CHULA VISTA ELEMENTARY SCHOOL DISTRICT
84 East J Street, Chula Vista, CA 91910

REQUEST FOR QUALIFICATIONS

FOR

ARCHITECTURAL SERVICES

Reference #: 23/24-3

Issued: July 7, 2023

Due: August 11, 2023, 4:00PM

1. GENERAL INFORMATION

The CHULA VISTA ELEMENTARY SCHOOL DISTRICT ("District") is requesting Statements of Qualifications for architect services.

A. Each firm shall submit **Four (4) bound, one (1) unbound copies** of **Statement of Qualifications,** and **one (1) electronic version via thumb drive in Adobe Portable Document File** format prominently marked with **"Request for Qualifications, Architect Services – Reference No. 23/24-3"** and the name of the firm submitting the SoQ. The Submitter must comply with the licensure requirements under Education Code section 17302 *et. seq.*

B. RFQ/SoP shall be submitted to the District, as follows:
   1. **Deadline for Submittal of Responses:**
      i. **No later than 4:00PM on August 11, 2023**
      ii. *Late Responses will be returned unopened.*
   2. **Method of delivery:**
      i. **Send SoQ submittal package via USPS, FedEx, UPS, or other means of delivery with tracking**
      ii. ***Responses sent by Email or Facsimile (FAX) will not be accepted.***
   3. **Delivery Address:**
      Chula Vista Elementary School District
      Facilities & Planning Office, Building 700
      Attn: Esmeralda Ayon
      Planning Manger
      84 East J Street, Chula Vista, CA 91910
      RFQ-Architect Services – Reference #: 23/24-3
   4. **Delivery Map:**
      i. **Please see the last page of this RFQ packet for a delivery map.**

C. Submitters are required to disclose any relationships with the District and execute the non-collusion affidavit included with this RFQ.

D. The original SoQ shall be submitted and ***signed in blue ink***, by an authorized individual or officer of the firm submitting the SoQ.

E. Firms interested in submitting SoQs will not contact District Governing Board members, the Superintendent, Assistant Superintendents, or any other officials or staff of the District. The district may reject SoQs if a firm or its representatives make direct contact with the District. Firms are to contact:

   Chula Vista Elementary School District
   Attn: Esmeralda Ayon
   Planning Manager
   84 East J Street, Chula Vista, CA 91910
   Email: esmeralda.ayon@cvesd.org

F. All written questions received will be answered in writing and posted on the District's website/Business Services Page. ***Oral statements regarding this RFQ by any person(s) should be considered unverified information unless confirmed in writing. To ensure a response question must be received in writing by 4:00PM on July 25, 2023.***

G. The Board of Education of the District reserves the right to accept or reject any or all SoQ submittals and to negotiate with any or all responsible submitters. Submitters shall be responsible for all expenses that they may incur in preparing SoQs.

H. The District reserves the right to revise the RFQ up to and including **July 27, 2023** for issuance of clarifications and revisions to this RFQ. Revisions to the RFQ shall be posted on the District's/Business Services/Purchasing page. The District expressly reserves the right to extend the deadline by which SoQs are due.

I. Architectural Services firms must complete the RFQ/SoQ process and be placed on the District's Pre-Qualified List before the District considers awarding any Project RFPs.

2. DESCRIPTION OF SERVICES REQUIRED

A. Introduction

The District will select a pool of professional firms to provide full architectural services for facilities planning and projects districtwide. Responses received from this RFQ will be used by the District as a foundation for the development of agreements and contracts with specific provisions subject to review and negotiations relative to the professional services to be provided.

B. Background on the District and Scope of Work

The District is a PS/TK-12 school District in Chula Vista, California. The District serves approximately 22,500 students in the community in and around Chula Vista, California, in San Diego County. The district consists of forty-nine schools.

The District may utilize Responses to this Request to create a pool of architects for any future projects to include the selection of one or more architects for any capital and/or maintenance program projects that may include: modernization, expansion, new construction, reconstruction, alteration, rehabilitation, repair, relocation, reconfiguration, upgrades, closeouts, and other projects as may be identified, planned, modified, or prioritized/reprioritized, including DSA and Non-DSA projects, special studies, and other services as may be required. The District may also issue future solicitations that may augment or supersede this solicitation.

Current Projects:

It is anticipated that the District will select a pool of firms effective for three-five (3-5) years. The District may ask for a Proposal to provide services for specific projects. The exact scope of design services for any particular project will be determined at a time in the future and will be set forth in an amendment to the Master Agreement between the District and the Architect. Entering into a Master Agreement with the District does not guarantee the assignment of future work.

3. ITEMS FOR INCLUSION IN STATEMENT OF QUALIFICATIONS

All SoQ submittals shall address the following items in the order listed below and shall be identified in the submitted SoQ to match the following list:

A. Description of Firm – (Page Limit=1) This section is to provide information regarding the size, location, nature of work performed, years in business, and approach that will be used in meeting the needs of the District.

B. Description of Projects – (Page Limit=5) This section shall identify five (5) modernization projects that the firm has completed. Use this section of the SoQ to indicate the areas of expertise you have previously provided and how the firm's expertise will enable the District to benefit from that expertise. The District is requiring the firm(s) to have relevant experience in modernizing PS/TK-12 schools. The SoQ shall include the following format:

PROJECT NAME AND LOCATION	DISTRICT'S NAME, ADDRESS, CONTACT PERSON, EMAIL. AND TELEPHONE	COMPLETION DATE	PROJECT COST (above or below the project estimate)	COMMENTS

C. Background of Assigned Personnel – (Page limit=4) Provide total number of professional staff employed by the firm and the number of professional staff at the location from which staff will be assigned to the District. Identify persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual and their experience.

D. Management of Workload – (Page limit=1) Explain how the firm manages the current and projected workload of the firm and the ability of the firm to undertake work from the District.

E. Schedule – (Page limit=2) The SoQ shall include a projected schedule for a hypothetical Elementary School campus-wide modernization project with an 18-month construction time frame and a budget of $20M in hard construction. Using the expertise of the firm and based upon the best information available at this time, the architect firm shall graphically demonstrate a schedule that depicts the number of days in duration with a start and finish date. The schedule shall include the following tasks estimating a final completion and occupancy date for the project:

1. Planning and design through DSA approval
2. CDE, CEQA, and ACPC compliance
3. Bid Process
4. Construction Administration
5. DSA certification and close out

F. Project Plan and Methodology – (Page limit=2) Briefly describe the procedures your architectural firm would use in conducting each task in the design of hypothetical modernization project described in section 3.E. above. Address the approach, schedule, and plan so that the project will flow is consistent with the schedule identified in section 3.E. above.

G. Consultants – (Page limit=1) The SoQ shall list all consultants that are proposed to be used for District projects.

H. Experience with Funding Options and Cost Estimating – (Page limit=2) The SoQ shall include the background, experience, and success of the individuals/consultants involved in

the team regarding prioritizing projects, estimating costs, and successfully exploring alternative funding and financing.

I. Fees – (Page limit=1) Describe the method proposed for charging fees.

Client Reference List – (Page limit=1) Provide five (5) PK-12 references, including firm name, district name, contact person, and their position, who you have worked with in the past five (5) years. Four of the references can be for existing clients. However, one of the references must be for a client you no longer do work for. Please provide a written explanation as to why you no longer have a relationship with that client.

J. Other – (Page limit=5) Each firm is encouraged to provide any additional information or description of resources the firm feels are pertinent to the SoQ.

4. SELECTION PROCESS and PROJECTED DATES

The process and projected schedule the District will use in selecting a firm or firms to perform services will be as follows:

Action	**Date**
Release of Request for Qualifications/SoQs Posted	July 7, 2023
Last Day to Submit Questions for Clarification must be received at or before **4:00 PM**	July 25, 2023
Addenda Clarifications Issued by District	July 27, 2023
Deadline for Receipt of Responses must be received at or before **4:00 PM**	August 11, 2023
Board Items/Recommendations due to District	August 30, 2023
Consideration by Governing Board of to authorize the establishment of a pool of Architectural Firms	September 13, 2023

5. EVALUATION

Although not necessarily exhaustive of the criteria to be utilized by the District, the District intends to use the following evaluation criteria in selecting Pre-Qualified Consultants. The evaluation criteria are as follows:

3.1. Timeliness and Completeness of SOQ

To receive maximum consideration, Architectural firm's SOQ must be received by the Response Deadline. In addition, Architectural firm's SOQ will be evaluated with respect to organization, clarity, completeness, and responsiveness to this RFQ.

3.2. Technical Qualifications and Competence

This includes experience, expertise, and familiarity with applicable laws and requirements for public works projects in general and school projects in particular.

3.3. Record of Past Performance

This includes work quality, completion of work on schedule, cost controls, contracts held with districts over the last 5 years as well as the response of references provided by the Architectural firm or any other references.

3.4. Approach to Work

This includes project management and coordination methodologies, analysis and study approaches and ability to respond to emergencies and delays.

3.5. Cost Control

This includes cost control procedures, preliminary cost estimates, personnel utilization, billing rates for personnel and Architectural firm's policies respecting the pass-through to the District of overhead costs.

Based on the District evaluation of the SOQs that the District receives, the District may select one or more Pre-Qualified Consultant. The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives. The District also reserves the right to: (i) extend the Response Deadline, (ii) send out additional RFQs, (iii) reject any and all submittals, and/or (iv) provide for other mechanisms for Architectural firms to become Pre-Qualified to provide architectural services for the District. The District is not obligated to explain any deficiencies in their proposal, nor accept requests for justification from firms not selected.

The selected Architect shall work under the direction of the Assistant Superintendent-Business Services or designee. The Architect selected may work with a Construction Management (CM) firm to provide construction cost savings advice, conduct value engineering and constructability reviews, and recommend modifications to the plans for the project, to the District and the CM if necessary and as required. The District requires a full-service architect firm to provide planning, design, construction administration, and closeout services for its projects. Such services will require compliance with all legal and regulatory requirements to which public schools are subject now or in the future. Architectural service firms will be required to obtain DSA approval of plans and certification after completion, and other regulatory approvals (e.g., city/county, fire, health, etc.) as required, and assist the District with other required approvals. Architect must work cooperatively and collaboratively with Project teams, including District consultants and other architects. Architect will be required to attend meetings and assist with presentations as needed (e.g. Board, agency, community, design committees, job walks, construction meetings, etc.as required). Architect will provide all needed architectural disciplines, engineers, and consultants (e.g. civil, structural, electrical, mechanical, plumbing, landscape, acoustical, food service, and others) as needed to provide a complete approvable and buildable set of plans, within its fee structure, unless exceptions are specifically agreed to in any contract entered into with the District.

The District reserves the right to make selections on the basis of SoQs received. If interviews are held, the District reserves the right to determine the number of firms that will be requested to appear for an oral interview. PowerPoint-type presentations will not be permitted. Interviews will be discussion-based and will include an opportunity for the firm to present its qualifications and an opportunity for questions by the interviewing panel.

Submission of SoQs by facsimile or email is not acceptable. The Submitter is entirely responsible for the means of delivering the SoQ to the appropriate office on time. Delays due to internal routing of misdirected SoQs or due to verbal directions given by District staff or any other

reason shall be the responsibility of the Submitter. Thus, each SoQ must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Modifications of SoQs submitted by a Submitter after the deadline will not be considered unless specifically requested by the District.

Each SoQ shall be reviewed to verify that the Submitter has met the minimum requirements of the RFQ. Submitters must follow the required format specified in this RFQ in order to facilitate District review.

The District reserves the right to cancel this RFQ at any time without any obligation whatsoever for SoQ preparation, interview, fee negotiation, or other costs associated with this RFQ or any SoQ submitted in response to this RFQ.

The District may reject any or all SoQs and/or may waive any minor deviation in any SoQ. The District's waiver of any minor defect shall in no way modify the RFQ documents or excuse the Submitter from compliance with the other provisions of this RFQ.

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

REQUIRED SUBMITTAL DOCUMENTS:

A. **YOUR RESPONSES to "3. ITEMS FOR INCLUSION IN SOQ"** This section is limited to 25 pages, 8 ½ x 11", **single-sided** (table of contents and tab separators excluded)

B. **REQUIRED ATTACHMENTS:**

1. **RFQ SOQ AND CERTIFICATION FORM**
   Submitter shall return a Request for SoQ and Certification Form, fully executed in accordance with the Instruction to Submitters. SoQs for the Service will be accepted as outlined in this RFQ. Submitter should include the specific costs for each item set forth in the Scope of Services and fees and rates should include all services. The fees shall include the cost of all labor, materials, equipment, supplies and space necessary.

2. **ARCHITECT FEE/REIMBURSABLE SCHEDULE FORM**
   Submitter must list fees and reimbursable rates on this form.

3. **NON-COLLUSION DECLARATION FORM**
   Submitter must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed SoQ.

4. **CONTRACT AND ADDENDA FORM**
   Submitter shall acknowledge receipt of the proposed form of the Agreement for Architect Services and any Addenda received.

C. **OPTIONAL PRESENTATION BROCHURE:**

This can contain descriptions, illustrations, photographs, etc., of school district projects, as an Appendix.

OTHER INFORMATION:

NOTICE AND DISCLOSURE

Notice and disclosure as required by Public Contract Code section 20103.6 is attached.

RELATED DOCUMENTS AND INFORMATION

Documentation associated with this RFQ may be viewed on the District's website/Business Services Page.

REQUEST FOR QUALIFICATIONS/SOQ – ARCHITECTURAL SERVICES

SUBMITTAL AND CERTIFICATION

Board of Trustees
Chula Vista Elementary School District
84 East J Street
Chula Vista, CA 91910
RE: Request for Qualifications – Architectural Services Reference #: 23/24-3

Dear Members of the Board of Trustees:

The undersigned, doing business under the firm name of

_____
, having carefully examined the Request for Qualifications, the Instructions, Specifications, proposes to perform the contract, including all of its component parts, and to furnish all services and taxes called for by them for the entire order, at the rates, costs, and prices as set forth in the attached: **ARCHITECTURAL SERVICES FEE/REIMBURSABLE SCHEDULE**.

I certify that all information contained in this Response is true and correct to the best of my knowledge and that I am authorized to submit this Response on behalf of the firm.

SUBMITTED BY:

_____
COMPANY

_____
ADDRESS CITY/STATE/ZIP

_____
SIGNATURE PLEASE TYPE OR PRINT NAME

_____
TITLE DATE

_____
PHONE

ARCHITECTURAL SERVICES FEE/REIMBURSABLE SCHEDULE

FIRM	

Contract Amount	Modernization Percentage Rate	New Construction Rate
First $500,000		
Next $500,000		
Next $1,000,000		
Next $4,000,000		
Next $4,000,000		
Next $10,000,000		
Amount above $20,000,000		

(Insert percentage rates in each column)

Additional or Hourly Services	
Personnel Category	**Rate**

Reimbursables	
Item or Category	**Markup Rate (if any)**

Alternate Fee Methodologies (if applicable) or other information-attach additional page if needed:

NON-COLLUSION DECLARATION FORM

State of California)
) ss.
County of San Diego)

I,_____, being duly sworn,

declare that I am _____

of_____, the party making the foregoing SoQ, that the SoQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SoQ is genuine and not collusive or sham; that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham SoQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Submitter or anyone else to put in a sham SoQ, or that anyone shall refrain from proposing; that the Submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the SoQ price of the Submitter or any other Submitter, or to fix any overhead, profit, or cost element of the SoQ price, or of that of any other Submitter, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the SoQ are true; and further, that the Submitter has not, directly or indirectly, submitted his or her SoQ price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, SoQ depository, or to any member or agent thereof to effectuate a collusive or sham SoQ.

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

Dated this_____day of_____2022, at_____California.

_____
Signature

[This form must be notarized]

ACKNOWLEDGEMENT OF RECEIPT OF CONTRACT AND ADDENDA

The undersigned acknowledges receipt of the proposed form of Agreement for Architect Services and the following Addenda. The cost, if any, of such Addenda revisions has been included in the rates and prices of your SoQ.

Proposed form of Agreement for Architect Services Dated

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

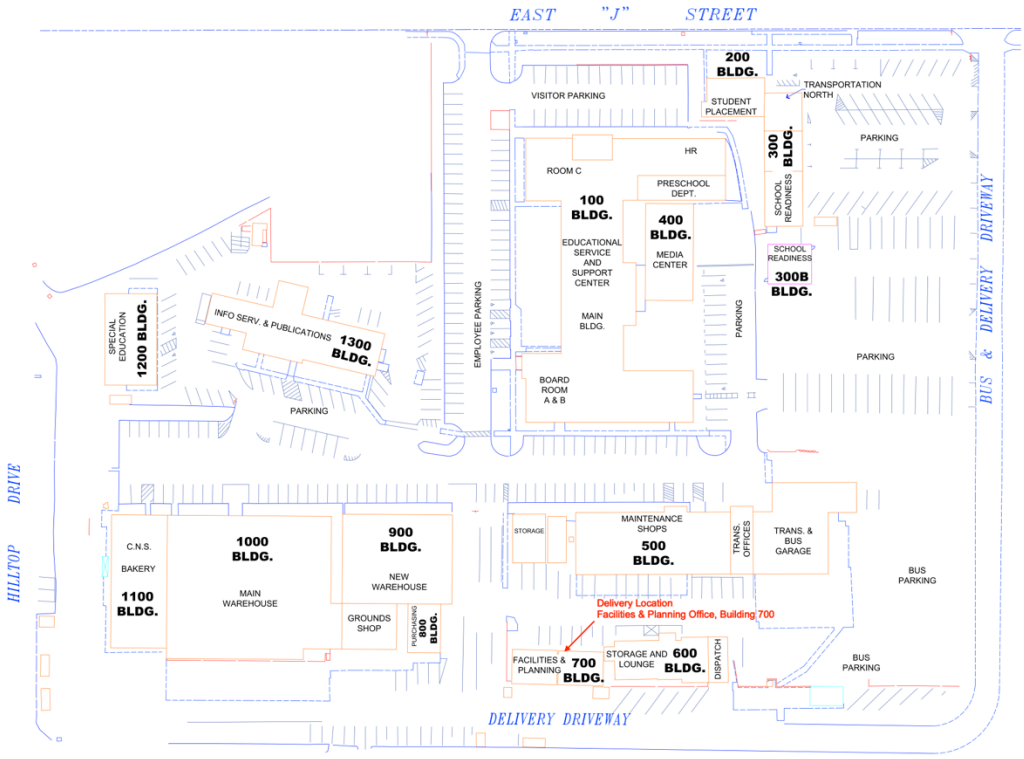
Name of Submitter _____

Name of Authorized Signer:_____

Signature:_____

DELIVERY MAP

CHULA VISTA ELEMENTARY SCHOOL DISTRICT
84 East J Street, Chula Vista, CA 91910



CHULA VISTA ELEMENTARY SCHOOL DISTRICT
84 East J Street, Chula Vista, CA 91910
(619) 425-9600

NOTICE AND DISCLOSURE CONCERNING CONTRACT PROVISIONS
Local Agency Public Construction Act - Public Contract Code 20103.6

(a) (1) any local agency subject to this chapter shall, in the procurement of architectural design services requiring an expenditure in excess of ten thousand dollars ($10,000), include in any request for SoQs for those services or invitations to bid from a prequalified list for a specific project **a disclosure of any contract provision that would require the contracting architect to indemnify and hold harmless the local agency against any and all liability, whether or not caused by the activity of the contracting architect. (2) The disclosure statement shall be prominently set forth in bold type**.
(b) In the event a local agency fails to comply with paragraph (1) of subdivision (a), that local agency shall (1) be precluded from requiring the selected architect to agree to any contract provision requiring the selected architect to indemnify or hold harmless the local agency against any and all liability not caused by the activity of the selected architect, (2) cease discussions with the selected architect and reopen the request for SoQs or invitations to bid from a qualification list, or (3) mutually agree to an indemnity clause acceptable to both parties.
(c) This section shall become operative on July 1, 1998. (Added by Stats. 1997, Ch. 722, Sec. 1.)

