

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P #56)  
ARCHITECTURAL SERVICES**

**NOTICE IS HEREBY GIVEN** that the Tamalpais Union High School District ("District") is requesting qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural planning and design services for the construction of the Portable Phase 2 Project at the Redwood High School, Tamalpais High School, and potentially other District school sites as may be determined by the District ("Project").

Respondents to this RFQ/P should email, mail, or deliver one (1) electronic copy of their Statement of Qualifications ("SOQ") and a copy of their Proposal, as further described herein, to:

**Lars Christensen  
lchristensen@tamdistrict.org  
TAMALPAIS UNION HIGH SCHOOL DISTRICT  
395 Doherty Drive  
Larkspur, CA 94939**

**ALL RESPONSES ARE DUE BY 2:00 P.M., ON DECEMBER 22, 2017.** Any SOQ or Proposal received after that date and time will not be accepted and will be returned unopened.

Each SOQ and Proposal 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.

If you have any questions regarding this RFQ/P please call or email Lars Christensen at [lchristensen@tamdistrict.org](mailto:lchristensen@tamdistrict.org) before 2:00 p.m. on DECEMBER 19, 2017. Answers will be provided by 5:00 p.m. on DECEMBER 20, 2017.

## **BACKGROUND AND SCOPE OF SERVICES**

The District is an extremely high performing school district in a very active, supportive, and educated community. Currently 4,651 students are served in three comprehensive high schools and two alternative programs. In addition, the Adult and Community Education courses attract hundreds of community members each year.

The District is seeking SOQs and Proposals from experienced entities to provide full architectural services ("Project Architect") through the design and construction phases of the District's Portable Phase 2 ("Project"), which involves the placement of portables in time for the 2018-19 school year at the following District school sites: Redwood High School, Tamalpais High School. The District reserves the right to include additional District school sites to the Project if deemed necessary.

## **LIMITATIONS**

The award of a contract, if at all, is at the sole discretion of the District. The District reserves the right to contract with any entity responding to this RFQ/P. 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 a response to this RFQ/P. The awarding of the Project Architect contract(s), if at all, is at the sole discretion of the District.

The SOQs, Proposals, 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 designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, SOQs and Proposals 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 Proposals. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ or Proposal.

## **FULL OPPORTUNITY**

The District hereby 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 submit SOQs and Proposals in response to this RFQ/P and no respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

## **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/selection process, or the award of the contract with any member of the District, Board of Education, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the proposer.

### **FORMAT REQUIREMENTS**

Firms responding to this RFQ/P must comply with the following format requirements. Material must be in 8-1/2 x 11 inch format. Submittals shall include slip sheets labeled with boldface headers below; e.g. the first tab would be entitled "Cover Letter", the next would be entitled "Business Information", etc. Responses may not exceed **Fifteen (16) single-sided pages**, excluding permitted appendices. Responses must use font sized 10 point or larger.

Provide one (1) electronic copy of the SOQ.

- The electronic copy will only be accepted via email, flash drive, or CD in the following programs: Microsoft Office Suite or PDF.

***If emailing, it is Respondent's responsibility to confirm the District received the file and it did not "bounce back" due to size or other technical issues.***

### **CONTENT REQUIREMENTS**

#### **1. COVER LETTER** (maximum of 1 page)

- Provide a letter of introduction signed by an authorized officer of the architectural services company. If the architectural services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
- Clearly identify the individual(s) who are authorized to speak for the firm during the evaluation process.
- Respondent must review the District's insurance and indemnity language and include the following statement:

*"[INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT ARCHITECTURAL SERVICES COMPANY'S 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 ARCHITECTURAL SERVICES COMPANY'S NAME] has no objections to those provisions."*

- Respondent must review the District's form of agreement, attached to this RFP as "Appendix A," and include one of the following statements:

*"[INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] received a copy of the District's form of Architectural Services Agreement ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT ARCHITECTURAL SERVICES COMPANY'S 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 ARCHITECTURAL SERVICES COMPANY'S NAME] has no objections to the use of the Agreement."*

OR

*"[INSERT ARCHITECTURAL SERVICES COMPANY'S NAME] received a copy of the District's form of Agreement for Architectural Services ("Agreement") attached as Appendix "A" to the RFQ/P. [INSERT ARCHITECTURAL SERVICES COMPANY'S 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 ARCHITECTURAL SERVICES COMPANY'S NAME] has objections to the use of the Agreement, listed as follows: [IDENTIFY ALL OBJECTIONS]."*

To the extent Respondent has any objections to the form agreement, Respondent **must** state the objection and provide a reasonable description of any proposed change. Unidentified objections, or vaguely described objections will not be entertained by the District during any contract negotiation. Objections may be attached as an Appendix to Respondents response and shall not count toward the page limit.

