



ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS ("RFQ") ARCHITECTURAL SERVICES

FOR

MEASURE "AVH" BOND PROGRAM

RFQ #1/25-26

RFQ Date: September 4, 2025

DUE Date: September 25, 2025

**ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT
ARCHITECTURAL SERVICES POOL
FOR MEASURE “AVH” BOND PROGRAM
RFQ #1/25-26**

SCHEDULE

EVENT	DATE
Release of RFQ:	Thursday, September 4, 2025
RFQ Questions / Clarifications Due:	Thursday, September 18, 2025; 2:00 p.m.
Answers to RFQ Questions / Clarifications:	Monday, September 22, 2025; 2:00 p.m.
Proposal Due Date:	Thursday, September 25, 2025; 2:00 p.m.
Interviews (if necessary):	Wednesday, October 1, 2025
Board of Trustees Approval:	Thursday, October 16, 2025

Submit one (1) original hardcopy and one (1) electronic copy on USB drive of qualifications by hand or courier delivery service to:

Antelope Valley Union High School District
Measure AVH Bond Program
Attention: Joy Jacobs, Bond Program Project Coordinator
176 Holston Drive
Lancaster, CA 93535
Ref.: RFQ No. 1/25-26

I. PURPOSE

The Antelope Valley Union High School District (the “District”) requests that qualified firms, partnerships, corporations, associations, persons, or professional organizations (“Firm(s)”) submit a statement of proposal/qualifications (SOP/Q”) for professional Architectural Services for District-wide modernization, new construction, and facilities master planning for potential projects supported by the Antelope Valley Union High School District Bond Measure AVH.

The District’s objective is to obtain qualifications from qualified Architectural Firms with experience including: educational specifications, design standards, updated facilities master plans, sustainability standards and basic design services such as architectural planning, programming, pre-design, design, construction administration and closeout services. A pool of qualified firms will be selected for future consideration to provide architectural services for future projects. This RFQ defines the architectural services sought from the eventual Project architect(s) (“Architect”) and generally outlines the Project requirements.

Architectural Firms currently in the District’s existing pool of Architects, Board Approved February 15, 2024, will automatically be placed in the pool under the existing term, and are not required to respond to this RFQ.

II. INTRODUCTION

The District is a public K-12 school district located in the cities of Lancaster, Palmdale and their immediate suburbs, Los Angeles County, California. Currently, the District operates eight (8) comprehensive high schools, three (3) alternative high schools, and one (1) early college high school in partnership with Antelope Valley Community College. Future projects shall be funded by Bond Measure AVH, a general obligation fund of \$398M approved in 2024. For additional information concerning the Measure AVH Bond program please see:

<https://www.avdistrict.org/community/2024bond>.

III. DISTRICT GUIDELINES AND EXPECTATIONS

This RFQ is not a formal request for bids or an offer by the District to contract with Firm(s) responding to this RFQ. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQ as necessary. All materials submitted to the District in response to this RFQ shall remain the property of the District. The District also reserves the right to seek proposals from, or to contract with, any Firm not participating in this process. The District shall not be responsible for the costs of preparing any proposal in response to the RFQ. Responses received from this RFQ will be used by the District to inform any adjustments or changes to the Architectural Services Agreement attached hereto as Attachment “A”. The agreement is subject to review and negotiations relative to the professional services provided and subject to final review and approval of the District’s legal counsel.

Firms must have extensive experience in the construction of public-school facilities in California, and extensive experience as a public school district representative, working with contractors and other school facility related consultants, establishing project scope, project budgets, and bidding

procedures under both Public Contract Code and alternative construction delivery methods, including lease-leaseback.

Firms interested in submitting proposals are directed to make personal contact only with the Bond Program Project Coordinator, identified herein, and should not contact the District Board of Trustees members, the Superintendent, Assistant Superintendents, any member of the Citizens' Oversight Committee, or any other officials or staff of the District. The District may reject proposals if a Firm or its representatives make direct contact with the District.