The proposed form of Agreement for Architect Services contains the following provision:

Indemnity.

To the fullest extent permitted by law, Architect shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Architect, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Architect, the District, its officials, officers, employees, agents, or volunteers.

To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Architect's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but shall not otherwise be reduced. If Architect's obligations to defend, indemnify, and/or hold harmless arise out of Architect's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Architect obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Architect's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Architect's proportionate percentage of fault.

EXHIBIT "C"

EXHIBIT 1 – REQUEST FOR QUALIFICATION (SoQ)
ARCHITECTURAL SERVICES

PROPOSED FORM ARCHITECT MASTER AGREEMENT

EXHIBIT "C"

Exhibit 1 - Architectural Master Agreement

AGREEMENT FOR ARCHITECTURAL SERVICES

By and Between

The Chula Vista Elementary School District

And

Name of Architect

For

Name of Project

Dated and Effective: mm/dd/yyyy

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made effective as of mm dd, yyyy ("Effective Date") by and between the Chula Vista Elementary School District ("District"), a public school district existing and operating pursuant to California law, and Name of Architects ("Architect"), a California corporation designated as entity ########## by the California Secretary of State. The District and the Architect may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

PART 1: INTENT

Section 1.1 District Goals. The District presently intends to undertake and complete, as applicable, the planning, design, construction and closeout of the school-facilities construction project(s) described in Exhibit "A" attached hereto ("Project"). The District desires to obtain, subject to the provisions of this Agreement, professional design and related services necessary to accomplish a reasonable balance, as determined by the District in consultation with the Architect, of those of the following goals as are applicable to the Project: (i) high quality construction and high levels of functionality and serviceability throughout the life-cycle of the Project; (ii) energy conservation and other "green" objectives; (iii) to the extent economically and otherwise feasible, design for use of renewable and/or alternative energy sources, including, without limitation, space for future addition of solar or other energy-generation facilities; (iv) economy of costs resulting in a total construction cost and a total Project cost not in excess of those specified in Exhibit A hereto; and (v) completion of construction and commencement of operations in and at the Project on or before the dates specified in Exhibit A hereto.

Section 1.2 Construction and Project Budgets. The Parties hereby acknowledge that the District has limited sources and amounts of funds available to pay for planning, design, construction, and equipping of the Project. The Parties further acknowledge that neither Party has control over the costs of labor, materials or equipment, or any contractors' methods of determining bid or proposal amounts. However, as noted in Section 1.1, the District intends that the total construction cost and total Project cost not exceed the applicable amounts specified in Exhibit A hereto. Therefore, the Parties shall reasonably cooperate in determining and, as necessary, adjusting the scope of the Project and/or the materials, equipment and other elements of the construction, as required pursuant to this Agreement, in order to ensure that the total construction cost and total Project cost do not exceed such specified amounts. Notwithstanding anything to the contrary, the District may increase the permissible total construction cost and/or total Project cost, including, without limitation, because additional sources and/or amounts of funds have been made available for such purposes, because the District desires enhancement of the Project, or because the District desires to change the construction after such work has commenced. Likewise, subject to the other provisions of this Agreement, the District may decrease the permissible total construction cost and/or total Project cost, including, without limitation, to effect a reduction in the scope of the Project from what was anticipated as of the Effective Date.

Section 1.3 Architect to Design Within Approved Construction Budget. The Architect shall have an ongoing obligation to design the Project so that it may be fully and completely constructed for a total cost not to exceed the approved construction budget for the Project, as it may be duly modified from time to time. Such ongoing obligation shall include consideration by the Architect of one or more contingencies in amounts that are appropriate for the level of detail to which the plans and specifications for the Project then have been completed. As estimates of the cost to construct the Project are developed, the Architect shall review such estimates and comment in writing to the District on whether the Project reasonably can be constructed for a cost that is within the then-applicable

approved construction budget. If at any time it is reasonably anticipated that the cost to construct the Project will exceed the then-applicable approved construction budget, the Architect must, without additional cost to the District, modify the design of the Project in a manner reasonably acceptable to the District that maintains the character and function of the planned improvements, but reduces the estimated total cost to construct the Project to within such approved construction budget. In each such case, the Architect must present proposed modifications to the design of the Project to the District for approval.

Section 1.4 Architect to Minimize Construction Costs. The Architect, during the design phases of the Project, must: (i) make reasonable and ongoing efforts to minimize the total cost to construct the Project; and (ii) reasonably cooperate with the District and the contractor that is to construct the Project with respect to their efforts to minimize the total cost to construct the Project. For purposes of the foregoing, "the design phases of the Project" shall include, but are not limited to, submission of construction documents to the California Department of General Services, Division of State Architect ("DSA") and DSA back-check comment implementation, change orders, requests for information, Project-meeting-related recommendations by the Architect, and Project-meeting-related requests by the District as to design issues, whether any of those activities occur before or after DSA approval of the plans and specifications for the Project. The foregoing obligation shall apply whenever design elements of the Project require the Architect's design efforts and regardless of whether DSA approval may be required. The Architect must not implement or seek DSA or other required approval of any design alternative that will cost more than another reasonably possible alternative unless the Architect first obtains the District's written approval. If the Architect believes that a more expensive alternative is in the District's best interests, the Architect must confer with and obtain the written approval of the District prior to taking the action that will result in such increased cost. Not as a limitation on the requirements of this Section, when particular levels of functionality, aesthetics and/or other parameters for the Project, as approved by the District, can be achieved using a design that will cost less to construct than alternative designs, while still satisfying all applicable codes and other governmental requirements, the Architect must incorporate the lower-cost design into the plans and specifications for the Project unless directed otherwise by the District. In connection with the foregoing, the Architect must present for District consideration all reasonable cost-savings alternatives relating to aesthetic, functional, or other non-technical matters. In each such case, the Architect must provide the District with information reasonably sufficient to permit the District to decide between the suggested alternatives, and the District shall have a reasonable amount of time thereafter to provide written direction to the Architect as to the District's preferred alternative.

PART 2: SCOPE OF ARCHITECTURAL SERVICES

Section 2.1 Required Services. Subject to Architect compliance with Sections 7.5 and 7.6, but otherwise commencing as of the Effective Date, the Architect shall provide any and all planning, design, coordination, management and other services in connection with the Project as are described in Exhibit "B" attached hereto, to the extent applicable, and elsewhere in this Agreement ("Architectural Services"), all in accordance with all terms and conditions of this Agreement. The District, in its sole discretion, may eliminate or modify some or all of the scope of the Architectural Services described in Exhibit B hereto. The District shall compensate the Architect for providing the Architectural Services as provided in Part 5.

Section 2.2 Time for Completion. As described in more detail in Section 11.1, time is of the essence with respect to the subject matter of this Agreement. The Architect acknowledges that the District will incur substantial damages if the Architectural Services are not timely completed in

accordance with this Agreement and, as a result, the District is not able to commence operations of the Project as planned. The Architect shall endeavor with good-faith reasonable efforts to cause the Architectural Services to be commenced and completed within such times as will permit the District to meet the construction commencement and completion dates for the Project as are set forth in Exhibit A hereto. The Architect shall diligently apply its skills, knowledge, experience, consultants, personnel and other resources to assist the District in achieving full completion of the construction of the Project by the completion date and within the budgets established for the Project. The District may provide written notice to the Architect at any time the District determines that the Architect is not meeting, or reasonably may or will not meet, the milestone dates established in Exhibit A hereto. Immediately upon receipt of any such notice, and to the extent specified in such notice, the Architect shall, by whatever means it deems appropriate, accelerate its work as reasonably sufficient to, as applicable, make up for lost time and/or ensure that all subsequent Architectural Services are completed in accordance with the milestone dates set forth in Exhibit A hereto. Such means of accelerating the Architect's work may include, but are not limited to, assigning additional personnel to the Project or employing additional personnel and/or Architect Consultants (defined in Section 3.7) for purposes of the Project. The District shall be responsible for the costs of accelerating the Architect's work in accordance with this Section to the extent the District fails to timely perform its obligations pursuant to this Agreement and such failure results in an associated delay in the performance of the Architectural Services; but otherwise, and subject to the Architect being entitled to extensions of time pursuant to Section 11.2, the Architect shall be responsible for all costs of accelerating its work as required by this Section.

Section 2.3 Scope of Project. The District, in its sole discretion, may modify the scope of the Project or any portion thereof, in which event, if necessary, compensation payable to the Architect pursuant to this Agreement shall be adjusted as provided in Sections 2.9 and 5.4. Except as provided below in this Section, the compensation payable to the Architect shall not be increased absent any increase or expansion in scope of the Project or any Additional Architectural Services (defined in Section 2.8) being authorized in accordance with this Agreement. For purposes of this Agreement, "increase or expansion in scope of the Project" shall mean that the Architect is required to provide Architectural Services beyond those necessary for the Project as it is expressly and/or implicitly contemplated by the Parties as of the Effective Date. To the extent the District requires a reduction in scope of the Project to accomplish any purpose other than adjustment of the scope to ensure that the total construction cost and total Project cost do not exceed the maximum amounts permitted by this Agreement, then, to the extent of the design work already completed by the Architect and approved by the District, the Architect will be entitled to compensation for the work necessary to reduce the scope of the Project as provided in Sections 2.9 and 5.4, regardless of whether, in the case of the Basic Architect Fee (defined in Section 5.1) being a percentage of construction cost, the reduction in scope may result in an overall decrease in total compensation payable to the Architect pursuant to this Agreement.

Section 2.4 Business Administration. The services and work to be provided by the Architect pursuant to this Agreement shall be deemed and construed to include, and the amounts payable to the Architect pursuant to this Agreement shall be deemed and construed to include adequate compensation for, any and all business administration and management services necessary for the Architect to conduct its business and perform its obligations pursuant to this Agreement, regardless of whether expressly described in this Agreement. The Architect shall in no event be entitled to additional compensation for any such business administration and management services.

Section 2.5 Consistency with Construction Delivery Method. Exhibit A hereto sets forth the District's determination regarding whether the Project shall be constructed on the basis of: (i) multiple-prime contracts, which involves separate contracts for the various trades necessary for construction of

the Project; (ii) a single prime contract for construction of the Project awarded to a general contractor; (iii) interrelated contracts for lease-leaseback construction of the Project in accordance with Education Code Section 17406; or (iv) some other construction delivery method as permitted by law. To the extent required by law or otherwise as the District determines in its sole discretion, the District shall award construction contracts after competitive bidding and/or other competitive process(es). The Architect shall ensure that the plans, technical specifications and other documentation prepared pursuant to this Agreement are consistent with the District's "front-end" construction documents, the construction delivery method specified for the Project, and the competitive bidding and/or competitive processes, if any, required by law or otherwise made applicable to the Project. The Architect shall as necessary implement and adhere to all policies, procedures and timelines set forth in the District's front-end construction documents, including, without limitation, all procedures for review and approval of payment applications.

Section 2.6 Assistance in Selecting Consultants. Upon request of the District, the Architect shall assist the District with selection of a DSA-approved construction inspector for the Project ("Project Inspector"), including, without limitation, any processing of documentation with the DSA as necessary in connection with approval of the Project Inspector. Also upon request of the District, the Architect shall: (i) provide suggestions as to the required or advisable qualifications of individuals or companies that will provide other necessary or convenient testing, inspection, or geotechnical or other services in connection with the Project (each an "Additional Consultant"); (ii) identify any individuals or companies that the Architect recommends be considered by the District as potential Additional Consultants; and (iii) review and provide comments to the District regarding the qualifications and proposed compensation of any potential Additional Consultants being considered by the District. The foregoing shall not be deemed or construed to require that the Architect participate in any interviews of potential Additional Consultants or that the Architect assume any responsibility or liability for the performance of any Additional Consultant employed by the District.

Section 2.7 Coordination with District Consultants. The District, in its sole discretion, may at any time employ consultants in connection with the Project other than the Architect. To facilitate achieving the District's goals for the Project as those may be refined, revised or modified from time to time, the Architect shall at all times reasonably cooperate, coordinate and consult with the District and the District's consultants in regard to the Architect's activities in connection with its performance of this Agreement.

Section 2.8 Additional Architectural Services. The District may at any time request that the Architect provide Architectural Services related to the Project that are in addition to services previously required pursuant to this Agreement ("Additional Architectural Services"). When authorized, Additional Architectural Services shall for all purposes of this Agreement be construed and administered in the same manner as other Architectural Services required pursuant to this Agreement. As used herein, Additional Architectural Services shall mean any service or work by the Architect that the District determines is desirable or convenient, or necessary in relation to or in addition to the Project, but which was not previously within the anticipated scope of the Architectural Services. Additional Architectural Services may include, but are not limited to, the services specified in Exhibit "C" attached hereto. The District shall authorize and pay for Additional Architectural Services as provided in Sections 2.9 and 5.4.

Section 2.9 Scope Change Amendments.

(a) Any and all changes in the Architectural Services to be provided pursuant to this Agreement, including, without limitation, any Additional Architectural Services, must be documented in a written amendment to this Agreement (each a "Scope Change Amendment"), and must be duly approved by the Board of Education of the District ("District Board"). No Scope Change Amendment shall be deemed or construed to be valid or effective for any purpose prior to approval by the District Board. Each Party must reasonably cooperate with the other Party with respect to determining mutually agreeable terms for proposed Scope Change Amendments. In the event the Parties are unable to agree on the terms for any Scope Change Amendment, the Parties shall resolve the dispute as provided in Section 10.8.

(b) A Scope Change Amendment shall be compensated as Additional Architectural Services if the change: (i) is an alteration in scope of the Project requested by the District for any reason other than to ensure that the total construction cost and total Project cost do not exceed the maximum amounts permitted by this Agreement; (ii) is necessary solely as a result of a change, after the Effective Date, in any federal, State of California ("State") or local law, rule, ordinance, regulation or other requirement of any governmental entity with competent jurisdiction (each a "Legal Requirement") applicable to the performance of the Architectural Services pursuant to this Agreement that the Architect reasonably could not have anticipated; (iii) is necessary as a result of any "field" change mandated by a governmental agency with jurisdiction over the Project after approval of the plans and specifications, and the field change is not attributable to any error, omission or other defect in the plans and specifications; or (iv) results from unknown, unforeseeable or hidden conditions, or from actual conditions inconsistent with drawings or descriptions of existing conditions available to the Architect.

(c) The Architect, at no cost to the District, shall prepare, process and implement any and all Scope Change Amendments necessary as a result of any error, omission or other defect in the plans, specifications or other Architectural Services, including, without limitation, those that arise from the negligence, recklessness or willful misconduct of the Architect or any Architect Consultant (defined in Section 3.7). The Architect must complete all of the foregoing actions, as well as all Architectural Services required pursuant to any such Scope Change Amendment, within such time as will avoid any delay or additional delay in the Project. Notwithstanding any other provision of this Agreement, in the event of any such error, omission or other defect, the Architect shall be responsible for the difference between (1) the cost to construct and/or reconstruct the affected work in accordance with the corrected or modified plans and specifications prepared pursuant to the applicable Scope Change Amendment and (2) the cost to construct the affected work had it been correctly shown and/or specified in the plans and specifications as initially prepared and approved. The District shall reasonably determine the costs payable by the Architect in accordance with the foregoing based on contractor estimates, invoices and other relevant information, although the Architect may to the extent reasonable participate in the District's discussions with applicable contractor(s) with the goal of minimizing such costs. In such cases, as between the Architect and the District, the Architect also shall be responsible for any delay damages resulting from any such error, omission or defect, including, but not limited to, delay damages payable to any third party. The Architect must pay or reimburse the District for such costs and damages: (i) within thirty days after the Architect receives an applicable invoice from the District; or (ii) if the Architect disputes the obligation to pay some or all of the invoiced amount, within thirty days after dispute resolution pursuant to Section 10.8 resulting in a determination that the Architect is liable for such costs and damages, in which case the amount due to the District shall bear interest at the maximum legal rate, accruing from the date of the District's invoice.

PART 3: TERMS AND CONDITIONS FOR ARCHITECT'S SERVICES

Section 3.1 Architect Qualifications. The Architect hereby represents and warrants that it has and shall apply all personnel, professional qualifications, skills, knowledge, experience and financial and other resources as are necessary to timely, competently and satisfactorily perform the Architectural Services required pursuant to this Agreement. The Architect further represents and warrants that it has all licenses, certifications, permits and other approvals of whatever nature as are legally required to perform the Architectural Services required pursuant to this Agreement, and that it shall maintain the same in effect at all times when performing the Architectural Services. The Architect shall at all times perform the Architectural Services required pursuant to this Agreement consistent with the standards of care generally recognized as being employed in similar situations by architects specially qualified and experienced in the planning, design, funding, construction, modernization, rehabilitation, and reconstruction of school facilities in the State. The Architect shall perform the Architectural Services required pursuant to this Agreement as expeditiously as is consistent with required levels of professional skill and care and the orderly progress of the Project.

Section 3.2 Independent Contractor. The Architect is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of the District. Any limited agent or limited representative status conferred on the Architect pursuant to this Agreement shall be deemed and construed to extend only so far as is reasonably necessary for the Architect to perform its duties and responsibilities pursuant to this Agreement. As between the Architect and the District, the personnel (including, without limitation, employees of any Architect Consultant (defined in Section 3.7) performing any of the Architectural Services on behalf of the Architect shall at all times be subject to the exclusive direction and control of the Architect. The Architect shall pay or otherwise be responsible for all wages, salaries, and other amounts due to such personnel. The Architect shall be responsible for all reporting and other obligations with respect to such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

Section 3.3 Manner of Performing Architectural Services.

(a) Except as expressly set forth in this Agreement or agreed by the Parties in writing after the Effective Date, the Architect shall have the sole discretion to determine the manner in which it will perform the Architectural Services.

(b) The Architect shall furnish at its sole cost and expense all technical and professional services, including, but not limited to, labor, material, equipment, transportation, supervision and expertise, necessary to perform the Architectural Services required pursuant to this Agreement.

(c) The Architect also shall comply with all District rules, policies or other requirements applicable to presence on District property, including, but not limited to, policies regarding use of drugs, alcohol, and tobacco, and, in any situation where pupils are or may be present, the District's policy and/or directions with respect to criminal-history background checks.

(d) The Architect shall become and remain familiar with, shall comply with, and shall be responsible for any failure to comply with, any and all Legal Requirements applicable to the performance of the Architectural Services pursuant to this Agreement. The Architect also shall be responsible for ensuring that each Architect Consultant becomes and remains familiar with, complies with, and is responsible for any failure by it to comply with, any and all Legal Requirements applicable to

or that relate to the portion of the Architectural Services performed by such Architect Consultant.

(e) The Architect, at its cost and without additional compensation from the District, shall be responsible for the payment of prevailing wages to the employees of the Architect or any Architect Consultant in accordance with the requirements of Labor Code Section 1770 *et seq.*, if all or any portion of the Architectural Services are determined to be a "public work" as that term is defined in the Labor Code.

Section 3.4 Responsibility for Architectural Services. The Architect shall in all circumstances be solely responsible and liable, consistent with the provisions of this Agreement, for the professional quality, technical accuracy and the coordination of the Architectural Services and the products thereof, including, without limitation, the plans, specifications and other documents intended to facilitate planning and construction of the Project. The Architect, without additional compensation, shall correct any and all errors and omissions in the Architectural Services and the products thereof within such time as necessary to prevent any delay in the Architectural Services and/or construction of the Project. Without limiting the foregoing, the Architect, upon request of the District and without additional compensation, shall correct any such errors and omissions, regardless of whether construction of the Project has been completed and regardless of whether the Architect has received final payment pursuant to this Agreement. The District's acceptance of any work or services performed by or on behalf of the Architect shall not be deemed or construed to constitute a waiver by the District or to relieve the Architect of its responsibility and liability for any errors and omissions in such work or services. If, at any time prior to one year after final payment to the Architect pursuant to this Agreement, the Architect becomes aware of any error, omission or other defect in the Architectural Services and/or the products thereof, the Architect shall immediately provide written notice thereof to the District, and any failure by the Architect to provide such notice shall be deemed a material breach of the Architect's obligations pursuant to this Agreement.