- 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 submission of this Statement of Qualifications, [INSERT ARCHITECTURAL SERVICES COMPANY'S 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.
- 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 AND EXPERIENCE**

- Describe your experience with pre-checked designs, giving specific project details.
- Describe your firm's experience with meeting aggressive schedules.
- Describe your firm's approach to quality control/assurance procedures, including coordination of design disciplines and DSA final certification.
- Describe the approach to conformance with Federal/State/Local applicable code requirements, and your experience with DSA and working within DSA processes.
- Provide information about prior services furnished/designs prepared by your firm in the last ten (10) years on a minimum of three (3) K-12 and/or community college educational projects involving interim student housing and/or portables. List the following for each project:
  - district name and name of contact person, title, telephone number, and email address to be contacted for a reference
  - project name and location
  - beginning and end dates of project (i.e., Notice of Completion and DSA final certification)
  - original budget, bid amount & final amount at close-out
  - number of RFI's and Change Orders of each project
  - briefly state relevance of projects included for consideration in this RFQ/P
  - specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association)
  - key individuals of the firm involved and their roles in the project
  - any sub-consultants that worked with the firm

### **4. PROJECT TEAM SUMMARY**

- Identify key team members, including sub-consultants, and state their qualifications relevant to programming services and the scope of this project.
- Each SOQ must include evidence that the architectural services company is legally permitted and properly licensed for the scope of work for which the SOQ is submitted and to conduct business in the State of California.
- 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. LITIGATION HISTORY

Provide a comprehensive five (5)-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients, including any ongoing claims, litigation, arbitrations, or other disputes. State the issues in the litigation, the status of the litigation, names of parties, and outcome. SOQs failing to provide the requested information on lawsuits or 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.

## 6. FEE PROPOSAL

Provide a fee proposal. The fee proposal should be broken into the following tasks, some or all of which the District may elect to include in the final contract scope, if any:

- Redwood High School: services through design and construction for the installation of Four (4) portable classrooms.
- Tamalpais High School: services through design and construction for the installation of Four (4) portable classrooms.
- Major subconsultants for each site, including at a minimum: civil engineering, electrical engineering. Respondents may submit additional proposed subconsultants and fee information if desired.

The fee proposal shall also include hourly billing rates by position (proposed); staffing plan (proposed); and reimbursable schedule (proposed). Proposal shall provide a Schedule of Rates ("SOR") by position, by company entity, for each position proposed by your firm, whether you are submitting as a prime with subconsultant(s), or as joint venture or partnership. The SOR should identify proposed reimbursables by category.

A form of the Agreement has been distributed with this RFQ/P as Appendix "A." The final form of the Agreement will incorporate the final scope of work and fee negotiated between the District and selected firm, which shall be negotiated with the successful Proposer.

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## **SELECTION PROCESS**

A Selection Committee will evaluate all submissions. Based upon the information presented in the submissions, the District's Selection Committee may choose the most highly qualified firms to participate in the interview process. After the interviews, if any, the Selection Committee will identify the firm/team that can provide the greatest overall benefit to the District.

## **SELECTION CRITERIA**

### **1) Firm Qualifications**

- a) Location of office and accessibility to the projects.

- b) Reputation of the firm.
  - i) Satisfaction of previous clients (client relationships).
  - ii) Timeliness of work and ability of the firm to meet aggressive schedules.
  - iii) Accuracy of cost estimates.
- c) Current commitments and ability of firm to handle several simultaneous projects.
- d) Level of construction administration services, which are provided by the firm and its consultants during construction.
- e) Capacity and commitment to provide services to client.
- f) Project Architect's knowledge of applicable state regulations.

