge that this certification, upon receipt and acceptance by the District, hereby supplements and amends and is hereby incorporated by reference into Consultant's existing contract with the District, that continued compliance with the matters described herein is a condition for continuation of that contract and that failure to adhere to these requirements constitutes a breach of contract resulting in consequences including, without limitation, contract termination. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Consultant to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this _____ day of _____, 202__ at _____, California.

By: _____ Signature: _____

Title: _____

Please submit this completed/signed certification by email to _____, at _____, with the executed Agreement.

Services may be suspended if this certification is not returned prior to performing services within the scope of this Agreement on District property.

END OF EXHIBIT