In the spirit of total transparency, the District requires the submitting firm to include in their proposal a Financial Interest Certification stating that no member of the team has had any financial interest or business relationship with the District Board members or staff. By submitting this certification, the submitting firm agrees to the posting of this information to the public through the proposal. Refer to Attachment "B" of this RFQ.

Firms must disclose any relationship with the District and execute the Conflict of Interest Statement included with this RFQ. Refer to Attachment "C" of this RFQ.

IV. TERM

The District reserves the right to select one or more architectural firms for design services which are considered the most qualified to meet or exceed the District's design, budget, and schedule requirements for the best value at the lowest cost and highest quality. The pool of Architectural firms selected per this RFQ shall be valid for a period of five (5) years.

V. QUESTIONS/REQUESTS FOR INFORMATION

All questions and requests for explanations or clarifications pertaining to this RFQ must be submitted in writing via email and must be received NO LATER than 2:00 p.m. on Thursday, September 18, 2025, to Joy Jacobs, Bond Program Project Coordinator at joy.jacobs@fonder-salari.com. Questions and Answers will be issued as an addendum to the RFQ on the date and time listed in the above RFQ schedule. All addenda will be posted to the District website.

VI. SUBMISSION DEADLINE

Respondents to this RFQ shall mail or deliver one (1) original hardcopy of qualifications package and one (1) electronic copy on a USB flash drive, **NO LATER than 2:00 p.m., Thursday, September 25, 2025** to:

Antelope Valley Union High School District
Measure AVH Bond Program
Attention: Joy Jacobs, Bond Program Project Coordinator
176 Holston Drive
Lancaster, CA 93535
Ref.: RFQ No. 1/25-26

VII. SCOPE OF SERVICES

The selected Architect team(s) shall provide the scope of services that includes full architectural services through all phases of the relevant Project(s) that meets the Project(s) budget and schedule. The Architect team shall carry out the responsibilities briefly delineated in the scope of services set forth below and on the form of AGREEMENT, Attachment "A". Such services shall be performed consistent with the highest standard of care for professionals performing similar scopes of services.

The Architect team shall, as a minimum, undertake the following responsibilities, and any additional responsibilities reasonably necessary and customarily provided by an architectural services team conducting business in the Los Angeles Area:

- A. Educational Specifications Services: Completion of Educational Specifications in accordance with each the following:
 - 1. California Code of Regulations Title 5, Sections 14001(a) + 14030(a) (See <https://www.cde.ca.gov/ls/fa/title5regs.asp>)
 - 2. California Department of Education publication "Educational Specifications, Linking Design of School Facilities to Educational Program", prepared by the School Facilities Planning Division, California Department of Education, 721 Capital Mall, Sacramento, California, 94244 Phone: (916) 322-2470. For a copy of the document see <https://www.cde.ca.gov/ls/fa/documents/edspecs.pdf>
- B. Facilities Design Guidelines (FDG) Services: Completion of Facilities Design Guidelines (FDG).
 - 1. The purpose of the FDG is to standardize the design documents, technical specifications, and detail drawings for architects, consultants, construction managers and contractors for the design and construction of all AVUHSD capital projects. AVUHSD's intent is to inform the preparation of construction drawings and specifications and related documents by defining minimum quality standards through a set of design guidelines and building requirements. AVUHSD also seeks to build cost-effectively without restricting the designer's vision for innovation.
 - 2. The FDG are not designs nor specifications and architect consultants, construction managers and/or contractors engaged by AVUHSD shall remain fully responsible and liable for their designs and construction, regardless of the extent to which the FDG is used or followed in the project, and regardless of any approvals or acceptance of design or construction documents by AVUHSD or its personnel. Architects, consultants, construction managers, contractors and any others using the FDG will be required to inform the District in writing of any errors and/or conflicts between the FDG, code requirements and/or best industry practice.
 - 3. Other AVUHSD documents which may be referenced by the FDG may include but are not limited to the Educational Specifications and the Updated Facilities Master Plan.
- C. Basic Design Services
 - 1. Pre-Design and Programming Services