## **2) Design Qualifications**

- a) Experience in planning, design, and administering the construction of public school projects, including projects involving portables.
- b) Change Order experience.
- c) Knowledge of state laws, the American with Disabilities Act, and other governmental requirements for K-12 schools.
- d) Project Architect's experience in successful and timely approval of firm's projects through all state and local regulatory agencies.

## **DISTRICT INVESTIGATIONS**

The District may perform investigations of responding parties that extend beyond contacting the references identified in the SOQ. The District may request an architectural services company to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

## **FINAL DETERMINATION AND AWARD**

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ or Proposal as non-responsive, and/or not to contract with any architectural services company for the services described herein. 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 reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ or Proposal in response to this RFQ/P, including any supporting materials.

The awarding of a 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 Agreement 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.

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**RFQ/P RESPONSE SCHEDULE SUMMARY:**

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

<b>DATE</b>	<b>EVENT</b>	<b>TIME DEADLINE</b>
12-14-17	Release and advertisement of RFQ/P #56.	
12-19-17	Deadline for submission of written questions to District concerning RFQ/P #56.	5:00 p.m.
<b>12-22-17</b>	<b>Deadline for all submissions in response to RFQ/P #56.</b>	<b>2:00 p.m.</b>
1-8-18	Notification to selected Firm	

**WE THANK YOU FOR YOUR INTEREST IN THIS EXCITING PROJECT!**



**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL DESIGN SERVICES**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between the Tamalpais Union High School District, ("District") and \_\_\_\_\_ ("Consultant" or "Architect"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide professional design services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- 2. **Term.** Consultant shall commence providing services under this Agreement on \_\_\_\_\_, 201\_\_ and will diligently perform as required and complete performance in accordance with the schedule set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference, unless this Agreement is terminated and/or otherwise cancelled prior to that time. Installation of the portables is anticipated to conclude before the beginning of the 2018-19 school year.
- 3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

- 4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement an amount broken down per task as follows:
  - 4.1. Fee for Redwood High School installation of Four (4) portable classrooms, District shall pay Consultant for all Services contracted for under this Agreement an amount equal to the following: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 4.2. Fee for Tamalpais High School installation of Four (4) portable classrooms, District shall pay Consultant for all Services contracted for under this Agreement an amount equal to the following: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
  - 4.3. No increase in compensation will be due from CCDs and/or change orders generated during the construction period to the extent caused by Consultant's error or omission.
  - 4.4. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District and in accordance with the payment schedule below. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed and after the District's written approval of the Services, or the portion of the Services for which payment is to be made.

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction 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%
<b>TOTAL BASE COMPENSATION</b>	<b><u>100%</u></b>

- 4.5. If Consultant works at more than one site, Consultant shall invoice for each site separately.
- 4.6. District will withhold 2% of each billing until the Division of the State Architect certification is received for the entire project.
5. **Payment for Extra Services or Changes.** Any charges for Extra Services shall be paid by the District in accordance with the rates set forth in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized by the District in writing and in advance of the work, and that the Extra Services have been satisfactorily completed. If any service is done by Architect 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, Architect 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 Architect 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 Architect.
6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:
- 6.1. Not applicable.
7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the

work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

8. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

- 8.1. Not applicable.

9. **Performance of Services.**

- 9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 9.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

- 9.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 9.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

11. **Ownership of Data.**

- 11.1. 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 Consultant prepared or cause to be prepared pursuant to this Agreement. Consultant retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications,

estimates, and other documents that Consultant prepares or cause to be prepared pursuant to this Agreement.