Section 3.5 Equal Opportunity Employer. The Architect represents and warrants that it is an equal opportunity employer and that it shall not discriminate against any employee or any applicant for employment in violation of any applicable Legal Requirement, including, without limitation, discrimination on the basis of characteristics or attributes such as race, religion, color, national origin, ancestry, sex, or age. The Architect shall not unlawfully discriminate with respect to any of its activities as an employer, including, but not be limited to, initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, and termination of employment.

Section 3.6 Designated Architect Representatives.

(a) The Architect's representative(s) for all purposes of this Agreement (each a "Designated Architect Representative") are designated in Exhibit "D" attached hereto. The Architect may at no time designate more than two Designated Architect Representatives for purposes of communications with the District and its consultants, decision-making on behalf of the Architect, and other administration of this Agreement.

(b) Each Designated Architect Representative must be duly authorized by the Architect to make decisions on behalf of the Architect and to bind the Architect thereto. Should any Designated Architect Representative have only limited authority, e.g., within a specific scope of services or for a limited portion of the Architectural Services, the limitation(s) on such person's authority must be specified in Exhibit D hereto. At least one Designated Architect Representative must be fully authorized to make any and all decisions necessary in connection with this Agreement and the Project.

(c) The Architect may change any Designated Architect Representative(s) only for good cause (e.g., termination of employment, maternity leave, disability, *et cetera*) and only upon written approval by the District of the replacement Designated Architect Representative(s). The Architect shall specify in reasonably-detailed writing any limitation(s) on the authority of any of its replacement Designated Architect Representative(s).

(d) The District may require that the Architect replace any Designated Architect Representative designated in Exhibit D hereto or otherwise providing Architectural Services pursuant to this Agreement, if the District determines that the performance of such person is unsatisfactory. Immediately upon receipt of written notice from the District requiring removal of a Designated Architect Representative, the Architect must remove such person from the Project, and, within seven days after receipt of such notice, the Architect must submit to the District for approval the resume, including at a minimum, the name, education, work experience, qualifications and, if applicable, professional license or registration type and number, of a proposed replacement Designated Architect Representative. The District shall promptly either approve or disapprove the proposed replacement Designated Architect Representative, but the District shall not unreasonably withhold or deny approval of any such replacement, and any disapproval must be in writing and set forth the District's reasons for disapproval.

Section 3.7 Architect Consultants.

(a) The Architect, at its expense, shall contract with any and all such engineering firms and other consultants as required for the Architect to perform its obligations pursuant to this Agreement (each an "Architect Consultant"), including, but not limited to, landscape architects, food-service consultants, mechanical engineers, electrical engineers, structural engineers, civil engineers, and others as necessary. Each Architect Consultant must be licensed to practice its profession in the State and must be sufficiently experienced and qualified to perform the services it is to perform in connection with this Agreement.

(b) The Architect Consultants that the Architect anticipates will be required for purposes of this Agreement have, prior to the Effective Date, been approved by the District and are listed in Exhibit "E" attached hereto. The Architect must obtain written approval from the District prior to changing any such Architect Consultant and/or contracting with any other Architect Consultant to perform any of the work or services required pursuant to this Agreement. The Architect shall describe in writing to the District the scope and extent of the work or services to be provided by each such substitute or additional Architect Consultant and the names and contact information of each of its project managers and key or lead personnel for purposes of the Project. The District, promptly and in its reasonable discretion, may approve or disapprove of any substitute or additional Architect Consultant; provided that any disapproval of any such Architect Consultant must be in writing and set forth the District's reasons for disapproval.

(c) Architect Consultants may provide assistance during any phase of the Project planning, design and/or construction, including, without limitation, review of schedules, shop drawings, samples, submittals, and requests for information. Architect Consultants also may, to the extent consistent with Title 24, Part 1, Sections 4-316(b) and 4-333(a) of the California Code of Regulations and other applicable requirements, conduct periodic reviews of the construction to determine conformance with Project design and specifications and may participate in the final reviews and development of any "punch list" items.

(d) Unless the District requests direct communication from an Architect Consultant, all communications to the District from any Architect Consultant must be directed through the Architect.

The District may, but shall not be required to, initiate direct communications with any Architect Consultant, and the District shall copy the Architect on any written communications sent to any Architect Consultant. In no event shall any such direct communication that would result in any change in the Architectural Services be deemed or construed to constitute orders, direction, or instructions from the District to any Architect Consultant, and no changes in the Architectural Services based on any such direct communication may be implemented unless and until the Parties so agree.

(e) Notwithstanding performance of any of the Architectural Services by any Architect Consultant(s), the Architect shall remain fully and solely liable for performance of all of the Architectural Services required pursuant to this Agreement. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any Architect Consultant.

(f) The Architect must pay all amounts due and owing to its Architect Consultants on account of Architectural Services they provide pursuant to this Agreement, as and when due, and in accordance with applicable contracts and law, including, without limitation, Civil Code Section 3321.

(g) The District may require that the Architect replace any Architect Consultant, or employee or other representative thereof, if the District determines that the performance of such Architect Consultant or person is unsatisfactory. Immediately upon receipt of written notice from the District, the Architect must remove such Architect Consultant or person from the Project, and, within seven days after receipt of such notice, the Architect must submit to the District for approval the resume or other information, including, as applicable, the name, education, work experience, qualifications and, if applicable, professional license or registration type and number, of a proposed replacement for the Architect Consultant or person. The District shall promptly either approve or disapprove the proposed replacement for the Architect Consultant or person, but the District shall not unreasonably withhold or deny approval of any such replacement, and any disapproval must be in writing and set forth the District's reasons for disapproval.

Section 3.8 No Assignment or Subcontracting. All Architectural Services to be furnished pursuant to this Agreement shall be deemed and construed to be professional services. Therefore, except as provided in Section 3.7, the Architect shall have no right or power to assign, sublet, transfer or otherwise substitute its interest in, or its rights or obligations pursuant to, this Agreement without the prior written consent of the District given in its sole discretion. Except as provided in Section 3.7, the Architect shall perform the Architectural Services required pursuant to this Agreement with resources available within its own organization, and no portion of such Architectural Services shall be performed by any subcontractor to the Architect without the prior written consent of the District given in its sole discretion.

Section 3.9 Accounting Records and Other Materials. The Architect and each Architect Consultant shall prepare and maintain, in accordance with generally-accepted accounting principles, all files, accounts and other records, including, without limitation, all financial records, relating to their performance pursuant to this Agreement, as necessary, appropriate, or otherwise required by law ("Architect Records"). Pursuant to Government Code Section 8546.7, the State Auditor has the right, for a period of three years following final payment, to review, audit and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of $10,000. The District and other governmental entities with competent jurisdiction also shall hereby have an independent right pursuant to this Agreement, for a period of four years following final payment, to review, audit and/or copy the Architect Records. The Architect must make the Architect Records available for inspection by the District, the State, and any other governmental entity with competent

jurisdiction, at all reasonable times during the four-year period following final payment to the Architect pursuant to this Agreement; provided that, if the District or any other governmental entity commences, but does not complete, an audit within such four-year period, the Architect must maintain the Architect Records until such time as the audit has been completed. The Architect shall include in each contract with the Architect Consultants provisions to effect the requirements of this Section, and any failure by the Architect to do so shall be deemed and construed as a material breach by the Architect of its obligations pursuant to this Agreement.

Section 3.10 Copies of Materials. The District shall have the right, at any reasonable time and after reasonable notice, to obtain for its records copies of all drawings, specifications, accounting and other records, schedules, and other materials that may be prepared by the Architect or any Architect Consultant pursuant to this Agreement, including, without limitation, additional copies of materials previously provided to the District. Except as otherwise provided in this Agreement, the District shall pay the cost of copying materials that it requests, not to exceed the reasonable direct costs of copying such materials.

PART 4: DISTRICT RESPONSIBILITIES

Section 4.1 Designated District Representatives. The District's representatives as of the Effective Date for purposes of administering this Agreement are designated in Exhibit D hereto (each a "Designated District Representative"). The District's Superintendent or Deputy Superintendent may at any time and for any reason designate in writing to the Architect a replacement for any Designated District Representative. Should any Designated District Representative have only limited authority, e.g., within a specific area of responsibility or for a limited portion of the administration required for this Agreement, the limitations on such person's authority are specified in Exhibit D hereto. For any and all purposes of this Agreement, and except as may be provided herein, the Architect shall not accept or rely on any consent, instruction or direction from any person not designated in Exhibit D hereto or not having the requisite authority to provide such consent, instruction or direction. In no event shall any such unauthorized consent, instruction or direction be deemed or construed to bind the District or make it responsible or liable for any act or forbearance by the Architect in response thereto. Nothing in this Section shall be deemed or construed to eliminate any requirement for approval, instruction or direction by the District Board if required by Legal Requirement, contract, or as determined necessary or convenient by the District. The District, at any time and with respect to any matter relating to this Agreement, may determine that District Board approval, instruction or direction is necessary or convenient. In addition, nothing in this Section shall be deemed or construed to limit the Architect's obligations to coordinate, cooperate and consult with District staff and consultants as required, necessary or convenient in connection with the performance of the Architectural Services.

Section 4.2 Project Information. The procedures and requirements set forth in Exhibit B hereto are intended to facilitate dissemination from the District to the Architect of information regarding the Project and the site for construction of the Project ("Project Site") as is necessary or convenient for purposes of the performance of the Architectural Services. To the extent the Architect may from time to time require additional information or clarification of information previously provided, then, upon request from the Architect, the District shall provide such information or clarification of information regarding the Project or the Project Site as the District may possess or reasonably obtain. The District shall respond within a reasonable time to the Architect's requests for any such information or clarification of information.

Section 4.3 District Approvals. The District shall review within a reasonable time any Project submittals that are provided by the Architect and that require District approval. Subject to the Architect providing each such submittal a reasonable time in advance of when a decision is required, and subject to the Architect making the District aware of any applicable time constraints, the District shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architectural Services and the Project.

Section 4.4 Inspections and Testing. The District, at its expense and if and as required, shall retain a Project Inspector for the Project. Except as otherwise provided in any construction contract or other agreement related to the Project, the District shall arrange and pay for any structural, mechanical, chemical and other laboratory tests, inspections, and reports for the Project (including, without limitation, review and identification of potential asbestos-containing materials) that are required by any applicable Legal Requirement, required to obtain any necessary permit or approval, or required by the plans and/or specifications for the Project. Upon request of the Architect, the District also shall arrange and pay for the services of a hydrologist, certified abatement consultant, or other consultants not typically provided by architects when such services are reasonably necessary for Architect to perform the Architectural Services. The Architect shall timely inform the District regarding the need for any such tests, inspections, reports, and/or services.

Section 4.5 Hazardous Materials.

(a) In the event either Party becomes aware of the presence of, discharge of, or exposure of any person to, any Hazardous Materials (defined in Subsection (c) of this Section) at or in the immediate vicinity of the Project Site, or of the substantial likelihood or risk of any such presence, discharge or exposure, such Party shall immediately notify the other Party in writing. Notwithstanding the foregoing, if any person has been exposed to any Hazardous Materials, or if any Hazardous Materials may pose a significant danger to any person or property, the Party that discovers or learns of such situation must make immediate attempts to inform the other Party via telephone, followed by the written notice required by this Section.

(b) To the extent the Architect deems necessary or advisable, the Architect shall recommend that the District retain a qualified consultant to evaluate whether asbestos and/or asbestos-containing materials (herein, "Asbestos Containing Materials") are present at the Project Site. If a consultant recommends a procedure to deal with any Asbestos Containing Materials that are present at the Project Site, the District shall require that the consultant draft specifications for the removal or other remediation of the Asbestos Containing Materials, and subsequently may require certification that the Asbestos Containing Materials have been properly removed or otherwise remediated. The Architect shall include the consultant's recommendations and specifications in the appropriate design documents for the Project and shall, at no extra cost to the District, ensure that the plans, specifications and other documents prepared by the Architect pursuant to this Agreement are consistent with the consultant's recommendations and specifications. Nothing in the foregoing shall be deemed or construed to relieve the Architect of any responsibility for its design of the Project, and the Architect must provide written notice to the District if the Architect reasonably determines that consistency of its design with the consultant's recommendations and specifications would result in violation of any applicable Legal Requirement, or would otherwise render the Architect's design of the Project inappropriate.

(c) "Hazardous Materials," for purposes of this Section, means any hazardous or toxic substance, material, or waste that is or becomes subject to regulation as such by any agency, municipality or political subdivision of the State or the United States, including, but not limited to, any material or substance that is any of the following:

(i) a hazardous substance, as defined in Section 25316 or subdivision (p) of Section 25501 of the Health and Safety Code;

(ii) a hazardous material, as defined in subdivision (o) of Section 25501 of the Health and Safety Code;

(iii) a regulated substance, as defined in subdivision (g) of Section 25532 of the Health and Safety Code;

(iv) a hazardous waste, as defined in Section 25117 of the Health and Safety Code;

(v) an extremely hazardous waste, as defined in Section 25115 of the Health and Safety Code;

(vi) petroleum;

(vii) asbestos;

(viii) designated as a hazardous substance for purposes of Section 311 of the federal Water Pollution Control Act, as amended (33 U.S.C. Sec. 1321);

(ix) a hazardous waste, as defined by subsection (5) of Section 1004 of the federal Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sec. 6903);

(x) a hazardous substance, as defined by subsection (14) of Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601); or

(xi) a regulated substance, as defined in Section 9001 of the federal Solid Waste Disposal Act, as amended (42 U.S.C. Sec. 6991).

Section 4.6 Site Surveys. If reasonably determined necessary by the Architect, the District shall procure at its expense a certified survey of the Project Site, including: (i) grades and lines of streets, alleys, pavements, adjoining properties and structures; (ii) adjacent drainage; (iii) rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of (or affecting) the Project Site; (iv) locations, dimensions and floor elevations of existing buildings, other improvements and trees; and (v) available public and private utility services and lines (whether above or below grade), including associated inverts and depths. All information on the survey customarily referenced to a benchmark shall be referenced to an available permanent benchmark that is closest to or on the Project Site.

Section 4.7 Payment of Design-Related Fees. The Architect must provide written notice to the District of each fee required to be paid to any reviewing, permitting, and/or licensing agencies in connection with the design or approval of the Project, including: (i) the agency to which such fee must be paid; (ii) the purpose of such fee; (iii) the amount of such fee; and (iv) the date by which such fee is due. The Architect must provide each such notice a sufficient time in advance of the due date to permit the District to request issuance of a warrant for the fee amount, which may require up to two weeks in some cases. The District shall have no responsibility or liability for business or professional licensing or any other fees required for Architect to conduct its business.

Section 4.8 Professional Services. The District shall at its expense procure such legal, accounting, insurance and other professional services as may be required or convenient for the District to perform its duties pursuant to this Agreement. Such professional services may include, without limitation, auditing services as required to verify applications for payment for work on the Project or to confirm fees and expenses paid by the Architect on behalf of the District. Upon consent of the District in each such instance, the Architect or any Architect Consultant may contact the District's legal counsel directly if reasonably required in connection with the performance of the Architectural Services, but such legal counsel shall at all times be deemed and construed to represent the District, not the Architect or any Architect Consultant, and in no event shall any discussion with such legal counsel be deemed or construed to constitute legal advice to or for the Architect or any Architect Consultant.

Section 4.9 Notice of Defects and Claims. The District shall notify the Architect within a reasonable time after receipt or becoming aware of any fault or defect in the Architectural Services or the Project, or of any claim, action or other proceeding arising therefrom.

PART 5: COMPENSATION FOR ARCHITECTURAL SERVICES

Section 5.1 Basic Architect Fee and Reimbursable Expenses. In exchange for the Architect providing the Architectural Services required pursuant to and in accordance with this Agreement, the District, in accordance with this Part, shall pay to the Architect such compensation as determined in accordance with Paragraph A of Exhibit "F" attached hereto (the "Basic Architect Fee"). The Basic Architect Fee shall be deemed and construed to include compensation to the Architect for any and all out-of-pocket expenses incurred by the Architect in connection with the performance of the Architectural Services, including, but not limited to, costs of items to be delivered to District in accordance with this Agreement, costs of printing and reproduction necessary for the Architect's in-house design-related activities, shipping expenses, travel expenses, meal expenses, telephone expenses, and similar costs and expenses. Notwithstanding the foregoing, the District shall also reimburse the Architect in accordance with Section 5.3 for authorized Reimbursable Expenses incurred by the Architect.

Section 5.2 Payment of Basic Architect Fee.

(a) Exhibit F hereto may provide that the Basic Architect Fee is to be paid, on a monthly basis pursuant to Section 5.5, in accordance with payment benchmarks or a payment schedule. In such event, the District shall make monthly payments to the Architect, in accordance with such benchmarks or schedule and the other provisions of this Agreement, of the portions of the Basic Architect Fee earned by the Architect.

(b) If Exhibit F hereto does not specify any payment benchmarks or schedule, the Architect may invoice to the District for any particular month an amount determined on an hourly-basis for actual work completed in such month; provided that at no time shall the District be required to pay the Architect to the extent the total of any and all payments to the Architect pursuant to this Agreement relative to the total lump-sum Basic Architect Fee would be proportionately larger than the portion of the Architectural Services completed as of the invoice date relative to all Architectural Services required pursuant to this Agreement.

Section 5.3 Reimbursable Expenses. For purposes of this Agreement, "Reimbursable Expenses" shall mean only those out-of-pocket expenses expressly stated in this Agreement as being reimbursable to the Architect and other expenses approved in advance pursuant to this Section. Reimbursable Expenses may include the cost of: (i) printing, plotting (including 3D plotting), and delivery

of documents to reviewing, permitting and/or licensing agencies with competent jurisdiction over the Project and for bidding and construction purposes; and (ii) photographs, renderings, models and mock-ups as are requested by the District; provided that the Architect is not otherwise required to provide such items pursuant to this Agreement. Reimbursable Expenses shall include only those costs that: (i) are for an item not expressly or implicitly the responsibility of the Architect pursuant to this Agreement; (ii) are directly related to the provision of the Architectural Services, and (iii) are approved by the District in advance of such costs being incurred by the Architect. The Architect shall take all reasonable steps necessary to obtain the most competitive prices available for such Reimbursable Expenses and shall invoice Reimbursable Expenses to the District only at the actual cost incurred by the Architect, without any markup. The Architect shall not incur any Reimbursable Expenses without the prior written approval of the District, and the District shall not be obligated to pay any expense or cost incurred by the Architect prior to obtaining such approval. If the District approves as a Reimbursable Expense any personal-vehicle transportation expense, the reimbursement shall not exceed the applicable per-mile reimbursement rate specified by the U.S. Internal Revenue Service. The District shall not be required to reimburse any Reimbursable Expense if the expenditure is not adequately documented as provided in Section 5.5, and in no event may the total of the expenses reimbursed to the Architect pursuant to this Agreement exceed an amount equal to four percent of the Basic Architect Fee payable pursuant to this Agreement.

Section 5.4 Adjustment to Basic Architect Fee. If Additional Architectural Services are authorized as provided in Section 2.9, the Basic Architect Fee for the Project shall be adjusted to include compensation for the Additional Architectural Services as is agreed by the Parties and set forth in an applicable Scope Change Amendment, regardless of whether the performance of such services results in an increase or decrease in the scope or construction cost of the Project. The compensation for Additional Architectural Services set forth in the Scope Change Amendment, including, without limitation, any compensation specified on an hourly basis using the hourly rates specified in Exhibit F hereto, shall be deemed and construed to include any and all overhead, profit, and other markup on the Additional Architectural Services, regardless of whether provided by the Architect or any Architect Consultant.

Section 5.5 Invoicing and Payment.