- Collect and analyze data to complete a preliminary space program referencing the District's educational specifications as well as meeting with District's Program Manager(s), Assistant Superintendent Business Services and staff, neighborhood organizations, and upper-level District administrators for programming guidance.
 - Develop an architectural program; perform pre-design investigations to establish appropriate guidelines around which and within which the Project(s) is to be designed; identify design issues; review all pertinent data including DSA codes, surveys, site maps, geotechnical reports, etc.
 - Participate in a series of workshops with the District's Authorized Representative to review and develop District specifications.
 - Develop, review, and reconcile the construction cost budget within the parameters of the construction budget.
2. Schematic Design Phase, Design Development Phase, and Development of Construction Documents
- Review and validate existing conditions at the proposed site as well as as-built documentation of the relevant existing facilities and utilize these in the preparation of the design documents.
 - Develop alternative programming design concepts (at least three unique designs) and prepare programming design documents including cost estimate and basis of design.
 - Develop and finalize the chosen schematic design, including cost estimate and basis of design, and identify milestone activities and dates.
 - Prepare outline specifications of proposed architectural, structural, mechanical, and electrical materials, systems, and equipment and their criteria and quality standards.
 - Revise the construction cost budget for the Project(s), subject to specified conditions including schematic estimates, design development estimates, and escalation.
 - Basic design phase services shall include at minimum the following disciplines: Civil, Structural, Architectural (including landscaping and hardware specialist), Mechanical–HVAC, Plumbing, Electrical, Telecommunications (voice, video and data), Fire Protection, Security, Food Service, Acoustical, Independent Cost Estimator, and all other upper-division disciplines necessary for a complete facility. The Architect as part of these services shall provide topographic and civil surveys by a licensed surveyor.
 - From accepted deliverables, prepare design development and construction document design from all professional disciplines necessary to deliver the Project(s), including without limitation: complete site plans, scaled floor plans, structural drawings, elevations, mechanical load calculations, mechanical equipment and electrical fixture locations and schedules, refined utility, landscaping and access improvements; identify all fixed equipment to be installed in Project(s).

- The Architect team will use CHPS standards as a guideline while designing buildings that require minimal maintenance and long-term (50 year) durability.
 - Coordinate efforts with CEQA consultant(s), legal, and other District-hired consultants. Provide supporting documentation required for CEQA process.
 - Submit design documents to District, DSA, and other government entities and/or utility providers as required for plan checks and approvals.
 - Assist the District in Bid Phase by preparing addenda and other documents as required; review and assist District with construction bid contracts and documents.
 - Participate in estimating, scheduling, constructability review and planned maintenance meetings.
 - Participate in community meetings, such as, town hall, discussions, Board presentations, etc.
3. Construction Administration and Close-out Phase
- Work closely with the District's Program Manager(s) and Assistant Superintendent Business Services throughout the construction of the facilities. Provide construction administration support through submittal review, response to contractor request for information, review the work for conformance to quality standards and assist with construction completion and acceptance.
 - Without additional compensation, correct or revise any errors or omissions in Architect's studies, reports, projections, master plans, design, drawings, specifications, and other services for District review.
 - Comprehensive project documentation, to include the following:
 - Digital photographic documentation of the construction process progressively and at selected milestones;
 - High definition video documentation of selected dynamic events;
 - Live, streaming fixed view and/or adjustable view camera footage via webcam of selected areas of the construction site, including still image captures and time lapse video capabilities;
 - Documentation inclusive of electronic indexing, navigation, cloud-based hosting, storage and remote access, as applicable, throughout construction;
 - Contractor support, security of information and technological requirements related to the documentation;
 - Qualifying credentials required for submittal.
 - Review contractor submitted change orders.
 - Prepare record drawings from contractor as-built documents. Provide PDF drawings of as-built drawings as part of closeout.
 - Review contractor submitted closeout documents.
 - Assist the District with the preparation of all required agency and governmental close out documentation.
 - Obtain, prepare, coordinate and submit documents as required for DSA review and final certification of projects.