- 11.2. In the event the District changes or uses any fully or partially completed documents without Consultant's knowledge or participation or both, the District agrees to release Consultant of responsibility for such changes, and shall hold Consultant 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 Consultant 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 Consultant's full involvement, the District shall remove all title blocks and other information that might identify Consultant.
- 11.3. Following the termination of this Agreement, for any reason whatsoever, Architect 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:
  - 11.3.1. 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.
  - 11.3.2. One (1) set of fixed image CADD files in DXF or other format acceptable to the District of the drawings that are part of the Contract Documents.
  - 11.3.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 11.3.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
  - 11.3.5. The obligation of Section 11.3 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

12. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant agrees to take such actions as are necessary to protect the rights assigned to the District in this Agreement, and to refrain from taking any action that would impair those rights. Consultant's responsibilities under this Agreement include without limitation, placing proper notice of copyright on all versions of the plans and specifications. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

13. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five

(5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

#### 14. Termination.

14.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

14.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

14.2.1. material violation of this Agreement by the Consultant; or

14.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

14.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. **Indemnification.** To the furthest extent permitted by California law, Consultant shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

**16. Insurance.**

16.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence	\$ 1,000,000, single combined limit
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 1,000,000

16.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

16.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

16.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.2.1. A clause stating: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to

the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 16.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 16.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 16.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

16.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

18. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District.

18.1. **LABOR CODE REQUIREMENTS:** Consultant shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District.

18.1.1. **Registration:** If applicable, before a public works contract can be awarded, Consultant and its subcontractor(s) shall be registered with the Department of Industrial Relations in accordance with Labor Code section 1771.1.

18.1.2. **Certified Payroll Records:** Consultant and its subcontractor(s) shall keep accurate certified payroll records of workers and shall electronically submit certified payroll records directly to the Department of Industrial

Relations weekly or within ten (10) days of any request by the District or the Department of Industrial Relations.

18.1.3. **Labor Compliance:** Consultant shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

19. **Certificates/Permits/Licenses/Registration.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
20. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
21. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
22. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Although District has determined that fingerprinting is not applicable to this Agreement, Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:
- 22.1. All site visits shall be arranged through the District;
  - 22.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;
  - 22.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;
  - 22.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting the District;
  - 22.5. Consultant and Consultant's employees shall not use student restroom facilities; and
  - 22.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office



and request that a member of the school staff be assigned to the work location.

23. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. **Limitation of District Liability.** 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 for the services performed in connection with this Agreement.

26. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

Tamalpais Union High School District  
395 Doherty Drive  
Larkspur, CA 94939  
ATTN: Superintendent  
FAX: 415.945.1001

**Consultant:**

[NAME]  
\_\_\_\_\_  
\_\_\_\_\_, California 9\_\_\_\_  
[FAX]  
ATTN: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only

by a written instrument executed by both Parties.

29. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

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39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 201\_\_

Dated: \_\_\_\_\_, 201\_\_

**Tamalpais Union High School District**

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

[INFORMATION REGARDING CONSULTANT FOLLOWS ON NEXT PAGE]

**Information regarding Consultant:**

License No.: \_\_\_\_\_

\_\_\_\_\_:

Registration No.: \_\_\_\_\_

Employer Identification and/or  
Social Security Number

Address: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Consultant to furnish the information requested in this section.**

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- \_\_\_ Individual
- \_\_\_ Sole Proprietorship
- \_\_\_ Partnership
- \_\_\_ Limited Partnership
- \_\_\_ Corporation, State: \_\_\_\_\_
- \_\_\_ Limited Liability Company
- \_\_\_ Other: \_\_\_\_\_

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

- Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_

District Representative's Name and Title:

\_\_\_\_\_

District Representative's Signature:

\_\_\_\_\_

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*
- Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:
  - The installation of a physical barrier at the worksite to limit contact with pupils.
  - Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
  - Surveillance of Employees by District personnel.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature:  
\_\_\_\_\_

I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**EXHIBIT "A"**  
**DESCRIPTION OF ARCHITECTURAL SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant's entire Proposal is **not** made part of this Agreement.

**A. PROJECT.** Consultant shall provide complete professional design services for all phases of design through construction and project close-out for the District's Phase 2 Portables at the following sites ("Project"):

- a. Redwood High School, 395 Doherty Drive, Larkspur, CA 94939
  - i. Four (4) portable classrooms
- b. Tamalpais High School, 700 Miller Avenue, Mill Valley, CA 94941
  - i. Four (4) portable classrooms

**B. BASIC SERVICES**

Consultant agrees to provide the Services described below:

1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Consultant 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. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.
3. Consultant's Services shall include the provision of civil engineering services, inclusive of any requisite coordination necessitated by retention of a civil engineering subconsultant to Consultant.
4. Consultant's Services shall include the provision of electrical engineering services, inclusive of any requisite coordinate necessitated by retention of an electrical engineering subconsultant to Consultant.