(a) Not later than the tenth day of each month, the Architect shall invoice the District for requested payments of the Basic Architect Fee and any authorized Reimbursable Expenses attributable to the preceding month. Such invoice(s) must include any and all amounts, without limitation, to be asserted by the Architect as payable on account of Architectural Services and Reimbursable Expenses attributable to the preceding month. Each invoice must be accompanied by an application for payment, in the form provided or approved by the District upon request, that has been completed and signed by the Architect and by which the Architect shall certify that the invoiced amounts are true and correct. The Architect may submit invoices to the District that combine the Architect's requests for payment of the Basic Architect Fee and Reimbursable Expenses, provided that such amounts are separately itemized in the invoice. Any and all invoiced amounts are subject to verification by the District. The Architect shall in each invoice specifically describe the basis or bases for the compensation requested and shall submit the invoice to the District together with documentation reasonably, specifically and adequately supporting the Architect's request for compensation as set forth in the invoice. If an invoice requests payment for Architectural Services or Additional Architectural Services provided on a time-and-materials or other hourly-rate basis, the documentation to be submitted by the Architect in support of the invoice must also include an itemization of the amount of time spent by each person performing the services and the work accomplished during such time. Except as provided in this Agreement, the District shall review and pay all approved amounts set forth in an

invoice within thirty days of receipt of the invoice.

(b) With each invoice that it submits in accordance with this Section, including, without limitation, an invoice for final payment pursuant to this Agreement, the Architect must also submit:

(i) an executed copy of a "conditional waiver and release of claims," in the form set forth on Page G-1 of Exhibit "G" hereto, that is applicable to the then-current invoiced amount payable to the Architect;

(ii) an executed copy of an "unconditional waiver and release of claims," in the form set forth on Page G-2 of Exhibit G hereto, that is applicable to any and all amounts then-previously paid to the Architect pursuant to this Agreement and for which amounts the Architect has not yet already provided an unconditional waiver and release;

(iii) a list identifying all Architect Consultants that are entitled to any portion of the then-current invoiced amount and the portion of such amount payable to each such Architect Consultant; and

(iv) for each Architect Consultant under contract to the Architect in connection with the Project, an unconditional waiver and release of claims, in the form set forth on Page G-2 of Exhibit G hereto, executed by such Architect Consultant, that is applicable to any and all amounts previously paid to such Architect Consultant for services in connection with this Agreement and for which amounts the Architect has not yet already provided an unconditional waiver and release.

(c) In the event the District notifies the Architect that the District has disallowed a portion, but not the whole, of any amount included in an invoice submitted by the Architect, the Architect, within two days after notification, must submit a new unconditional waiver and release of claims, executed as required by this Section, that specifies the portion of the invoiced amount approved by the District.

(d) Each waiver and release must be duly executed and must contain an original signature and printed name and title of the person who has executed it.

(e) Notwithstanding anything to the contrary, within ten days of the receipt of any invoice from the Architect, the District may request that the Architect provide additional information or documentation as may be necessary for the District to verify and approve the compensation requested in the invoice. The Architect shall promptly provide any such information or documentation requested by the District, but in no event later than fourteen days after receipt of the District's request. In the event the District so requests additional information or documentation, the period in which the District must pay the Architect shall be extended by the number of days taken by the Architect to provide reasonably adequate supporting information or documentation.

Section 5.6 Final Payment. Upon full and final completion of all Architectural Services, the Architect may submit a final invoice to the District for the balance of the Basic Architect Fee for the Project. As provided in Part K of Exhibit B hereto, a condition precedent to the District's obligation to pay such final payment to the Architect shall be that: (i) the final close-out submittal for the Project has been accepted as complete by the DSA; and (ii) the Architect has provided to the District copies of all

documents submitted to the DSA and other governmental entities in connection with close-out of the Project. The entirety of such final payment to the Architect shall be deemed and construed to constitute retention. Subject to the provisions of Section 5.5 other than for timing of payment, the District shall pay the balance of the applicable Basic Architect Fee to the Architect within forty-five days of the receipt of the final invoice.

Section 5.7 Interest on Late Payments. All amounts hereby payable by the District to the Architect that remain unpaid after the applicable period allowed pursuant to this Agreement, at the option of the Architect, shall accrue interest at the rate specified in Subsection (b) of Civil Code Section 3320. In such event, the interest payable pursuant to this Section shall be in lieu of any and all other interest, late fees and other charges. The provisions of this Section shall be construed to mean that interest shall not accrue while any dispute in regard to any amount payable is pending or during any period in which the District is awaiting receipt of additional information or documentation in support of an invoiced amount as provided in Section 5.5.

Section 5.8 Disputed Amounts.

(a) In the event of a good-faith dispute between the Parties regarding any amounts set forth in an invoice submitted by the Architect, the District shall provide written notice to the Architect specifying each disputed amount and setting forth the basis or bases for the dispute in detail reasonably sufficient to explain the District's objection to payment of the disputed amount ("Notice of Payment Dispute"). Notwithstanding anything in this Agreement to the contrary and in accordance with Civil Code Section 3320, the District may withhold from any payment an amount up to and including one-hundred and fifty percent of the disputed amount. The foregoing shall not be deemed or construed to limit any other remedies available to the District. Notwithstanding any dispute, after withholding appropriate funds in accordance with this Section, the District shall pay the remainder of any undisputed portions or amounts of an invoice, if any, within the time required pursuant to this Agreement.

(b) The District shall provide a Notice of Payment Dispute to the Architect in accordance with whichever of the following is applicable: (i) not later than fourteen days after receipt of the invoice that includes the disputed amount(s); (ii) not later than fourteen days after receipt of additional supporting information or documentation relating to the disputed amount(s) provided by the Architect in accordance with Subsection (b) of Section 5.5; or (iii) at any time after failure of the Architect to provide information or documentation relating to the disputed amount(s) requested by the District pursuant to Subsection (b) of Section 5.5 prior to the expiration of the maximum fourteen-day period specified therein for providing such information or documentation.

(c) To facilitate the avoidance of any wrongful withholding of payment to the Architect, not later than fifteen days after receipt of any Notice of Payment Dispute, the Architect shall provide to the District any justification of a disputed amount as the Architect desires to submit. If the Architect does not submit any justification of a disputed amount within such fifteen-day period, the Architect shall be deemed to have withdrawn its request for such amount and it shall be deemed to be deleted from the invoice in which it had been included and may not be re-invoiced by the Architect. If the Architect submits any justification of a disputed amount, then, not later than fifteen days after receipt of such justification, the District shall either pay the disputed amount or provide Architect with a written explanation of District's continuing objection.

(d) In the event of a continuing objection by the District to payment of a disputed amount after exchange of information as provided above in this Section, the Parties may resolve the dispute in the manner permitted pursuant to this Agreement and applicable Legal Requirements, but

the District shall not be required to pay the disputed amount prior to resolution of the dispute by the Parties. Any such extension of time for payment by the District shall be in addition to any extension of time available to the District pursuant to Section 5.5. Notwithstanding the existence of, and pending resolution of, any claim, disagreement or dispute between the Parties in regard to any disputed amount, the Architect shall continue to provide and perform the Architectural Services required pursuant to this Agreement and, except for the disputed amounts, the District shall continue to pay the Architect in accordance with this Agreement. To the extent a final judgment of a court of competent jurisdiction holds, or it is determined through mediation pursuant to Section 10.8, that District wrongfully withheld payment to the Architect, the District shall pay interest as required pursuant to Civil Code Section 3320(b).

PART 6: ARCHITECT INDEMNIFICATION AND INSURANCE

Section 6.1 Indemnification of District. The Architect shall defend, indemnify and hold-harmless the District, the District Board and each member thereof, and the District's other officers, employees, consultants and agents (collectively, not including the District, the "District Agents"), and each of them, from and against any and all claims, actions, damages, losses, costs (including, without limitation, attorneys' fees and expenses), expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) that arise from, pertain to, or otherwise relate to the negligence, recklessness or willful misconduct in connection with the performance of this Agreement by: (i) the Architect; (ii) any Architect Consultant; or (iii) anyone working for or under the Architect or any Architect Consultant. Any defense of the District and/or District Agents shall be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Architect at its sole cost. The foregoing provisions of this Section are intended to be, and shall be, interpreted in a manner that is consistent with Civil Code Section 2782.8 as it exists as of the Effective Date. The Architect's obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or performance or completion of any or all Architectural Services provided pursuant to this Agreement.

Section 6.2 Required Insurance Coverage.

(a) The Architect shall obtain and maintain at all times during the performance of the Architectural Services such policies of insurance coverage as may be required by Legal Requirement, but, at a minimum, shall obtain and maintain the insurance coverages as are described in this Section and Exhibit "H" attached hereto. Each of the Liability Policy and the Vehicle Liability Policy (both defined in Exhibit H hereto) shall be primary and not contributing with respect to any insurance or self-insurance programs covering or maintained by the District and/or any of the District Agents. Any insurance proceeds received by the Architect attributable to claims or damages for which the District is liable shall serve to offset the District's liability for such claims or damages. The performance of the Architect's obligation to obtain and maintain the insurance coverages required pursuant to this Agreement is a material part of the consideration given to the District in exchange for entering into this Agreement, and any failure by the Architect to obtain, maintain or renew such policies as provided herein shall be deemed and construed as a material breach by the Architect of its obligations pursuant to this Agreement. If the Architect fails to maintain the insurance policies as required pursuant to this Agreement, the District may, in its discretion: (i) obtain and maintain such insurance coverage as it determines necessary; and (ii) withhold funds from the Architect due hereunder and, without liability to, or recourse by, the Architect, use those funds to the pay the cost of such insurance coverage.

(b) Prior to commencing any of the Architectural Services to be performed pursuant to this Agreement, the Architect must provide to the District, by email, with originals sent within 24

hours thereafter by certified or registered U.S. Mail: (i) duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect (each a "Certificate of Insurance"); and (ii) complete copies of all insurance policies (including, without limitation, all applicable endorsements) required pursuant to this Agreement. The District may review the insurance policies and Certificates of Insurance to determine compliance with the requirements of this Agreement, but no review or failure to review by the District shall be deemed or construed to limit, condition or qualify the Architect's obligations pursuant to this Agreement, or to waive or release any of the District's rights pursuant to this Agreement. The Architect must, before it expires, renew each policy of insurance required pursuant to this Agreement that will expire prior to completion of all Architectural Services and, upon such renewal taking effect, must provide (or cause its insurer to provide) to the District an updated Certificate of Insurance for such policy. Any failure of the Architect to provide the Certificates of Insurance and/or policies in accordance with this Subsection (b) shall be deemed to constitute a material breach of the Architect's obligations pursuant to this Agreement.

(c) Notwithstanding anything to the contrary: (i) the Architect must have the Professional Liability Policy described in Exhibit H hereto in full force and effect prior to commencing the Architectural Services; (ii) each renewal or replacement of the Professional Liability Policy must have a retroactive date that is prior to the date the Architect commenced the Architectural Services to be performed pursuant to this Agreement; and (iii) the Architect must maintain the Professional Liability Policy in full force and effect, AND APPLICABLE TO CLAIMS ARISING FROM THE PROJECT, without any gaps in coverage, for a period of at least five years following final completion and acceptance of the Project. If the claims reporting period applicable to the Project, as specified in or determined pursuant to the Professional Liability Policy, will terminate prior to the end of the five-year period following final completion and acceptance of the Project, the Architect at its cost must obtain and provide to the District an endorsement to extend the claims reporting period to include whatever remains of such five-year period. Otherwise, as and when necessary, the Architect at its cost must obtain a supplemental extended reporting period (tail) applicable to the Professional Liability Policy to provide coverage until the end of the five-year period following final completion and acceptance of the Project. Such tail coverage shall be required, for example: (i) if the Architect intends to switch insurance carriers and the prospective new carrier will not agree to cover claims arising from the Project submitted at any time prior to the end of the five-year period following final completion and acceptance of the Project; (ii) if the Architect's business is to be wound-up or otherwise terminated, whether voluntarily or involuntarily; or (iii) when necessary for any other reason to ensure that professional liability insurance applicable to the Project is in effect at all times required by this Agreement.

(d) The insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A Minus" and Financial Size Category of not less than "IX." Each insurance policy and each Certificate of Insurance must expressly require or be endorsed to require that the insurer provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of the policy, except in the case of termination for non-payment of premium, in which case the insurer must provide notice not less than ten days prior to termination. Including the foregoing requirements only in a Certificate of Insurance, and not also in each corresponding policy, shall not be acceptable. Language in any insurance policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable. However, if, after reasonable efforts by the Architect, an insurer refuses to endorse a policy to require notice in accordance with this Subsection (d), the Architect may obtain and provide to the District, for the District's benefit, a written commitment from the Architect's insurance broker to provide such notices in lieu of that insurer, and any failure of the District to receive such notices shall be deemed and

construed as a material breach: (i) by the Architect of this Agreement; and (ii) by the broker of such written commitment to the District.

(e) Except as may be expressly stated in this Agreement, nothing in this Agreement, including, without limitation, provisions for insurance coverage set forth in this Section, shall be deemed or construed to eliminate, limit or condition in any manner the District's remedies in the event of, or the Architect's responsibility for, damages incurred by the District arising from any operation, act or failure to act by the Architect in connection with this Agreement.

Section 6.3 Consultant Indemnification and Insurance. The Architect shall require that each Architect Consultant indemnify the District in accordance with Section 6.1 and obtain and maintain insurance coverage in accordance with Section 6.2; provided that the District may upon request agree to coverage limits for insurance maintained by an Architect Consultant that are lower than required for the Architect, based on the Architect Consultant having a limited scope of responsibility resulting in less potential liability for the District. The Architect shall include in each contract with any Architect Consultants provisions to effect the requirements of this Section, and any failure by the Architect to do so shall be deemed and construed as a material breach by the Architect of its obligations pursuant to this Agreement.

PART 7: PROHIBITED ACTIVITIES

Section 7.1 Solicitation. The Architect represents and warrants that it has not: (i) employed or retained any entity or person other than a bona fide employee working solely for the Architect ("BFE") to solicit or secure this Agreement; (ii) paid or agreed to pay any entity or person, other than a BFE, any fee, commission, percentage, or similar compensation for soliciting, securing or entering into this Agreement; or (iii) given, granted or promised any gift or other consideration to any entity or person, other than a BFE, contingent upon or as a result of soliciting, securing or entering into this Agreement. If the District determines that the Architect has breached or violated the foregoing warranty, the District shall have the right, in its discretion and without liability to or recourse by the Architect, to rescind or void this Agreement or to deduct from amounts due to the Architect the full amount of any fee, commission, percentage or compensation paid in violation of this Section.

Section 7.2 Conflicting Interests. The Architect hereby acknowledges that, as a consultant to the District and subject to the rights of the Architect pursuant to this Agreement, the Architect has a duty of fidelity to the District and a fiduciary responsibility to put the interests of the District above the interests of the Architect. The Architect hereby represents and warrants that the making of this Agreement shall not result in the Architect or any person under the Architect's control having any conflict of interests pursuant to Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq.*). At no time during the performance of and prior to full completion of any work or services pursuant to this Agreement shall the Architect, any Architect Consultant, or any person having any financial interest in or employed by either the Architect or any Architect Consultant, have or acquire any ownership, financial or other similar interest in any other entity performing any work or services in connection with the Project, including, without limitation, any entity providing supplies, materials, construction services or construction management services.

Section 7.3 District Consultants and Agents. Except to the extent the Project Inspector may be construed to be a representative of the DSA, the Project Inspector, the construction manager, if any, and any other consultants employed by the District in connection with the Project, and each of their employees, consultants and subconsultants, are solely and exclusively representatives of the District.

The Architect shall not solicit or offer any act, compensation, gift or other consideration of any type or form, from or to any such entity or person, or act in any other manner that would result in, or create the appearance of, a conflict of interests for any such entity or person.

Section 7.4 District Employees. Neither the Architect nor any of the Architect Consultants shall: (i) solicit or offer any act, compensation, gift or other consideration of any type or form, from or to any officer, employee or agent of the District, or act in any other manner that would result in, or create the appearance of, a conflict of interests for any such person; (ii) employ any officer, employee or agent of the District regardless of whether such employment might otherwise occur outside any such person's regular work hours or on weekends, holidays or vacations; or (iii) employ any person who was an officer, employee or agent of the District at any time within one year prior to the Effective Date.

Section 7.5 Financial Interests in Roofing Work. Notwithstanding anything to the contrary, this Agreement shall have no force or effect unless and until the Architect has completed, signed, and delivered to the District the "Certification Regarding Financial Interests in Roofing Projects" attached as Exhibit "I" to this Agreement.

Section 7.6 Iran Contracting Act Certification. Notwithstanding anything to the contrary, this Agreement shall have no force or effect unless and until the Architect has completed, signed, and delivered to the District the "Iran Contracting Act Certification" attached as Exhibit "J" to this Agreement.

PART 8: DOCUMENTS PREPARED OR USED FOR THE PROJECT

Section 8.1 Ownership, Use and Storage of Project Documents.

(a) In accordance with Education Code Section 17316, any and all plans, specifications, cost estimates, original or reproducible transparencies of working plans and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates, photographs and other documents prepared or obtained by the Architect pursuant to this Agreement (collectively, "Project Documents") are and shall remain the property of the District for repair, maintenance, renovation, modernization or other purposes, only as they relate to the Project. The Project Documents shall be deemed and construed to include any and all such documents fixed in any tangible means of expression, including, but not limited to, physical drawings on paper, mylar, vellum, et cetera; data magnetically, physically or otherwise recorded on computer disks, cards, tapes, et cetera; data recorded by any electronic, electro-magnetic, or other or similar means; and images recorded on any type of film, including, without limitation, any photographs. Except as necessary or required in connection with the Project, the Architect shall not use or permit any use of the Project Documents, or permit any reproductions to be made of any Project Documents, without the advance written consent of the District given in its sole discretion. Subject to the advance written consent of the District given in its sole discretion, the Architect may use photographs or other representations of the Project for purposes of marketing the Architect's services to other potential clients of the Architect. The District in its sole discretion may at any time withdraw any consent that it has given pursuant to this Subsection.

(b) Upon completion of all Architectural Services and as a condition to final payment to the Architect pursuant to this Agreement, the Architect shall provide the District with a complete, reproducible set of all Project Documents. The Architect shall, for the benefit of the District, retain a copy of the Project Documents, however stored or maintained, in the Architect's files for a period of not less than seven years after final payment to Architect pursuant to this Agreement. Upon any request of the District during such seven-year period, the Architect shall promptly make available to

District any and all of the original Project Documents as requested by the District. In the event during such seven-year period, the entity that is the Architect, for any reason, is to be terminated, disbanded, closed or otherwise will no longer exist, the Architect shall offer to transfer all of the original Project Documents to the District. At any time after the end of such seven-year period, if the Architect proposes to dispose of the original Project Documents, the Architect shall offer to transfer all of the original Project Documents to the District.

Section 8.2 Third-Party Proprietary Designs. Section 8.1 shall not be deemed or construed to apply to any third-party proprietary and/or copy-written designs or information not created specifically for purposes of the Project and that the Architect intends to incorporate into the design of the Project (each a "Third Party Design"). The Architect shall provide written notice to the District if the Architect intends to incorporate any Third Party Design into the design of the Project if any permission, license or other specific authorization is required for such use and/or any licensing fee or other charge is payable in connection with such use. Unless the District has already obtained (or has agreed in writing to obtain) any and all necessary rights to use such Third Party Designs without any ongoing or additional licensing fees or other charges, and without need for renewing any registration or similar obligation, the Architect shall be responsible at its cost for obtaining any and all rights for the District to use the Third Party Design on such basis. Notwithstanding anything to the contrary, the District shall have no obligation to obtain rights to use any Third Party Design unless the District specifically requests that the Architect incorporate such Third Party Design into the design of the Project. Subject to the foregoing, the Architect represents and warrants that it has or will have the legal right to use any and all Third Party Designs that it intends to incorporate into the design of the Project. The Architect shall indemnify, hold-harmless and defend the District, in accordance with Part 6, with respect to claims arising out any failure or alleged failure of Architect to comply with its obligations pursuant to this Section.