D. District Design Standards

1. Draft and provide comprehensive design standards for entire Bond Program needs based on the input from the District and Bond Program Management team and in accordance with the District's visions and educational master plan.
 2. Assist Bond Program Management team with developing design criteria and project specific design standards as needed.
 3. Assist Bond Program Management team with conceptual design for programming purposes as needed.
- E. Master Planning
1. Provide or revise the existing Master Plan, as needed. Master planning to be in alignment with the District's educational standards and strategic plan. The Architect shall utilize the findings of the upcoming Facilities Needs Assessments being performed by a separate consultant. Master Plan to cover high level budget, phasing, and future projects to cover ranges of the next 3, 5, and 10 years.
- F. Meetings
1. Throughout each Project, a series of meetings in each phase of the Project shall be required and Architect shall attend, take part in, and, when indicated, conduct such meetings. The number of meetings will be specific to each Project and delineated in the form of AGREEMENT. The number of meetings required for Projects identified in will be delineated in the form of AGREEMENT, attached hereto at Attachment "A".

VIII. SELECTION CRITERIA

An evaluation committee, consisting of designated consultants and other District personnel will select the firm(s) to be used by the District. All proposals will be evaluated based on the following criteria:

- A. Experience, qualifications, and resources
- B. Fee competitiveness
- C. Staff capacity, depth, and workload
- D. Nature and quality of the firm's completed work
- E. Ability to meet budgets and timelines established by the District
- F. Ability to address each of the program needs of the District
- G. Ability to provide superior support in construction and multiple project coordination
- H. Understanding of the District's educational goals, objectives, and management methods
- I. Professional excellence and demonstrated competence
- J. Training and experience of key personnel
- K. Reliability and continuity of the firm
- L. References
- M. Location of the firm's offices
- N. Interview/presentation (if required), which shall be made by the same project team personnel who will be assigned to the project(s)

- O. If applicable, visual presentation of firm's concept(s) for integrating new facilities on existing school(s)
- P. Other considerations deemed relevant by the District

IX. REQUIRED SUBMITTAL FORMAT

Proposals shall be in 8½ x 11-inch format, limited to thirty (30) pages; single sided, not including cover letter, tabs, resumes, and any required documents. Each architectural firm shall submit one (1) original hardcopy, tabbed according to the format below, and one (1) electronic copy in PDF formatting on a USB flash drive containing of the submitted proposal **NO LATER than 2:00 p.m., Thursday, September 25, 2025**. Please label the outside of the package – "RFQ No. 1/25-26 Qualifications for Architectural Services".

All Proposals shall be delivered to the District contact and address as indicated within this RFQ. It is the sole responsibility of each firm to ensure all Proposals are delivered and received by the District in a timely manner. Any Proposals received at the designated location after the scheduled time shall be returned.

A. Letter of Intent

1. Provide a letter of introduction signed by an authorized officer of the architectural services company. If the architectural services company is a joint venture, duplicate the signature block and have a principal or officer also sign on behalf of each party to the joint venture.
2. Include a brief description of why your firm is well suited for and can meet the District's needs.

B. Table of Contents

A table of contents of the material contained in the Response should follow the Letter of Intent.

C. Firm Information

1. Include name of firm, address, telephone number, fax number, type of firm (i.e., corporation, partnership, etc.), California Registration Number and name of principal contact. Provide a brief history of the organization, including:
 - A brief description and history of the firm, including number of years the firm has been in business and date firm was established under its given name. Whether the organization has gone by a different name while under substantially the same management.
 - Type of organization/business structure (ownership, legal form, i.e. corporation, partnership, etc., and senior officials of company). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage interest of each firm.