**C. PRE-DESIGN PHASE**

**1. Project Initiation**

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

- a. Within the first week following execution of the Agreement, Consultant will prepare a scope of work list, work plan, and schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not

limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Consultant 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.
- c. Review District Standards and perform a site assessment for all school sites as follows:
  - (i) visit each school site as necessary to inspect and assess the site in connection with Consultant's provision of Services;
  - (ii) identify Code impacts relating to Consultant's provision of Services including path of travel, Fire Life Safety, existing utilities, and clearances;
  - (iii) identify and assess other information or impacts related to Consultant's Services as necessary for the provision of Services in accordance with the applicable standard of care.

#### **D. DESIGN PHASE**

Consultant shall prepare Design Phase documents consisting of the following for each proposed system within Consultant's scope of services:

##### **1. Architectural**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.



- k. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. **Structural**

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

## 3. **Mechanical**

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

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#### 4. **Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low-voltage system includes fire alarm system, security system, clock and public address system, bell system, voice-data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

#### 5. **Civil**

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

#### 6. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

#### 7. **Bid Documents**

Consultant 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.

#### 8. **Construction Cost Budget**

- a. If applicable, 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) Design 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 Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- (iii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

- b. Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

## 9. Deliverables and Numbers of Copies

Consultant 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. Two (2) copies of the Design drawing set from all professional disciplines necessary to deliver the Project;
- b. Two (2) copies of the Specifications;
- c. Two (2) copies of the revised Construction Cost Budget; and
- d. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Consultant has not met or corresponded with DSA.

The Design 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.

## 10. Meetings

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

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## **E. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant shall prepare from the accepted deliverables from the Design Phase the Construction Documents consisting of the following for each proposed system within Consultant's scope of work:

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.

#### **b. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Site utility plans started.

#### **c. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

#### **d. Mechanical**

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

#### **e. Electrical**

- (i) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (ii) All electrical equipment schedules started.

(iii) Special system components approximately located on plans.

**f. Civil**

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

**g. Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Phase Documents.

**h. Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Consultant shall update and refine the Design Phase revisions to the Construction Cost Budget. Consultant shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- (iii) Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

**i. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

- (i) 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 a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

- (ii) 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.
- (iii) Specifications shall be in CSI format.

**j. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant 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) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
- (iv) Two (2) copies of a 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 – 100% / Completion Stage:**

**a. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

**b. Structural**

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

**c. Mechanical**

- (i) Large scale mechanical details complete.

- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

**d. Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

**e. Civil**

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

**f. Construction Cost Budget**

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Consultant 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 Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant.
- (iii) Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

**g. Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, 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 Consultant to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Consultant 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 Consultant's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**i. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant 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) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;
- (iv) Two (2) copies of the revised Construction Cost Budgets;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;



- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

### 3. **Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Consultant incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Consultant 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 Consultant's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Consultant's tracing paper with each Consultant/Consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Consultant shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

### 4. **Meetings**

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

## **F. BIDDING PHASE**

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Consultant 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 Consultant. Nevertheless, Consultant 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 Consultant.
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 Consultant for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Consultant 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, Consultant 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. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Consultant shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Consultant shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **G. CONSTRUCTION ADMINISTRATION PHASE**

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

1. Consultant'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. Consultant 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. Consultant 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. Consultant shall provide project inspection cards to the Project Inspector prior to commencement of construction.

- c. Prior to commencement of construction, Consultant 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 Consultant to the Project Inspector and Laboratory of Record.
- d. Consultant shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
- e. Consultant 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 Consultant or engineer or their qualified representative to observe construction.
- f. Consultant 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.
- g. Consultant shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.
- h. Consultant 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 Consultant are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Consultant shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Consultant 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. Consultant 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 Consultant, 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. Consultant 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 design concept expressed in the Contract Documents.
  - b. Consultant shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Consultant shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
  - c. Consultant'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 Consultant'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 Consultant. Consultant'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 Consultant's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Consultant 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 Consultant. Consultant'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 Consultant's liability if it fails to prepare acceptable documents. Consultant must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Consultant 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. Consultant shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Consultant may observe. However, Consultant shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Consultant 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.** Consultant 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. Consultant 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 Consultant's final payment. Consultant 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. Consultant has provided a review consistent with its legal standard of care.