Section 8.3 Copyright of Project Documents. The copyrights over any and all Project Documents, including, but not limited to all common law, statutory and other reserved rights, shall be deemed and construed for all purposes to vest jointly in the District and the Architect, and each Party shall have the right to use the Project Documents without restriction. To the extent of the foregoing, the Architect hereby expressly transfers to the District and waives its rights to any and all such copyrights, without limitation. The Architect shall include provisions in each contract with its Architect Consultants that will perform any Architectural Services requiring that each such Architect Consultant also expressly transfer to the District and waive all of such copyrights, without limitation, as necessary to provide the rights specified in this Section. Failure of the Architect to require such provisions in any of its contracts with its Architect Consultants shall be deemed a material breach by the Architect of its obligations pursuant to this Agreement. The Architect represents and warrants that it has or will have the legal right to transfer and waive all copyrights, designs and other intellectual property embodied in Project Documents, whether prepared directly by the Architect or by any of its Architect Consultants. The Architect shall indemnify, hold-harmless and defend the District, in accordance with Part 6, with respect to claims arising out any failure or alleged failure of Architect to comply with its obligations pursuant to this Section.

Section 8.4 Reuse of Project Documents. Subject to any consent for use granted by the District pursuant to Subsection (a) of Section 8.1, but notwithstanding anything else to the contrary, the District shall have the exclusive and perpetual right to copy, use, modify and/or reuse any or all Project Documents and any intellectual property rights embodied therein. The District shall at all times have the unconditional right to reuse all or any portion of the Project Documents, without additional compensation to the Architect. The District may reuse the Project Documents for any purpose as determined by the District in its sole discretion, and the District shall not be bound to employ the

services of the Architect in connection with any reuse of the Project Documents. If any of the Project Documents are prepared for reuse by a certified architect or structural engineer other than the Architect or the Architect Consultant that originally prepared such Project Documents, the District shall indemnify and hold-harmless the Architect, any such Architect Consultant, and their agents and employees, with respect to any claims, damages, losses, or expenses (including attorneys' fees) arising from such reuse. In the event of such reuse, the District also shall cause the certified architect or structural engineer preparing such Project Documents for reuse to remove the Architect's seal and/or the Architect Consultant's seal from those Project Documents.

Section 8.5 Reuse of Other Professional's Documents. The District may request in connection with the performance of Architectural Services that the Architect use or reuse the designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared by design professionals other than Architect (herein, "Other Professional's Documents"). Upon receipt of any such request, the Architect shall review the Other Professional's Documents and affirmatively advise the District as to issues potentially arising from use thereof, including, without limitation, any design viability, constructability or coordination issues, and any copyright or similar issues. The District shall indemnify and hold the Architect harmless against any copyright infringement claims arising out of Architect's completion, use or reuse of Other Professional's Documents as requested by the District; provided that Architect shall be entitled to such indemnification only if (i) Architect actually re-draws or completes the Other Professional's Documents and (ii) Architect has diligently complied with its obligations pursuant to this Section in regard to advising the District.

Section 8.6 District Documents. All Other Professional's Documents, site surveys, testing and inspection reports, soils, geologic and environmental analyses, studies and reports, title and other property-related reports, and other documents, in whatever form, provided to Architect by the District, prepared by Architect, or paid for by the District, in connection with the performance of this Agreement shall be and shall remain the sole property of the District. The Architect shall return each of such documents to the District within a reasonable time after Architect's need for the documents has ended or upon District request. The Architect may retain copies of any such documents as reasonably necessary to document the Architectural Services, but the Architect shall not disclose any such documents to any third party without the express written consent of the District given in its sole discretion.

Section 8.7 Reproduction of Documents. Notwithstanding anything to the contrary, if the Architect is required pursuant to this Agreement to reproduce and provide or distribute copies of any plans, specifications, project manual, or other Project-related document, whether for distribution to the District, prospective bidders, contractors or otherwise, the Architect must arrange to use a copy service or vendor designated or approved in advance by the District. This Section shall not be deemed or construed to apply to copies of documents used or needed by the Architect or any of the Architect Consultants for their own purposes relating to development of plans, specifications, and other documentation.

PART 9: TERMINATION AND SUSPENSION OF SERVICES

Section 9.1 Termination By District.

(a) To the extent provided in this Section, the District may terminate this Agreement or some or all of the Architectural Services by giving written notice to the Architect ("District Termination Notice"). A District Termination Notice shall be effective immediately upon receipt by the Architect or as of such other date as may be specified in the District Termination Notice. Except as provided below in this Subsection (a), the Architect shall permanently cease all work to the extent specified in the District Termination Notice as of the effective date of the termination. In the event the District terminates the Architectural Services in part only, the Architect shall continue to perform the portion of the Architectural Services not terminated, and the Basic Architect Fee for the Project, if necessary, shall be adjusted on an equitable basis or as agreed in writing by the Parties. Upon request of the District, and subject to the Architect's right to additional compensation in accordance with this Agreement or as otherwise agreed by the Parties, the Architect shall perform any and all Additional Architectural Services as are requested by the District in connection with the discontinuance of any terminated Architectural Services that were commenced prior to the effective date of termination.

(b) The District, at any time and without need for cause, may terminate this Agreement, in whole or in part, by giving a District Notice of Termination to the Architect, as described in Subsection (a) of this Section, specifying that the termination is for the convenience of the District.

(c) The District may terminate this Agreement, in whole or in part, for cause, by giving a District Termination Notice to the Architect, as described in Subsection (a) of this Section, that sets forth in reasonable detail the basis or bases for termination. Sufficient cause for termination of this Agreement by the District shall be deemed to include, but is not limited to, each of the following:

(i) the Architect or any Architect Consultant refuses or fails to accomplish the Architectural Services or any portion or phase thereof in accordance with this Agreement, in a reasonably satisfactory manner, or with such diligence as will ensure completion within the time required by this Agreement or within such time as reasonably required by the District;

(ii) the Architect or any Architect Consultant unreasonably, persistently or repeatedly refuses or fails to assign a sufficient number of qualified and properly skilled persons to the performance of the Architectural Services;

(iii) the Architect fails to timely and fully pay any Architect Consultants or other individuals or entities the funds to which they are entitled in connection with the Architectural Services;

(iv) the Architect or any Architect Consultant disregards or otherwise fails, in connection with this Agreement or the Architectural Services, to comply with any applicable Legal Requirement;

(v) the Architect becomes the subject of voluntary or involuntary bankruptcy proceedings and/or a court determines that the Architect is bankrupt or otherwise unable to timely pay its bills and/or comply with its contractual obligations;

(vi) the Architect makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Architect's insolvency; and

(vii) the Architect or any Architect Consultant fails to perform any of its obligations as and when required by this Agreement, or otherwise defaults with respect to its obligations pursuant to this

Agreement.

(d) Any dispute regarding the District's right to terminate this Agreement shall be resolved as provided in this Agreement and applicable Legal Requirements. The District's remedies for the Architect's breach of this Agreement shall in no event be limited, except as provided by Legal Requirements, and the District's remedies shall include, among other things, the right to seek recovery from the Architect all costs and expenses incurred by the District, including, without limitation, attorneys' fees and expenses, arising from the breach.

Section 9.2 Compensation After Termination By District. If the District terminates this Agreement or some or all of the Architectural Services for the convenience of the District, then, subject to all other provisions of this Agreement, the District shall: (i) pay the Architect in accordance with Part 5 for all Architectural Services satisfactorily completed prior to the effective date of the termination; and (ii) pay the Architect for Architectural Services in progress by the Architect and any Architect Consultants at such time, but not including any profit or overhead attributable to such work in progress in excess of five percent of the total payment for the work in progress. If the District terminates this Agreement or some or all of the Architectural Services for cause, then: (i) the District shall not be required to pay for any Architectural Services in progress by the Architect or any Architect Consultants at the time of termination; and (ii) the District may seek damages from the Architect, including, without limitation, recovery of amounts paid to the Architect prior to the termination. Regardless of whether a termination is for cause or for the convenience of the District, in no event shall the Architect be entitled to recover any compensation, overhead, profit, consequential damages or other amounts attributable to any unperformed portion of the Architectural Services or the termination of same. Within fourteen business days after the effective date of any termination by the District, the Architect shall provide to the District documentation that reasonably, specifically and adequately evidences the costs that the Architect believes are payable by District after termination. In the event the termination is not effective with respect to all Architectural Services for the Project in its entirety, the District shall continue to compensate the Architect in the manner set forth in Part 5 for those Architectural Services not terminated.

Section 9.3 Suspension By District.

(a) Subject to the Architect's termination rights pursuant to Section 9.5, the District, without incurring any additional charges by the Architect, may at any time require that the Architect temporarily suspend performance of some or all of the Architectural Services by giving written notice to the Architect ("District Suspension Notice"). A District Suspension Notice shall be effective immediately upon receipt by the Architect or on such other date as specified therein. The Architect shall temporarily cease all work to the extent specified in the District Suspension Notice as of the effective date of the suspension. In the event the District suspends the Architectural Services in part only, the Architect shall continue to perform the Architectural Services not suspended.

(b) The District, in its sole discretion, may provide written notice to the Architect that the Architect is to resume some or all of the suspended Architectural Services or may terminate any or all suspended Architectural Services in accordance with Section 9.1. Except to the extent the scope of the Architectural Services has been reduced (whether due to termination in accordance with Section 9.1 or only partial resumption of suspended Architectural Services), upon resumption of any suspended Architectural Services, the Architect shall dedicate such personnel and other resources to performance of the Architectural Services as will ensure performance in accordance with this Agreement. In such event, the Architect shall make a good-faith attempt to dedicate to the performance of the Architectural Services as many of the personnel previously assigned thereto as is then practical. If individuals who

were assigned to the Project at the time of suspension are not reasonably available at the time work on the Project is resumed, the Architect, subject to applicable provisions of this Agreement, shall assign other personnel having requisite skill and experience.

(c) Unless agreed otherwise by the Parties in writing, the time permitted for performance by the Architect of any Architectural Services that were suspended, but then resumed, as provided in this Section shall be extended by a number of days equal to the number of days the Architectural Services were suspended.

Section 9.4 Compensation After Suspension By District. During any suspension of any Architectural Services as provided in Section 9.3, the Architect shall be entitled to payment of only the portion of the Basic Architect Fee attributable to Architectural Services not suspended and Architectural Services satisfactorily completed prior to the suspension. If the District requires that the Architect resume any or all suspended Architectural Services, the District shall also resume paying the Architect in accordance with this Agreement for the resumed portion of the Architectural Services. Upon resumption of the Architectural Services, the schedule for completion of the Architectural Services shall be adjusted and the compensation payable to the Architect shall be equitably adjusted to include reasonable compensation for expenses incurred by the Architect in connection with the suspension and resumption of the portion of the services resumed, but in no event shall such expenses extend to salaries, benefits, overhead, or similar expenses paid by the Architect during the period in which such Architectural Services were suspended. By way of explanation, not limitation, the foregoing is intended to mean that the District will not be required to compensate the Architect for its expenses unless those are directly attributable to work performed for the District in connection with the suspension and/or resumption of Architectural Services that the District requires be suspended and then resumed. Within fourteen business days after the effective date of any resumption of suspended Architectural Services, the Architect shall provide to the District documentation that reasonably, specifically, and adequately evidences the costs that the Architect believes are payable by in connection with the suspension and resumption of such services. The District may during any suspension request that the Architect provide Additional Architectural Services, for which the District shall compensate the Architect as provided in this Agreement or as otherwise agreed by the Parties. In no event shall the Architect be entitled to past or future overhead, profit, consequential damages or other costs attributable to any suspended Architectural Services, or the suspension of same, and accruing during or as a result of the suspension.

Section 9.5 Termination By Architect.

(a) The Architect may terminate this Agreement only for sufficient cause, by giving written notice to the District setting forth in reasonable detail the basis or bases for such sufficient cause ("Architect Termination Notice"). Except as provided in Subsection (c) of this Section, a termination by the Architect shall be effective thirty days after the District's receipt of the Architect Termination Notice. Notwithstanding that it may have given an Architect Termination Notice to the District, the Architect shall continue providing all Architectural Services required for the Project pursuant to this Agreement, unless all work has been suspended, until the effective date of the termination by Architect or such earlier date as the District may specify.

(b) Sufficient cause for termination of this Agreement by the Architect may be shown only by one or more of the following: (i) the District has failed to pay to Architect, within ninety days of when due, any undisputed amounts payable pursuant to this Agreement; (ii) the District has breached any other significant, material obligation owed to Architect pursuant to this Agreement and failed to cure such breach in accordance with this Agreement; (iii) as a result of circumstances not within the control of either Party, all work on the Project ceases and does not recommence within a period of

one hundred and twenty days; or (iv) the District suspends all Architectural Services and does not order work to recommence within a period of one hundred and twenty days. Any dispute regarding the Architect's right to terminate this Agreement and/or whether sufficient cause for termination exists shall be resolved as provided in this Agreement and applicable Legal Requirements.

(c) Notwithstanding anything to the contrary, if, within thirty days after receipt of an Architect Termination Notice, the District cures the reason for termination stated therein, this Agreement shall continue in full force and effect and the Architect shall continue to provide the Architectural Services as required pursuant to this Agreement. At any time after the receipt of an Architect Termination Notice, the District may cause this Agreement to terminate prior to the effective date of termination pursuant to the Architect Termination Notice, by giving written notice to the Architect that specifies the earlier date upon which the termination shall take effect.

Section 9.6 Compensation After Termination By Architect. If the Architect terminates this Agreement in accordance with Section 9.5, then, subject to all other provisions of this Agreement, the District shall compensate the Architect in accordance with this Agreement: (i) for all Architectural Services satisfactorily performed prior to the effective date of the termination; and (ii) for Architectural Services in progress by the Architect and any Architect Consultants at such time, but not including any past or future profits or overhead attributable to such work in progress. In no event shall the Architect be entitled to any compensation, overhead, profit, consequential damages or other amounts attributable to the unperformed portion of the Architectural Services or the termination of same. Within fourteen business days after the effective date of any termination by the Architect, the Architect shall provide documentation to the District that reasonably, specifically and adequately evidences the costs that the Architect believes are payable by District after termination.

Section 9.7 Delivery of Project Documents After Termination. Within ten days after the effective date of any termination of this Agreement, and as a condition to payment by the District of any amounts due to the Architect pursuant to this Agreement after such termination, the Architect must deliver to the District any and all Project Documents (or, if the termination is in part only, any and all Project Documents related to the portion of the Architectural Services terminated), regardless of whether any such Project Documents are at such time fully or only partially complete. The Architect shall not refuse to provide such Project Documents for any reason whatsoever, including, but not limited to, any possessory-interest lien for any claim the Architect may have against the District or any claim by the Architect to an ownership interest in the intellectual property embodied in the Project Documents.

Section 9.8 Procurement of Similar Services. The District may procure, upon such terms and in such manner as it deems appropriate, services similar to and/or in replacement of any Architectural Services terminated in accordance with this Agreement. The District shall in such event have the right to use as it may determine, and to provide to the person or entity providing such similar and/or replacement services, any and all Project Documents prepared or obtained by the Architect pursuant to this Agreement.

PART 10: INTERPRETATION AND DISPUTE RESOLUTION

Section 10.1 Incorporation of Exhibits. All Exhibits referenced herein and attached hereto are hereby incorporated as operative and effective provisions of this Agreement.

Section 10.2 Captions and References. The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Part, Section,

Subsection, or other provision of this Agreement. Any reference in this Agreement to a Part, Section or Subsection, unless specified otherwise, shall be a reference to a Part, Section or Subsection of this Agreement.

Section 10.3 Drafting of Agreement. Upon signing and delivering this Agreement, each Party shall be deemed and construed to thereby acknowledge that it has read this Agreement, has had the full and unqualified opportunity to seek counsel from its attorneys in regard to this Agreement, understands this Agreement, and agrees to be bound by the terms and conditions set forth in this Agreement. Therefore, in interpreting this Agreement, no ambiguity shall be resolved against either Party based on the premise that it or its attorneys were responsible for drafting this Agreement or any particular provision herein.

Section 10.4 Amendment. This Agreement may be amended or modified only by means of written instrument duly-approved and executed by the Parties.

Section 10.5 Entire Agreement. This Agreement sets forth the entire agreement and understanding concerning the provision by the Architect of the Architectural Services described herein, and this Agreement supersedes and replaces any and all prior discussions and agreements relating to such Architectural Services, whether written or oral. Each Party acknowledges that neither the other Party nor any of the other Party's agents, attorneys or other representatives have made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein, to induce the execution of this Agreement, and each Party acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

Section 10.6 No Third Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any rights arising from, or related to, this Agreement.

Section 10.7 Governing Law and Venue. This Agreement and all rights and obligations arising out of it shall be interpreted and enforced in accordance with the laws of the State, notwithstanding any choice of venue, conflict of laws, or other provision of any federal, State or other law. Any arbitration, litigation or other proceeding arising out of or related to this Agreement shall be initiated and conducted only in the County of San Diego, California ("County").

Section 10.8 Dispute Resolution. The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, upon written notice of dispute from either of the Parties, both Parties shall commence good-faith reasonable efforts to informally resolve any such dispute. If the Parties are able to agree on the terms and procedures therefor, the Parties may agree that the informal resolution attempts in connection with a particular dispute will include mediation of the dispute. Not sooner than thirty calendar days after receipt of a notice of dispute as provided by this Section (or, if applicable, not sooner than upon termination or completion of mediation), if the attempts to informally resolve the dispute have been unsuccessful, either Party may initiate litigation or other proceedings as deemed appropriate by such Party and as permitted by Legal Requirements and this Agreement.

Section 10.9 Continuation of Services During Disputes. Except to the extent the District terminates or suspends performance by the Architect of any Architectural Services pursuant to this Agreement, and regardless of any dispute(s) between the Parties related to or arising from this Agreement and/or the status of any proposed or pending attempts to resolve such dispute(s), the

Architect shall continue to provide the Architectural Services required pursuant to this Agreement and, except for the disputed amounts, the District shall continue to pay the Architect in accordance with this Agreement.

Section 10.10 No Implied Waiver. Neither the review or approval of any Architectural Services, nor payment by the District for any Architectural Services, shall be deemed or construed to constitute a waiver of any rights the District may have pursuant to this Agreement or as a waiver by the District of any cause of action arising out of the Architect's performance of this Agreement. Regardless of any such review, approval or payment, the Architect shall remain liable to the District in accordance with applicable Legal Requirements and this Agreement for all damages incurred by the District arising from the Architect's failure to perform any of the Architectural Services as required by this Agreement. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any applicable immunity to suit.

Section 10.11 Waivers Must Be In Writing. In order to be valid, the waiver by a Party of any breach or requirement of this Agreement must be in writing signed by that Party, and no waiver shall be deemed or construed to constitute a waiver of any preceding or subsequent breach of the same or any other requirement of this Agreement unless so specified in the signed writing. Absent a valid waiver, the failure of a Party at any time to require or enforce the performance of any requirement of this Agreement shall not be deemed or construed to preclude or limit the right of such Party to require performance of the same or other requirement at any time thereafter.

Section 10.12 Severability. If any Part, Section, Subsection, paragraph, sentence, clause or other provision of this Agreement is held by a court of competent jurisdiction to be, or for any other reason becomes, illegal, null or void, including, but not limited to, because the provision violates public policy, the remaining provisions of this Agreement shall not be affected thereby and shall continue in force and effect to the extent possible in light of the illegal, null, or void language.

Section 10.13 Survival of Terms. All representations and warranties of each Party, all obligations of a Party to indemnify, defend and hold-harmless the other Party with respect to acts or incidents occurring prior to completion of the Architectural Services required pursuant to this Agreement or earlier termination of this Agreement, and any other provisions herein which by their context and meaning are intended to so survive, shall survive completion of the Architectural Services and/or termination of this Agreement.

PART 11: MISCELLANEOUS

Section 11.1 Time of Essence. Time is of the essence with respect to this Agreement and each and every provision herein, including, without limitation, performance by the Architect of the Architectural Services and completion of the construction of the Project. The performance by Architect when due of each of the Architect's obligations pursuant to this Agreement, regardless of relative importance, shall be deemed and construed to be part of the material consideration owed to the District in exchange for entering into this Agreement.

Section 11.2 Force Majeure. Notwithstanding Section 11.1, the time for performance by the Architect of the Architectural Services shall be extended by the number of days such performance is delayed, if the delay is caused by: (i) unreasonable and unanticipated acts of any governmental entity having jurisdiction over some or all of the Architectural Services, the products thereof, or the construction of the Project; (ii) acts of nature, including, but not limited to, earthquakes, severe

inclement weather, wildfires, and floods not caused or resulting from the acts of any person; or (iii) other causes not within the reasonable control of the Architect and not due to the fault or negligence of the Architect. The Architect shall bear the burden of establishing reasonable justification for any requested extension of time.

Section 11.3 Giving Of Notice.

Subsection 11.3.1 General Requirements. Any and all notices and demands required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Section 11.3.

Subsection 11.3.2 Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with name and signature of recipient obtained on delivery receipt); (ii) registered or certified United States mail (postage pre-paid and return receipt requested); or (iii) FedEx, U.P.S. or other reliable, private delivery service (with name and signature of recipient obtained on electronic or other delivery receipt). Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed to be a material breach of such Party's obligations pursuant to this Agreement.

Subsection 11.3.3 Persons to Whom Notices Must be Sent. Notices sent to the District must be sent to each of the District Representatives specified in Exhibit D to this Agreement. Notices sent to the Architect must be sent to the primary Architect Representative specified in Exhibit D to this Agreement. A Party must give Notice of each change in the Party's address, person to whom attention should be directed, or other contact information specified in Exhibit D to this Agreement by giving notice in accordance with this Section 11.3. If any such information applicable to a Party changes, and the Party does not give notice of such change in accordance with this Section 11.3, any subsequent Notices addressed and delivered to that Party using the obsolete contact information shall be deemed and construed to have been given or served in accordance with Subsection 11.3.4, regardless of whether "actual receipt" has occurred, unless the sender has actual knowledge at the time of giving a Notice that the contact information is obsolete.

Subsection 11.3.4 Effect of Receipt. Except as provided in Subsection 11.3.3, a Notice shall be deemed given or served only upon actual receipt by the addressee. However, notwithstanding the foregoing, if any Notice is delivered after 4:00 p.m. Pacific Time on any day, the Notice shall be deemed to have been given or served as of 9:00 a.m. Pacific Time on the next subsequent business day. For purposes of this Agreement, a "business day" is any day that is not any of the following: (i) a Saturday or Sunday; (ii) a federal or State holiday; or (iii) with respect to the District's administrative personnel, a furlough day mandated by the State or the District Board.

Subsection 11.3.5 Applicability of Notice Requirements. The requirements of this Section 11.3 shall not be deemed or construed to apply to: (i) communications between the District and/or the Architect necessary for day-to-day administration of this Agreement or performance of the Architectural Services; or (ii) service of process in accordance with any applicable law or court rule.

PART 12: EXECUTION OF AGREEMENT

Section 12.1 Adequate Consideration. Subject to performance by each Party of its obligations pursuant to this Agreement, the respective rights and obligations of the Parties set forth in this Agreement shall be deemed and construed to constitute full and adequate consideration for this Agreement.

Section 12.2 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be detached from counterpart originals of this Agreement and combined with other counterpart originals of this Agreement to physically form one or more original copies of this Agreement containing the signatures of both Parties.

Section 12.3 Due Authority and Binding Effect. Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

Section 12.4 Signatures. The Parties have executed this Agreement as evidenced by the following signatures of their duly authorized representatives:

Chula Vista Elementary School District

By: _____
Oscar Esquivel, Deputy Superintendent

Approved as to Form
By: Atkinson, Andelson, Loya, Ruud & Romo, Attorneys for the Chula Vista Elementary School District

By: _____
Brian W. Smith, Legal Counsel

Name of Architects

By: _____

Print name: _____

Print Title: _____

Approved by Board of Education: January 23, 2019

EXHIBIT "A"
PROJECT AND PROJECT SITE

DESCRIPTION OF PROJECT

1. Project Name: Name of Project

2. Project Scope:

3. Construction Delivery Method:

4. Construction Contractor(s): To be determined through competitive bidding

5. Required Construction Commencement Date: mm/dd/yyyy

6. Required Construction Completion Date: mm/dd/yyyy

7. Program Budget:

8. Construction Budget: The initial construction budget (i.e., excluding soft costs) for the Project is $$

DESCRIPTION OF PROJECT SITE

The Project Site is real property located in the City of Chula Vista, County of San Diego, State of California, described as follows:

APN: ###-###-###

SITE DEPICTION

Insert Map

EXHIBIT "B"
SCOPE OF ARCHITECTURAL SERVICES

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) The Architect must determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies (e.g., California Department of Education ("CDE"), Office of Public School Construction ("OPSC"), DSA, California Department of Toxic Substances Control, Regional Water Quality Control Board, any city with competent jurisdiction ("City"), State Fire Marshal, County Fire Marshal, County Building/Grading Department, *et cetera*).

(2) Although the Architect shall be entitled, to the extent reasonable, to rely on information provided by the District, the Architect must review subsoil data, chemical, mechanical and other data logs of borings, *et cetera*, furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.

(3) The Architect must obtain a title report for the Project Site and determine scope and extent of any easements or other site limitations.

(4) The Architect must coordinate the design and the layout of the technology backbone system with the District's technology consultant, including, without limitation, determining locations and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.

(5) To the extent applicable, the Architect must provide services required to obtain necessary approvals from local agencies for any off-site work, including, but not limited to, review by governmental agencies having jurisdiction over the Project.

(6) The Architect must develop a grading and drainage plan and a site plan showing final development of the Project Site, which must include, but is not limited to, a horizontal and vertical control plan and a utility infrastructure plan.

(7) The Architect must: (i) document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work; and (ii) verify the capacity of all existing utilities on and at the Project Site.

(8) The Architect must: (i) chair, conduct and take minutes of coordination meetings with its consultants, to occur weekly during each design phase; (ii) invite the District and the District's consultants to participate in these meetings; and (iii) keep a separate log to document design/coordination comments generated in these meetings.

(9) Unless and until the responsibility is assigned to or assumed by a representative of the construction contractor or other person, the Architect must: (i) prepare and update a log of all meetings, site visits or discussions held in conjunction with the work on the Project (with

documentation of major discussion points, observations, decisions, questions or comments); and (ii) as log entries are finalized and/or distributed, furnish copies to the District for inclusion in the overall Project documentation.

(10) The Architect must utilize a standardized filing system as established (or approved) by the District.

(11) The Architect must, as applicable: (i) provide interior design and other similar services required for or in connection with color coordination, including, but not limited to, furnishings; and (ii) coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment.

(12) The Architect must: (i) prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals and funding from, as applicable, the DSA, the OPSC, State Allocation Board ("SAB"), the CDE, the State Fire Marshal and all other agencies exercising jurisdiction over the Project; (ii) prepare and submit any required applications, notices or certificates to public agencies as required by applicable Legal Requirements; and (iii) provide copies of all such documents to the District.

(13) The Architect must: (i) prepare all documentation performed pursuant to this Agreement with the assistance of Computer Aided Design Drafting ("CADD") technology using the AIA CAD Layering Convention; (ii) upon request of the District, provide a copy of the electronic design file to the District; (iii) upon request of the District, identify the tape and/or disc format and the name of the supplier of the software/hardware necessary to use the electronic design file; and (iv) sign and date each "hard" copy of reproducible documents depicted in the design file at the time those documents are provided to the District.

(14) The Architect must obtain approval from the Designated District Representative of prior phases of the Architectural Services before proceeding with each of: (i) the Schematic Design Phase; (ii) the Design Development Phase; (iii) the Construction Documents - 50% Phase; (iii) the Construction Documents - 75% Phase; (iv) the Construction Documents - Substantial Completion Phase; (v) the Construction Documents - Final Phase; and (vi) the Construction Documents - Contract Documents Phase. For purposes of the foregoing, the Architect must obtain approvals from District consultants or others as the District may reasonably require. The District may limit any such approval to particular aspects of the Architectural Services, for example, a particular approval may be limited to certain technical or aesthetic matters.

(15) The District and the Architect may, in the Project Initiation Phase or Architectural Program Phase, determine that the Project design will occur on the basis of Building Information Modeling ("BIM"). In such event, the District and the Architect shall, at the earliest practical time, meet and delineate the types of software to be used on the Project and establish protocols, standards, and tolerances as may be required for the proper execution of the Architectural Services. The District and the Architect shall work together to establish the permitted uses for all digital information, including, but not limited to, the model, to be exchanged on the Project. Such determination shall be set forth in a Scope Change Amendment, "BIM Addendum," or other document that shall be incorporated into all agreements for services or construction of the Project.

(16) Regardless of whether the District implements BIM in full for the Project as described in

Paragraph (15) of this Part A, the Architect must assist and cooperate with the District's efforts to transition the design, construction, operation and maintenance of the Project from one based on traditional design processes to one based on digital transfer of information, consistent with the following:

(i) With respect to drawings and other documentation to be provided to the District for its review, the Architect must provide the documentation in an electronic portable document format (i.e., PDF) or other format as agreed by the District that permits the District to enter "markup" comments electronically, directly on the document, for return to the Architect;

(ii) To the extent feasible and practical, the Architect must implement procedures and systems for electronic transmittal, receipt, storage and retrieval of invoices, submittals, reports, logs, and other Project-related documentation and records, including, without limitation, procedures to document information received by the Architect and retention of "as transmitted" copies of such information, procedures to ensure that all parties are working from the most recent version of particular documents, and procedures regarding who may access and modify documents;

(iii) In order to make field services by the Architect and the Architect Consultants more efficient, the procedures described in the foregoing clause (ii) must include, among others, procedures for field review of design-related documentation on iPads, tablet computers and similar devices in lieu of paper copies of the documents;

(iv) The Architect must implement such file transfer protocols ("FTP") as are reasonably acceptable to the District and that adequately provide for security of information and tracking (by, among other factors, entity, person, date and content) of changes made to the information;

(v) The Architect must coordinate with the District to establish the minimum software and systems requirements for design and FTP purposes, including, without limitation, to preclude loss of integrity of the information that might lead to errors and/or omissions in the information;

(vi) The Architect must coordinate its software and systems with those of the Architect Consultants, to ensure that all such software and systems are compatible with the minimum software and systems requirements;

(vii) The Architect must provide the minimum software and systems requirements, in writing, to the construction contractor(s) and must make efforts to confirm that contractor software and systems are compatible with the minimum software and systems requirements;

(viii) The Architect must provide all final plans and specifications, including as-built drawings and specifications, to the District in an electronic format, using an archive-quality CD or other storage medium approved by the District, to permit the District to download such information for facilities information modeling ("FIM") and other facilities construction, maintenance and operations purposes as determined by the District;

(ix) The electronic formats used by the Architect for storage and transfer of digital information to the District must not be locked or otherwise secured in such manner as will preclude use for FIM purposes or as will preclude easy migration in the future to upgraded or new software or systems; and

(x) To the extent agreed by the District in each particular situation, provision of digital information to the District in accordance with this Paragraph (16) may be in lieu of providing paper copies of documentation to the District as otherwise required by this Agreement.

(17) Upon request of the District, the Architect must attend and participate in District Board meetings relating to the Project, for purposes that may include, among others, describing or explaining to the District Board any particular aspects of the design of the Project and/or alternatives for design of the Project.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

(1) For purposes of this Agreement, "construction cost" means the total of any and all costs of the construction and equipping of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses (including, but not limited to, any application and processing fees), taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incidental to the Project. The term "construction cost" excludes property and similar taxes attributable to the Project Site, as well as furniture.

(2) The Architect shall prepare construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.

(3) The Architect shall at all times include in each estimate of construction cost: (i) a design contingency in an amount appropriate for the stage of design; and (ii) a construction contingency in such amount as agreed by the District.

(4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.

(5) The Architect shall ensure, consistent with the standard of care required pursuant to Section

3.1, that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, Legal Requirements and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within thirty days after the Effective Date, the Architect shall have completed all of the following:

(1) The Architect must meet with the District and its representatives to prepare a detailed task analysis and work plan ("Work Plan") to be documented in a computer-generated Project schedule. The Work Plan must identify: (i) specific tasks to be included in the Architectural Services, including, but not limited to, interviews, data collection, compliance with District filing standards, analyses, report preparation, planning, architectural programming, conceptual and schematic design preparation, and cost estimating; (ii) all milestone activities and/or dates; (iii) delegation of specific task responsibilities; (iv) required times for completion of specific tasks; and (v) additional definitions or descriptions of deliverables. The District will approve the final scheduling format based on data furnished by Architect.

(2) The Architect must review the Work Plan, as it is being developed, with the District and its representatives to familiarize them with the proposed tasks and schedule, develop necessary modifications, and prepare the final Work Plan.

(3) The Architect must participate in a "kickoff" meeting for the Project, to be attended by the Architect, the Architect's consultants, and District staff. During such meeting, the Architect shall complete all of the following:

(i) The Architect must facilitate the introduction of all key "team" members to each other and establish and describe each member's roles and responsibilities relative to the Project;

(ii) The Architect must review and explain for the benefit of all team members: (a) the overall goals for the Project; (b) the general approach to performance of the Architectural Services; and (c) the Work Plan, including, without limitation, all specific tasks, procedures and deliverables;

(iii) Based on input from others at the meeting, the Architect must determine whether any adjustments or fine tuning of the Work Plan is required and what those adjustments or fine tuning should be; and

(iv) The Architect must identify and review any pertinent information and/or documentation required for completion of the Project that reasonably must be provided by the District.

(4) The Architect must, upon receiving draft minutes of the Project kickoff meeting prepared by the District and/or its representatives, review and provide comments on the draft minutes to the District.

(5) The Architect must: (i) prepare a preliminary analysis of the feasibility of completing the Project

within the construction and total budgets, based on best available information and recent trends in construction industry costs; (ii) provide the preliminary analysis to District; and (iii) consult with District as to the content and results of preliminary analysis. The District, in its sole discretion may, but in no event shall be required to, adjust the construction and or total Project budgets based on the Architect's preliminary analysis.

D. ARCHITECTURAL PROGRAM (A.K.A. PRE-DESIGN) PHASE

Commencing as of the Effective Date, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable Legal Requirements; and complete design checklist as provided or approved by the District; and take all other necessary actions in accordance with the following:

(1) The Architect must identify critical issues affecting Project completion and certification, significant site considerations, applicable planning and zoning requirements, applicable code requirements, applicable fire and life safety requirements, sanitary and storm sewer service requirements, electrical power service and requirements, heating, ventilating and air conditioning requirements, natural gas availability and requirements, and domestic and fire water service requirements.

(2) If requested by the District, hold or participate in a reasonable number of community information/PTA meetings at locations designated by the District.

(3) Conduct Architectural program meetings with a Project committee or specific individuals as determined by the District.

(4) The Architect shall review with the District alternative approaches to the design and construction of the Project (including, among others, a review of its proposed approaches to all mechanical, electrical and plumbing (collectively, "MEP") designs with the District's Maintenance and Operations Department), and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.

(5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the District and, if one, the Construction Manager; estimates are to be based on the developed functional Architectural programs as approved by the District.

(6) Estimates prepared by Architect:

(i) All costs are to be based on available current bid or quotation prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid (if applicable) and construction dates are to be as approved by the District and its representatives.

(ii) Contingencies for design, bidding (if applicable) or construction, if included in the estimate, are to be included as individual line items, with the percentage and basis for calculation clearly identified.

(iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) using Construction Specification Institute (CSI) categories and standards.

(iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

(v) To the extent the Project will include "new construction," the Architect must submit for District consideration a unit cost breakdown for three types of new building cost models, ranging from a low end per square foot cost, to high end per square foot cost. To the extent the Project will include installation of relocatable buildings, the Architect must submit for District consideration a unit cost breakdown for the relocatable building cost models, ranging from a low end per square foot cost, to high end per square foot cost. In either case, the unit costs must not include the site work, the construction contractor's overhead and profit, or general conditions costs. (Include separate columns for additional upgrades, condition-assessment scope, and possible condition-assessment reduction credits). To the extent the Project will include installation of relocatable buildings, the Architect must provide a cost estimate for permanent and/or modular building cost models, if requested by the District.

(vi) All Architect Consultants must participate in the program meetings and must provide input and feedback into the development of the cost estimate.

E. SITE MASTER PLANNING (A.K.A. CONCEPTUAL DESIGN) PHASE

Commencing as of the Effective Date, the Architect shall review the District's existing Master Facilities Plan and educational specifications; prepare a new Master Site Plan configuration for the proposed facility, taking into account the Master Facilities Plan and the educational specifications; and take all other actions necessary to develop the Project vision, strategy and concepts, in accordance with the following:

(1) Assist the District in conducting initial, intermediate and final parent meetings to solicit feedback, comments, and concerns from the community.

(2) Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, Architect shall design the foundation of the Project in accordance with recommendations of a soil report provided by the District. Architect must notify the District a sufficient time in advance of the need for the soil report so the District will have adequate time to prepare the soil report for Architect's use.

(3) Review the visually-observable existing conditions of the proposed site, together with any available reports or other documentation regarding the proposed site. Compare to the District's condition assessment and provide recommendations of possible additional or deductive condition assessment work for District review and approval.

(4) Analyze the proposed site existing conditions relative to potential effect on master planning

circulation, access, parking, constructability, facility expansion and future development potential.

(5) Review proposed plans and confer with, as applicable, the City and/or the County to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to city services or governance.

(6) Develop a Master Site Plan showing in detail the concepts underlying and elements of the proposed facility and its supporting elements of site development, including, but not limited to, the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

(7) Update District educational specifications, at the grade level(s) applicable to the Project, for submittal to the CDE.

F. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design study consistent with the requirements of this Part F as follows:

(1) Architectural:

(i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

(ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

(iii) Identify proposed roof system, deck, insulation system and drainage technique.

(iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including, but not limited to, property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line.

(v) Building design shall conform to all adopted energy regulations.

(vi) Identify minimum finish requirements, including, but not limited to, ceiling, floors, walls, doors, windows, and types of hardware.

(vii) Identify code requirements, include occupancy classification(s) and type of construction.

(2) Structural:

(i) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.

(ii) Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

(3) Mechanical:

(i) Calculate block heating, ventilation and cooling loads, including, but not limited to, skin versus internal loading.

(ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

(iii) Show selected system on drawings as follows:
- (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
- (c) Schematic piping.
- (d) Temperature control zoning.

(4) Electrical:

(i) Calculate overall approximate electrical loads.

(ii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

(iii) Show system(s) selected on drawings as follows:
- (a) Single line drawing(s) showing major distribution system.
- (b) Location and preliminary sizing of all major electrical systems and components, including, but not limited to: (1) Load centers; (2) Main panels; and (3) Switch gear.

(iv) Identify and define the scope of the technology backbone system.

(5) Civil:

(i) Development of on-site, and coordination with off-site, utility systems such as sewer, water, storm drain, firewater lines, and fire hydrants.

(ii) Identify surface improvements, including, but not limited to, roadways, parking (with assumed wheel weights), preliminary finish grades and drainage.

(iii) Coordinate finish floor elevations with architectural site plan.

(6) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(7) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list in developing the Project design and specifications.

(8) Schematic Estimates:

(i) The estimate must consist of unit costs applied to the major items and quantities of work. The unit costs shall reflect the complete, direct and current cost of work. For purposes of the foregoing, "complete" means cost of labor, materials, waste allowance, sales tax and subcontractor mark-up. General conditions shall be applied separately. The estimate must be prepared by specification section and summarized by CSI category.

(ii) The estimate must separately itemize the Project's building cost from site and utilities costs. Architect must submit the cost estimating format, in advance, for review and approval by the District.

(iii) The estimate must be priced based on current market conditions, and must incorporate all adjustments, as appropriate, relating to possible inflationary increases to mid-point of construction, contingency, and cost index (e.g., Lee Saylor Index).