9. **O&M Manuals / Warranties.** Consultant 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.** Consultant shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Consultant constitute Consultant's representation to the District that work has progressed to the point indicated to the best of Consultant'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, Consultant 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. Two (2) copies of the meeting report/minutes from the kick-off meeting;
- b. Two (2) copies of the observation reports; and
- c. Two (2) copies of the weekly meeting reports.

**13. Meetings**

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

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## H. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Consultant shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Consultant 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. Consultant shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Consultant's recommendation as to the adequacy of these items.
  - c. Consultant shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Consultant shall respond to the DSA "90-day" letter.
  - e. Consultant shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Consultant shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Consultant shall review and prepare a package of all warranty and O&M documentation.
  - h. Consultant shall organize electronic files, plans and prepare a Project binder.
  - i. Consultant shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**
  - a. Two (2) copies of punch lists for each site; 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, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section I.**

## **I. MEETINGS / SITE VISITS / WORKSHOPS**

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

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

- a. Consultant shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Consultant shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, 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, Consultant 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, Consultant shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - (i) Consultant, 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 Consultant to each other, defining roles and responsibilities relative to the Project.
  - (iii) During this meeting, Consultant 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. Consultant shall participate in \_\_\_\_ (\_\_\_\_) meeting(s) as requested by District.

**4. Initial Site Visits (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

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

**5. Meetings During Design Phase (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

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

(i) Present the Design package for review and comment to proceed with preparation of final plans and specification.

(ii) Consultant and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**b. Value Engineering Workshop (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

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

**6. Meetings During Construction Documents Phase (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

a. Prior to beginning work on the fifty percent (50%) design package, Consultant shall conduct \_\_\_\_\_ (\_\_\_\_) meeting(s), per package or submittal, with the District to revise the Design package and receive comments.

b. At the time designated for completion of the fifty percent (50%) submittal package, Consultant 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) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Consultant 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) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**7. 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 one (1) kick-off meeting 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.

**8. Meetings During Construction Administration Phase (\_\_\_\_\_ (\_\_\_\_) meeting(s), plus weekly Project meetings until entire Project is complete)**

- a. Consultant 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. This is expected to be \_\_\_\_\_ (\_\_\_\_) meeting(s), per site, but Consultant acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- c. Consultant 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.

**9. Citizens' Bond Oversight Committee Meetings (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

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

**10. Governing Board Meetings (\_\_\_\_\_ (\_\_\_\_) meeting(s))**

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

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**EXHIBIT "B"**  
**HOURLY RATE SCHEDULE**

Consultant's entire Proposal is **not** made part of this Agreement.

**EXHIBIT "C"**  
**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect'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. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within \_\_\_\_\_ **calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within \_\_\_\_\_ **calendar days** after written authorization from District to proceed.
- D. Architect shall complete Services required under the Design Development Phase within \_\_\_\_\_ **calendar days** after receipt of a written authorization from District to proceed.
- E. Architect 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 the Construction Documents back-check stage.
- |  |                            |
|--|----------------------------|
| 1. 50% Submittal Package                                 | _____ <b>calendar days</b> |
| 2. 100% Submittal Package                                | _____ <b>calendar days</b> |
| 3. Final Contract Documents after Final Back-Check Stage | _____ <b>calendar days</b> |
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.
- 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, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

**Tamalpais Union High School District**

**Addendum No. 1 to RFQ/P # 56:**

**December 15, 2017**

- 1) The "**FORMAT REQUIREMENTS**" section of RFQ/P # 50, seeking Architectural Services for Interim Student Housing Phase II, is amended to increase the page limit for Responses.

The District will accept Responses not exceeding Fifty (50) pages, excluding permitted appendices.

All other portions of the RFQ/P remain unchanged.