(9) Meetings:

(i) During the Schematic Design Phase, the Architect and the Architect Consultants shall meet to address specific design issues and to facilitate the decision-making process.

(ii) The Architect must give notice of each such meeting to, and shall coordinate with, the District so that District representatives may attend and participate in the meeting.

(iii) If District representatives intend to attend any such meeting, and unless agreed otherwise by the District, each such design meeting shall be held at the District's administrative offices.

(iv) The Architect and necessary Architect Consultants shall attend and participate in as many design meetings as necessary to fully consider or resolve particular design issues.

(v) Documented decisions made at such design meetings and subsequently approved by the District shall be binding, and any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(10) Deliverables (provide electronic copies to the District in the format required by the District):

(i) Schematic design study and submittal package.

(ii) Construction cost estimate appropriate for completed Schematic Design Phase.

(11) Presentation:

(i) At a meeting to be coordinated and scheduled by the Architect, the Architect and applicable Architect Consultants must present the detailed schematic design and concepts to the District and review such design with the District.

(ii) The Architect, at no additional cost to the District, must revise the schematic design and concepts within program parameters, until a final schematic design and concepts have been accepted and approved by the District.

(12) Project Termination:

Upon completion of the Schematic Design Phase, whether with or without approval of the detailed schematic design, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect and without need for any cause, and, in such event, the Architect shall be entitled to compensation only for the Schematic Design Phase and other services completed prior to the effective date of the termination.

G. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and consistent with the requirements of this Part G as follows:

(1) Architectural:

(i) Scaled, dimensioned floor plans with final room locations, including, but not limited to, all openings.

(ii) 1/8” scale building sections showing dimensional relationships, materials and component relationships.

(iii) Identification of all fixed equipment to be installed in contract.

(iv) Site plan completely drawn with beginning notes and dimensions, including, but not limited to, grading and paving.

(v) Preliminary development of details and large scale blow-ups.

(vi) Legend showing all symbols used on drawings.

(vii) Floor plans identifying all fixed and major movable equipment and furniture.

(viii) Further refinement of schematic design outline specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

(ix) Typical reflected ceiling development, including, but not limited to, ceiling grid and heights for each ceiling to be used, showing: (a) light fixtures; (b) ceiling registers or diffusers; and (c) access panels.

(x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(2) Structural:

(i) Structural drawing with all major members located and sized.

(ii) Establish final building and floor elevations.

(iii) Preliminary specifications.

(iv) Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center.

(3) Mechanical:

(i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

(ii) Major mechanical equipment should be scheduled indicating size and capacity.

(iii) Ductwork and piping should be substantially located and sized.

(iv) Devices in ceiling should be located.

(v) Legend showing all symbols used on drawings.

(vi) More developed outline specifications indicating quality level and manufacture.

(4) Electrical:

(i) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including, but not limited to, proposed lighting levels for each usable space(s).

(ii) All major electrical equipment should be scheduled indicating size and capacity.

(iii) Complete electrical distribution, including, but not limited to, 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.

(iv) Legend showing all symbols used on drawings.

(v) More developed outline specifications indicating quality level and manufacture.

(vi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

(i) Further refinement of schematic design drawings of on-site, and coordination with off-site, utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

(ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements, including but not limited to: 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) Accommodation of Clash-Detection Comments:

At each stage during the Design Development Phase, the Architect shall consider any and all comments from the District, the construction contractor, or others involved with the Project in regard to their clash-detection efforts. To the extent clashes are identified, the Architect shall incorporate revisions to the plans and specifications to accommodate and resolve such clashes.

(8) Design Development Estimate:

(i) The estimate must be a more refined and detailed estimate than the schematic design estimate, and must include detailed unit costs for individual items of materials, labor and equipment. Sales tax, contractor's mark-ups, construction management fee (if any), and general conditions must be separately listed. The estimate must be prepared by specification section and summarized by CSI category.

(ii) The estimate must separately itemize the Project's building cost from site and utilities costs.

(iii) The estimate must be priced based on current market conditions, and must incorporate all adjustments, as appropriate, relating to possible inflationary increases to mid-point of construction, contingency, and cost index (e.g., Lee Saylor Index).

(9) Meetings:

(i) During the Design Development Phase, the Architect and the Architect Consultants shall meet to address specific design issues and to facilitate the decision-making process.

(ii) The Architect must give notice of each such meeting to, and shall coordinate with, the District so that District representatives may attend and participate in the meeting.

(iii) If District representatives intend to attend any such meeting, and unless agreed otherwise by the District, each such design meeting shall be held at the District's administrative offices.

(iv) The Architect and necessary Architect Consultants shall attend and participate in as many design meetings as necessary to fully consider or resolve particular design issues.

(v) Documented decisions made at such design meetings and subsequently approved by the District shall be binding, and any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(10) Deliverables (provide electronic copies to the District in the format required by the District):

(i) Rendered perspective drawings.

(ii) Color and materials boards/samples.

(iii) Design development-level drawings.

(iv) Outline of technical specifications.

(v) Construction cost estimate as described in Paragraph (8) of this Part G.

(vi) Design checklist.

(11) Presentation:

(i) At a meeting to be coordinated and scheduled by the Architect, the Architect and applicable Architect Consultants must present the detailed design development drawings and concepts to the District and review such drawings and concepts with the District.

(ii) The Architect, at no additional cost to the District, shall revise the design development drawings and concepts within the program parameters, until final design development drawings and concepts have been accepted and approved by the District.

(12) Project Termination:

Upon completion of the Design Development Phase, whether with or without District approval of the design development drawings and concepts, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect and without need for any

cause, and, in such event, the Architect shall be entitled to compensation only for the Design Development Phase and other services completed prior to the effective date of the termination.

H. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare construction documents based on the Design Development Phase documents approved by the District and take other necessary actions in accordance with all of the following:

(1) As described in more detail in this Part H, the Architect must prepare construction documents for the Project, including, but not limited to, complete working drawings and specifications setting forth the work to be done and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, electrical, utility-service-connected equipment, site work and other components of the Project. The construction documents must include such scope and detail as reasonably will be sufficient for purposes of constructing the Project in a cost-efficient manner, and must comply in all respects with applicable building codes and other Legal Requirements.

(2) The Architect must coordinate the development of all drawings and specifications, whether developed directly by the Architect or through any Architect Consultant.

(3) Meetings:

(i) During the Design Development Phase, the Architect and the Architect Consultants shall meet to address specific design issues and to facilitate the decision-making process.

(ii) The Architect must give notice of each such meeting to, and shall coordinate with, the District so that District representatives may attend and participate in the meeting.

(iii) If District representatives intend to attend any such meeting, and unless agreed otherwise by the District, each such design meeting shall be held at the District's administrative offices.

(iv) The Architect and necessary Architect Consultants shall attend and participate in as many design meetings as necessary to fully consider or resolve particular design issues.

(v) Documented decisions made at such design meetings and subsequently approved by the District shall be binding, and any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

(4) During each phase of the development of the construction documents, the Architect shall consider any and all comments from the District, the construction contractor, or others involved with the Project in regard to their clash-detection efforts. To the extent clashes are identified, the Architect shall incorporate revisions to the construction documents to accommodate and resolve such clashes.

(5) At the end of each of the Construction Document - 50% Phase, Construction Document - 75% Phase, Construction Document - Substantial Completion Phase, Construction Document -

Approval Phase, and Construction Document - Contract Documents Phase, submit to the District a statement summarizing any and all authorized changes made to the construction documents from the immediately prior submittal and the cost impact of such changes on the previously approved construction budget. If no program changes occur, but costs are shifted between disciplines, identify shifts for District review.

(6) Construction Documents - 50% Phase:

(i) Architectural:
- (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
- (c) Architectural details and large blow-ups started.
- (d) Well developed finish, door, and hardware schedules.
- (e) Development of site utility plans should be underway.
- (f) Fixed equipment details and identification started.
- (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

(ii) Structural:
- (a) Structural floor plans and sections complete, with detailing well advanced.
- (b) Structural footing and foundation plans, and floor and roof framing plans complete, with detailing well advanced.
- (c) Completed cover sheet with general notes, symbols and legends.

(iii) Mechanical:
- (a) Mechanical calculations substantially completed with all piping and ductwork sized.
- (b) Large scale mechanical details should be underway.
- (c) Mechanical schedule for equipment substantially developed.

(iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls, and development of fixture schedule and lighting details should be underway.
- (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well advanced.
- (c) All electrical equipment schedules should be underway.
- (d) Special system components should be approximately located on plans.
- (e) Layout of the technology backbone system, including, but not limited to, equipment room layouts, raceway and conduit routing and outlet locations, should be completed.

(v) Civil:

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

(vi) Landscape:

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

(vii) Estimate:

Update and refine the cost estimate prepared during the Design Development Phase. Also provide an estimate categorized by trade or, if applicable, bid packages.

(viii) Specifications:

(a) Substantially complete development and preparation of technical specifications, using CSI formatting, and describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

(b) To the extent the Project is subject to competitive bidding of prime contract(s), then, unless the District has determined that an exception within the scope of Public Contract Code Section 3400(c) exists, any material, product, thing or service that is identified in the specifications by brand name must be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

(c) To the extent the Project is subject to competitive bidding of prime contract(s), the specifications must not contain any other restrictions that will limit competitive bids in any manner contrary to Public Contract Code Section 3400.

(d) Provide copy of specifications to District and review specifications with District, and, at no additional cost to the District, make such corrections to the specifications as directed by the District.

(7) Construction Documents - 75% Phase:

(i) Architectural:

(a) Substantially complete site plan.

(b) Substantially complete floor plan, elevations and sections.

(c) Architectural details and large blow-ups near completion.

(d) Finish, door, and hardware schedules substantially complete, including, but not limited to, details.

(e) Site utility plan substantially complete.

(f) Fixed equipment details and identification substantially complete.

(g) Reflected ceiling plan substantially complete.

(h) Provide Finish Schedule (with exception of colors) identifying type of material and textures on walls, floors, doors, *et cetera*. Architect to recommend color selection for approval by the District.

(i) Provide all equipment catalog cuts.

(ii) Structural:

Completed structural plans and sections, with detailing well advanced.

(iii) Mechanical:

(a) Mechanical load calculations complete and all piping and ductwork sized.
(b) Large scale mechanical details should be substantially complete.
(c) Mechanical schedule for equipment substantially complete.

(iv) Electrical:
(a) Lighting, power, signal and communications plans should reflect all switching and controls.
(b) Fixture schedule(s) should be substantially complete.
(c) Distribution information on all power consuming equipment; lighting and device branch wiring should be substantially complete.
(d) All electrical equipment schedules should be substantially complete.
(e) Special system components should be located on plans.

(v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

(vii) Testing:

Statement of requirements for testing and inspection services needed for compliance with construction documents and applicable codes.

(viii) Estimate:

Update and refine the estimate prepared in the 50% construction document phase.

(8) Construction Documents - Substantial Completion Phase:

(i) Architectural:
(a) Site plan completed.
(b) Floor plans, elevations and sections completed.
(c) Architectural details and large blow-ups completed.
(d) Finish, door and hardware schedules (including, but not limited to, all details) completed.
(e) Site utility plans completed.
(f) Fixed equipment details and identification completed.
(g) Reflected ceiling plans completed.

(ii) Structural:
(a) Structural plans and sections, including, but not limited to, all detailing, completed.
(b) Structural calculations completed.

(iii) Mechanical:

(a) Large scale mechanical details completed.

(b) Mechanical schedules for equipment completed.

(c) Electrical schematic for environmental cooling and exhaust equipment completed.

(d) Energy conservation calculations and report completed.

(iv) Electrical:

(a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.

(b) Distribution information on all power consuming equipment, including, but not limited to, lighting, power, signal and communication device(s) branch wiring completed.

(c) All electrical equipment schedules completed.

(d) Special systems components plans completed.

(e) Electrical load calculations completed.

(v) Civil:

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

(vi) Specifications:

(a) Complete development and preparation of technical specifications, using CSI formatting, and describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project; including, without limitation, specifications prepared by others.

(b) To the extent the Project is subject to competitive bidding of prime contract(s), then, unless the District has determined that an exception within the scope of Public Contract Code Section 3400(c) exists, any material, product, thing or service that is identified in the specifications by brand name must be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

(c) To the extent the Project is subject to competitive bidding of prime contract(s), the specifications must not contain any other restrictions that will limit competitive bids in any manner contrary to Public Contract Code Section 3400.

(d) Provide copy of specifications to District and review specifications with District, and, at no additional cost to the District, make such corrections to the specifications as directed by the District.

(vii) Estimate:

Update and refine the estimate prepared during the 75% construction document phase.

(9) Construction Documents - Approval Phase:

(i) To the extent required, submit complete applications for approval of the construction documents to the DSA and other governmental and/or quasi-governmental agencies with competent jurisdiction over some or all of the Project.

(ii) At no additional cost to the District, revise drawings and specifications in response to plan-check comments from agencies and as necessary to obtain all required approvals.

(iii) At no additional cost to the District, revise drawings and specifications in response to back-check comments from agencies and as necessary to obtain all required approvals.

(iv) Update and refine the construction documents as otherwise deemed necessary or appropriate.

(v) Upon obtaining all required approvals from DSA and other agencies, update and refine the estimate prepared during Construction Documents - Substantial Completion Phase to provide a final estimate of total construction cost for the Project.

(v) Upon obtaining written approval from District of the final construction-cost estimate, deliver to the District a complete set of the documents, with applicable Architect and Architect Consultant State-license stamps, including, but not limited to (a) original tracings of all drawings, and (b) technical specifications, on reproducible masters, and in CSI format.

(10) Construction Documents - Contract Documents Phase:

(i) The Architect shall prepare the project manual, working drawings, specifications, scope summaries, and other documents for the Project as are necessary and convenient to provide for the contracting for construction of the Project (other than the "front-end" bidding and/or contract forms and other documents to be provided by the District). The Architect must conform all such documents that it is to provide with the applicable construction-delivery method and the front-end documents provided by the District.

(ii) The Architect shall submit the documents required pursuant to the foregoing clause (i) to the District for review and approval by the District, and Architect shall respond to, and shall revise such documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

(iii) Upon obtaining written approval from District of the Project manual and related documents, deliver to the District a complete set of the contract documents in reproducible form.

(iv) The District will reproduce the contract documents for purposes of distribution to bidders (if applicable) and contractors.

(11) NPDES Permit and SWPPP.

(i) Unless the responsibility has been assigned to, or assumed by, another District consultant, the Architect, acting directly or through its civil engineering consultant, shall assist the District with respect to:

(a) Obtaining any required coverage for the Project, from the State Water Resources Control Board, under the applicable National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity ("General Permit"); and

(b) Complying with any and all the requirements of the applicable Regional Water Quality Control Board.

(ii) The Architect's responsibilities pursuant to the foregoing clause (i) shall include, but not be limited to, preparing and filing the required "Permit Registration Documents," which includes a Notice of Intent, a Storm Water Pollution Prevention Plan ("SWPPP"), and other compliance-related documents, and, upon completion of the Project, filing of a Notice of Termination.

(iii) The Architect shall be responsible for preparation of the SWPPP consistent with the requirements of the General Permit, and for preparing a water quality management plan ("WQMP"), so that the District may provide copies of the WQMP to the City or other local governmental entity with competent jurisdiction.

(iv) The District shall require that the applicable construction contractor:

(a) Keep copies of the General Permit and SWPPP at the Project Site and make those available during construction activities to operating personnel; and

(b) Provide the annual certification that construction activities are in compliance with the requirements of the General Permit and the SWPPP.

(v) Any failure by the Architect to comply with its obligations pursuant to this Paragraph (11) shall result in the Architect being responsible for reimbursing the District for all penalties, fines or other monetary damages that may be imposed on the District for violation of the General Permit as are attributable to such failure.

(12) Deliverables (provide digital copies to the District in the format required by the District):

(i) Submittals to District required at Construction Documents - 50% Phase.

(ii) Submittals to District required at Construction Documents - 75% Phase.

(iii) Submittals to District required at Construction Documents - Substantial Completion Phase.

(iv) Submittals to District required at Construction Documents - Approval Phase.

(v) Submittals to District required at Construction Documents - Contract Documents Phase.

(vi) Copies of all NPDES Permit-related and SWPPP-related documents.

(vii) Design checklist.

(13) Project Termination:

Upon completion of the Construction Document Phase, whether with or without District approval of the final drawings and specifications, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect and without need for any cause, and, in such event, the Architect shall be entitled to compensation only for the Construction Document Phase and other services completed prior to the effective date of the termination.

I. CONTRACTOR SELECTION PHASE

To the extent any portion of the Project will be subject to competitive bidding of the prime contract(s) (or as provided in Paragraph (8) of this Section), the Architect shall assist the District in accordance with the following:

(1) The Architect shall review and provide comments regarding the bidding procedures to be implemented by the District and the general provisions of the construction contract.

(2) The District shall compile and print the bid documents using documents provided by the Architect and the District, distribute the bid documents to contractors interested in bidding on the Project, and direct the obtaining of bids.

(3) The District, if and as applicable, shall publish the invitation(s) to bid in the appropriate regional trade papers and publications targeting Disabled Veterans Business Enterprises ("DVBE") and shall prepare and submit the appropriate documentation to the OPSC evidencing compliance with the DVBE requirements of Education Code Section 17076.11.

(4) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect.

(5) In the event any matter is identified that requires interpretation of the drawings or specifications, including, without limitation, by means of any Request for Information submitted by a prospective bidder or proposer, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District. The Architect must respond and issue each such addendum in a timely and expeditious manner, in order to avoid any adverse impact or delay in regard to the bidding or proposal process.

(6) In accordance with any applicable procedures or requirements set forth in the contract documents, the Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

(7) If at any time the total of the lowest responsible and responsive bid(s) for the Project (or total of all proposals as may be authorized by law), together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the Architect, in consultation with the District and at no additional cost to the

District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the approved construction budget. In so revising the plans and specifications, the Architect shall exercise its best professional judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the approved construction budget.

(8) If the Project will be completed using the lease-leaseback construction delivery method, then the foregoing requirements of the Contractor Selection Phase shall be reasonably construed to apply to whatever bidding, proposal or quotation process, if any, the District requires in connection with the Project.

J. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon notice from the District that it has awarded a contract for construction of some or all of the Project, and shall provide Construction Phase services in accordance with the following:

(1) The Architect shall furnish all necessary additional drawings for supplemental, clarification and/or correction purposes and for change orders to the work. The Architect shall provide such drawings at no additional cost unless determined to be an additional service requested or required by the District. The Architect shall submit proposed wording for change orders to the District for approval.

(2) The Architect must review and approve or take other appropriate action in regard to contractor submittals (including, but not limited to, shop drawings, data, samples and change orders) for purposes of determining whether the submittals conform to the drawings, specifications and other requirements applicable to the Project (including, without limitation, the design concepts expressed in the contract documents). The Architect must take action on any particular submittal within a reasonable time, not in excess of ten calendar days following receipt by the Architect, in order to avoid any unreasonable delay in the work on the Project, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In exceptional situations, the submittal review period may be extended by giving notice to the contractor and the District, but in no event shall the review period associated with a single, particular submittal exceed twenty-one calendar days from the receipt by the Architect.

(3) The Architect must respond to all Requests for Information, Requests for Clarification, and similar requests in a timely and expeditious manner so as not to adversely impact or delay the progress of construction.

(4) Drawings or change orders required due to actions of the District or due to unforeseen conditions, which result in a need for services that are beyond the scope of the Architect's responsibilities pursuant to this Agreement, shall be considered extra services.

(5) The Architect shall coordinate and schedule with the District, the inspector of record, and others as appropriate, as many visits to the Project site by the Architect and applicable Architect

Consultants as reasonably may be necessary to resolve discrepancies in the contract documents and to monitor the progress of the work on the Project.

(6) The Architect shall visit the Project site as many times as may be necessary to become generally familiar with the progress and quality of the work being performed, to determine in general that the work will be in accordance with the contract documents upon completion, and to otherwise comply with its obligations pursuant to CCR Title 24, other applicable Legal Requirements and this Agreement. Subject to the foregoing, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect shall on a regular and reasonable basis keep the District informed of the progress and the quality of the work. The Architect shall endeavor to discern any defects or deficiencies in the work, and shall give notice to the District of any defects or deficiencies in the work that the Architect may observe. The foregoing shall not be construed to require that the Architect guarantee the performance by any contractor providing services in connection with the Project.

(7) The Architect shall prepare as-built drawings to record changes made during the construction of the Project based on information provided by the construction contractor and changes indicated in applicable architectural field orders, change orders, *et cetera*. The Architect must deliver the as-built drawings, in CAD format and specifying the version of CAD used to produce such drawings, to the District upon completion of the construction, and such delivery shall be a condition precedent to the District's approval of the final payment to the Architect.

(8) Except to the extent provided in the plans and specifications, the Architect shall neither be responsible for, nor have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project.

(9) The Architect shall not be responsible for the negligent acts or omissions of the contractors or others performing any of the work on the Project, or for any contractor's failure to carry out its work in accordance with the contract documents.

(10) The Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.

(11) Notwithstanding the foregoing or anything else, the Architect shall implement and adhere to all policies, procedures and timelines set forth in the District's construction contract, general conditions and related documents for the Project, including, without limitation, all procedures for review and approval of payment applications and claims.

(12) Following acceptance of the work by the District, the Architect shall upon request of the District provide architectural-engineering advice regarding start-up, break-in and/or debugging of facility systems and equipment and/or any apparent deficiencies in construction of the work.

K. PROJECT CLOSE-OUT PHASE

As a condition precedent to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project, and the District shall have obtained DSA and other applicable close-out certifications or approvals of the Project, in accordance with the following:

(1) The Architect, in accordance with all governmental requirements and District direction, must prepare an emergency evacuation plan or, if applicable, revise or update an existing emergency evacuation plan, to illustrate exit routes and gathering locations. Such plan must be capable of being reproduced on 8 ½ by 11-inch paper, so that it can be posted at various locations at the school after completion of the Project, and it must be legible and easily comprehensible at such scale. To the extent necessary, the emergency evacuation plan must be divided into logical components, with each component set forth on a different sheet. At the District's option, the evacuation plan must illustrate some or all of the buildings, courtyards, athletic and play fields, and other areas at the school, and the District also may require that the plan illustrate building and room numbers. The Architect must consult with the District to ensure that the evacuation plan identifies appropriate evacuation routes and gathering locations.

(2) One purpose of the Project Close-Out Phase is to make the Architect responsible for submitting any and all documentation required to obtain DSA certification or other documentation that the Project has been duly-completed, commonly referred to as "close-out" of a project, including, without limitation, requesting that the District provide any documents not available to the Architect, but within the control of the District or its consultants, such as the Project Inspector. The Architect shall perform such obligations in accordance with the following:

(i) Architect shall perform all actions within its control as are necessary for the District to obtain final close-out approval for the Project from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. If any action necessary to obtain DSA close-out approval is not within the Architect's control, the Architect must immediately provide written notice thereof to the District, so that the District and Architect may work together to cause such action to be completed.

(ii) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.

(iii) Architect shall provide written reports to the District not less than once every week during the Project Close-Out Phase detailing the issues and progress of the close-out of the Project.

(iv) The Architect must provide to the District copies of all documents submitted to the DSA or other governmental agencies in connection with close-out of the Project.

L. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

(1) Ground contamination or hazardous material analysis.
(2) Any asbestos testing, design or abatement.
(3) Environmental impact report.
(4) Historical significance report.
(5) Soils investigation.
(6) Geotechnical hazard report.
(7) Topographic survey.

EXHIBIT "C"
ADDITIONAL ARCHITECTURAL SERVICES

In accordance with Section 2.8 of this Agreement, Additional Architectural Services may include, but are not limited to, the following:

A. Revisions: Making revisions to the plans, drawings, specifications, project manual, or other documents when such revisions are:

(i) Inconsistent with written approvals or written instructions previously given by the District; or

(ii) Required by the enactment, revised interpretation, or revision by governmental entities having competent jurisdiction of codes, laws or regulations of mandated applicability to the Project that occurred subsequent to the preparation of such documents and that Architect could not reasonably have anticipated would occur.

B. Project Changes: Except as required pursuant to this Agreement, providing services required to accommodate optional changes in the Project requested by the District after completion of the Construction Documents Phase, including, but not limited to, changes in the size, quality, or complexity of the Project, or the method of bidding or negotiating and contracting for construction.

C. Default: Except as provided in this Agreement and except for construction monitoring and review and processing of change orders, submittals, claims and other documentation in accordance with the District's contract with the construction contractor, providing services made necessary by the default or termination of the construction contractor, by defects or deficiencies in the work of the construction contractor resulting in the District declaring to the construction contractor and its performance-bond surety that the construction contractor is in breach of its contract with the District, or by material failure of performance by the District, construction contractor or others performing services or providing work on the Project.

D. Claims: Except for review and processing of claims in accordance with the District's contract with the construction contractor, providing services in connection with claims submitted by the construction contractor or others, such as assistance with or testimony in any associated litigation or arbitration.

E. Hearings, Proceedings: Except as required pursuant to this Agreement, providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.

F. Providing Other Consultants: Providing services of any consultant other than as required pursuant to this Agreement.

G. Post Completion/Extended Construction: Except as required pursuant to this Agreement, providing services (other than Project Close-Out Phase services) at any time more than 180 days after the date the Project was to have been fully completed, as established by the District's contract with the construction contractor, if the delay in completion was not attributable in whole or in part to the Architect or any Architect Consultant.

EXHIBIT "D"
PARTY CONTACT INFORMATION AND LISTING OF DESIGNATED REPRESENTATIVES

Architect Contact Information (including for purposes of Section 11.3):

Name of Project
Name and address of contact

Designated Architect Representatives:

Primary Contact Name and Title:	Name
Limitation(s) on Authority:	Has full authority for implementation and management of day-to-day activities associated with the Project, and is the primary Architect contact person for purposes of this Agreement and the Project.
Secondary Contact Name and Title:	Name
Limitation(s) on Authority:	Has full project authority and is a secondary Architect contact person for purposes of this Agreement and the Project.

District Contact Information (including for purposes of Section 11.3):

Chula Vista Elementary School District
Attn: Oscar Esquivel, Deputy Superintendent
84 East J Street
Chula Vista, CA 91910

Designated District Representatives:

Primary Contact Name and Title:	Rodolfo "Rudy" Valdez-Romero, Director of Maintenance and Operations
Limitation(s) on Authority:	Has full Project authority, subject only to District Board approval of agreements, change orders, et cetera, and is the primary District contact person with respect to administration of this Agreement. Authority includes, but is not limited to, management of day-to-day planning, design and construction operations.
Secondary Contact Name and Title:	Carolyn Scholl, Facilities Planning Manager
Limitation(s) on Authority:	Has full Project authority, subject only to District Board approval of agreements, change orders, et cetera, and is the secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.
Tertiary Contact Name and Title:	Oscar Esquivel, Deputy Superintendent
Limitation(s) on Authority:	Has full Project authority, subject only to District Board approval of agreements, change orders, et cetera; is the primary Designated District Representative for purposes of notices and other communications pursuant to Section 11.3; is the Designated District Representative who will sign any and all agreements associated with the Projects; and is the tertiary District contact person in the event the primary and secondary contacts are unavailable or in other extraordinary circumstances.

EXHIBIT "E"
APPROVED ARCHITECT CONSULTANTS

STRUCTURAL
KNA Consulting Engineers
9931 Muirlands Boulevard
Irvine, CA 92618
Contact: Larry Kaprielian, Principal
(949) 462-3200, Ext. 105
LKaprielian@KNAconsulting.com

CIVIL
Cross Civil Engineering
4653 Carmel Mountain Road
Ste. 308
San Diego, CA 92130
Contact: Jeff Cross, P.E.
(858) 519-7783
jeff@crosscivilengineering.com

ELECTRICAL
FBA Electrical Engineers
150 Paularino Avenue, Suite A120
Costa Mesa, CA 92626
Contact: Stephen R. Zajicek, Principal
(949) 852-9995
stevez@fbaengr.com

MECHANICAL & PLUMBING
Zero & Associates
711 West 17th Street, Suite D-6
Costa Mesa, CA 92627
Contact: Larry Zero
(949) 515-4333
zeroassoc@aol.com

LANDSCAPE
MM+LA Associates
1982 White Birch Drive
Vista, CA 92081
Contact: Brandt Maughan
(760) 525-2343
bmaughan@mmlandarc.com

INTERIOR
In-House

FOOD SERVICE
Dieli Murawka Howe
6154 Mission Gorge Road, Suite 222
San Diego, CA 92120
Contact: Richard Dieli
(619) 285-1189
rdieli@dmhfoodservicedesign.com

COST ESTIMATION CONSULTANT

EXHIBIT "F"
ARCHITECT COMPENSATION

A. Basic Architect Fee: The Basic Architect Fee shall be determined as a percentage of the total actual cost to construct the Project as determined in accordance with this paragraph ("Adjusted Cost"). For such purposes, the Adjusted Cost of the Project shall: (i) include the total actual amount payable to the contractors constructing the Project, as adjusted pursuant to their contracts with the District; (ii) include the costs of general conditions (i.e., costs of things and services needed to support construction of the Project that are not themselves direct costs of construction) if the Project is constructed using the CM-Multiprime construction delivery method; (iii) include all fees paid to the construction manager if the Project is constructed using the CM-Multiprime construction delivery method; and (iv) exclude any and all costs to construct the Project attributable to errors or omissions of the Architect or for which the Architect is responsible pursuant to this Agreement. In addition, in no event shall the Adjusted Cost of the Project include any construction contingency or allowance for the Project, unless and until the contingency or allowance has been expended. From time to time and prior to final payment, the amounts paid to the Architect pursuant to this Agreement shall, as necessary, be adjusted based on reconciliation of: (i) all amounts then paid to date to the Architect; and (ii) the Basic Architect Fee calculated at such time in accordance with this Paragraph A. Subject to the foregoing, the Basic Architect Fee shall be calculated as follows:

(i) Nine percent (9%) of the portion of the Adjusted Cost up to and including the first $500,000; **plus**

(ii) Eight and one-half percent (8-1/2%) of the portion of the Adjusted Cost, if any, that is over $500,000 and up to and including $1,000,000; **plus**

(iii) Eight percent (8%) of the portion of the Adjusted Cost, if any, that is over $1,000,000 and up to and including $2,000,000; **plus**

(iv) Seven percent (7%) of the portion of the Adjusted Cost, if any, that is over $2,000,000 and up to and including $6,000,000; **plus**

(v) Six percent (6%) of the portion of the Adjusted Cost, if any, that is over $6,000,000 and up to and including $10,000,000; **plus**

(vi) Five percent (5%) of the portion of the Adjusted Cost, if any, that is over $10,000,000.

For purposes of illustration only, and assuming an Adjusted Cost of $24,500,000, the Basic Architect Fee would be calculated pursuant to this Paragraph A as follows:

	Portion of Adjusted Cost ($)		**Percent**		**Basic Fee ($)**
(i)	500,000	x	9.0	=	45,000
(ii)	500,000	x	8.5	=	42,500
(iii)	1,000,000	x	8.0	=	80,000
(iv)	4,000,000	x	7.0	=	280,000
(v)	4,000,000	x	6.0	=	240,000
(vi)	14,500,000	x	5.0	=	725,000
				Total:	$1,412,500

Notwithstanding the foregoing or anything else to the contrary, and as noted in Exhibit A to this

Agreement, the design of Name of Project shall, to the maximum extent reasonably possible, be based on the design for the Edgemont Elementary School previously prepared by the Architect. Upon completion of the Schematic Design Phase of the Project, the Parties shall determine the extent to which the schematic design reuses the design of the Edgemont Elementary School. If a significant portion of the Edgemont Elementary School design is reused, the Parties shall attempt to agree on a discount in the Basic Architect Fee to accommodate the reuse. If the Parties are not able to agree on such discount, the District may terminate this Agreement for its convenience.

B. Architect Payment Milestones: Subject to all provisions of Part 5 of this Agreement, the amount of each monthly invoice submitted by the Architect shall be based on a reasonable determination by the Parties regarding the Architectural Services that have been completed to date, with any particular milestone payment described below in this paragraph due only upon full completion of the Architectural Services for such milestone. Notwithstanding anything to the contrary, all Architectural Services required to achieve a particular milestone shown below must be fully and satisfactorily completed before the Architect may receive any payment attributable to any subsequent milestone.

Milestone	**% of Basic Fee Due**
Conceptual Design Phase Complete:	1% cumulative
Schematic Design Phase Complete:	11% cumulative
Design Development Phase Complete:	26% cumulative
Construction Document - 50% Phase Complete:	41% cumulative
Construction Document – Substantial Completion Phase Complete:	61% cumulative
Construction Document - Project Approval Phase Complete:	66% cumulative
Contractor Selection Phase Complete:	71% cumulative
Construction Phase 50% Complete:	81% cumulative
Construction Phase 100% Complete:	91% cumulative
Close-Out Phase Complete (other than DSA close-out):	93% cumulative
Close-Out Phase Complete (including DSA close-out):	100% cumulative

C. Approved Reimbursable Expenses: Reimbursable Expenses must be approved in advance by the District as provided in Section 5.3 of this Agreement.

D. Schedule of Hourly Rates for Architectural Services:

The rates set forth in the following schedule shall apply with respect to compensation for Architectural Services determined on an hourly-rate basis in accordance with this Agreement. Such hourly rates shall remain in effect for one year from the Effective Date, and may be adjusted as agreed by the Parties on each anniversary of the Effective Date during the term of this Agreement. Not all categories of hourly rates need apply to the Project.

Employee Type	Rate
Principal	200.00
Principal Architect/Director of Design	170.00
Director of Construction	160.00
Project Manager	150.00
State Agency Liason	150.00
Construction Administrator	120.00
Assistant Project Manager	120.00
Job Captain	110.00
Designer	105.00
Marketing	95.00
Senior CADD Operator	90.00
Construction Coordinator	80.00
DSA Coordinator	75.00
CADD Operator	75.00
Administration/Secretarial	65.00

EXHIBIT "G"
WAIVER AND RELEASE FORMS

CONDITIONAL WAIVER AND RELEASE OF CLAIMS

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information
Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:
Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions
This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature
Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

EXHIBIT "G"
WAIVER AND RELEASE FORMS

UNCONDITIONAL WAIVER AND RELEASE OF CLAIMS

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

EXHIBIT "H"
REQUIRED INSURANCE COVERAGES

The insurance policies that the Architect, as a minimum, must obtain and maintain pursuant to Part 6 of this Agreement include the following:

(1) Liability Insurance. The Architect shall obtain and maintain until at least one year after final payment to the Architect pursuant to this Agreement a policy or policies of broad-form commercial general liability and property insurance for the Project, written on an "occurrence" basis, each providing coverage with a combined single limit of not less than $1,000,000 for all activities conducted by Architect pursuant to this Agreement ("Liability Policy"). If any aggregate limit applies (whether products/completed operations or all other loss), not less than $2,000,000 shall apply specifically to this Agreement for the Project. Any self-insured retention shall be permitted only with the express written consent of the District given in its sole discretion. The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The Liability Policy shall name the District and each of the District Agents as an additional insured and shall include coverage as appropriate to protect the interests of the District, the District Agents and the Architect, which, at a minimum, shall include coverage for property damage (including pollution liability), injury to any person (including death), contractual liability assumed by the Architect pursuant to Section 6.1, premises, operations, and products and completed operations liability.

(2) Vehicle Liability Insurance. The Architect shall obtain and maintain until at least sixty days after final payment to the Architect pursuant to this Agreement a policy of business vehicle liability insurance with a combined single limit of not less than $1,000,000 per occurrence ("Vehicle Liability Policy"). If any aggregate limit applies, not less than $1,000,000 shall apply specifically to this Agreement. The Vehicle Liability Policy shall name the District and each of the District Agents as an additional insured, and shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District and the District Agents. The Vehicle Liability Policy must include coverage for owned, hired, and non-owned vehicles.

(3) Workers' Compensation Insurance. The Architect, at all times during the term of this Agreement and as otherwise required by applicable Legal Requirements, shall maintain workers' compensation insurance in accordance with Section 3700 *et seq*. of the Labor Code. The Architect shall also obtain and maintain during the term of this Agreement a policy of employers' liability insurance with limits of not less than $1,000,000 per incident.

(4) Professional Liability Insurance. The Architect shall obtain and maintain during the term of this Agreement a policy of professional liability insurance for the Project with a combined single limit of not less than $2,000,000 per claim ("Professional Liability Policy"). The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Architectural Services pursuant to this Agreement. The Professional Liability Policy shall provide or be endorsed to provide that not less than $2,000,000 of any applicable aggregate coverage limit shall be dedicated for and apply specifically to this Agreement and for the Project and, if any aggregate limit is less than such amount or otherwise is not available to satisfy such requirement, the aggregate limit must be increased by endorsement or otherwise as necessary to provide such coverage.

EXHIBIT "I"
CERTIFICATION REGARDING FINANCIAL INTERESTS IN ROOF PROJECTS

District: Chula Vista Elementary School District

Project: Name of Project

Architect: Name of Architects

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, and to the best of the undersigned's knowledge and belief, that all of the following is true and correct:

(i) I am is a duly authorized representative of the Architect and, in that capacity, I have executed this Certification Regarding Financial Interests in Roof Projects ("Certification") on behalf of the Architect; and

(ii) The Architect is aware of and understands Public Contract Code ("PCC") Section 3000 *et seq.*, including, specifically, the obligations set forth in PCC Section 3006, which are the obligations that this Certification is intended to address; and

(iii) The Architect acknowledges that, for all purposes of this Certification except clause (i) herein, each reference to the Architect shall be deemed and construed to be references to the Architect as an entity and, in addition, to any and all of the Architect's owners, principals, officers, employees of the Architect who: (1) have a current license issued by the State of California; and (2) will provide any services specifically for or in connection with the Project; and

(iv) The Architect understands and acknowledges that, for all purposes of this Certification: (1) the term "roof project" shall have the meaning set forth in Subdivision (f) of PCC Section 3000; (2) the term "person" shall have the meaning set forth in Subdivision (b) of PCC Section 3006; and (3) the term "roof project contract" shall mean the contract for the Project if it or any portion of the Project constitutes a roof project; and

(v) I have checked the box for whichever of the statements below is the applicable, true, and correct statement with respect to the Architect and the Project (check only one box below):

❒ Neither the Project nor any portion of the Project constitutes a roof project; or

❒ To the extent the Project or some portion of the Project is a roof project: (1) the Architect has not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract; and (2) the Architect does not have, and throughout the duration of the roof project contract for the Project will not have, any financial relationship in connection with the performance of the roof project contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed pursuant to clause (vi) of this Certification; and

(vi) The Architect has the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person (each an

"Associate") in connection with the roof project contract (if no relationships, specify "N/A in the first blank below; attach separate sheet(s) if more than one relationship):

Associate Name: _____

Associate Address: _____

_____

Nature of Relationship: _____

_____

_____

_____

Notice: *In accordance with Subdivision (c) of PCC Section 3306, any person who knowingly provides false information or fails to disclose a financial relationship as required by Section 3306 shall be subject to a civil penalty in an amount up to one thousand dollars ($1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.*

Signed and certified on behalf of the Architect by:

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

EXHIBIT "J"

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

District: Chula Vista Elementary School District

Project: Name of Project

Architect: Name of Architects

The undersigned, subject to penalty for perjury, hereby certifies to the District that: (i) the undersigned is a duly-authorized representative of the Architect and, in that capacity, has executed this certification on behalf of the Architect; and (ii) the option checked below relating to the Architect's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

❒ The Architect is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

❒ The District has exempted the Architect from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

❒ The maximum total amount payable to the Architect in connection with the Project, as of the date of this certification, does not exceed $1,000,000.

Notice: *In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.*

Signed and certified on behalf of the Architect by:

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____