- Location of office where project team members will complete the design and manage the project(s).
- List of basic services provided by firm
- List of additional services provided by firm
- How sub-consultants will be utilized and to what extent work will be performed in-house.

D. Project Approach and Firm Qualifications

1. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule to meet the District's goal of moving projects into construction within the earliest possible timeframe.
2. A brief written summary of the firm's philosophy related to the planning and design of K-12 Project(s).
3. Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three school projects awarded in the last five (5) years. Include at least two examples of school facility modernization projects.
4. Describe your firm's approach to quality control / assurance procedures, including coordination of design disciplines and DSA final certification.
5. Describe the approach to compliance with Program requirements and conformance with Federal/State/Local applicable code requirements.
6. Describe your firm's experience with construction cost reduction measures such as, but not limited to, value engineering in design and construction.
7. Describe how your firm has incorporated the use of energy savings in design and your experience with sustainable design, LEED and CHPS (Collaborative for High Performance Schools) in the context of similar facilities.
8. Describe your experience designing joint use facilities, such as multipurpose buildings/gymnasiums.
9. Describe how your firm approaches modernizations versus new construction projects?
10. Demonstrate your firm's flexibility in adapting to the changing needs and priorities of a K-12 school district.
11. Describe your experience with DSA and working within the DSA processes.
12. Identify established methods and approaches utilized by your firm to successfully meet completion deadlines, providing examples demonstrating effective use of stated methods and approaches.
13. Provide a statement of your work plan including your firm's present workload and number of current projects, and where possible, projected workload for the period in question, which should include available staff.

E. Relevant K-12 Project Experience and References

Provide information about prior services/designs prepared by your firm in the last ten (10) years on K-12 educational projects. Include the following information:

1. Provide at least two (2) examples of projects that have been phased during school occupancy while conducting renovation and new construction.
2. Provide at least two (2) examples of projects that included completion of Educational Specifications for a K-12 District in the State of California.
3. Provide at least two (2) examples of projects that included completion of District Design Standards for a K-12 District in the State of California.
4. Provide at least two (2) examples of projects that included updating a Facilities Master Plan for a K-12 District in the State of California.
5. Identify the last five (5) K-12 educational projects your firm has designed that have been completed, including whether projects were closed out with DSA successfully.
6. Provide a list of the following for each project noted above:
 - project name, type, program, and location
 - beginning and end dates of project (including construction)
 - specify role of firm or individual if work was not exclusively by the firm (i.e., joint venture, association).
 - approximate square footage
 - date of each project Notice of Completion and DSA final certification
 - approximate number of RFI's and Change Orders of each project
 - original budget, bid amount, and final amount at close-out
 - key individuals of the firm involved and their roles in the project
 - any sub-consultants that worked with the firm
 - references that include district name, name of contact person, title, telephone number, and email address
 - note all projects adhering to CHPS or LEED criteria

F. Architect Team Summary and Qualifications

The selected architectural services company shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for architectural services as described herein.

1. Identify key members within your architectural firm that you would assign to the Architect team and their roles. Include, at a minimum: Principal-in-Charge; Architect(s); Project Engineer(s); and Construction Administrator. List license numbers, dates, and office addresses. Resumes shall include specific qualifications and recent related experience providing similar services for the scope of work identified in this RFQ.
2. Identify roles and qualifications of sub-consultants, if any. Note: firm(s) selected for inclusion in the District's pool of architects for the Bond Program will be required to demonstrate long term relationships with any sub-consultants and submit resumes and recent project experience where the sub-consultant was utilized as part of any response to any subsequent Requests for PROPOSALS for specific projects under the Program.
3. Each PROPOSAL must include evidence that the architectural services company is legally permitted and properly licensed for the scope of work for which the PROPOSAL is submitted and conduct business in the State of California.

4. The District expects that the team shall remain intact through the duration of the Project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

G. Litigation History & Conflict of Interest

1. Provide a comprehensive five (5) year summary of the firm's litigation, arbitration, and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome. A PROPOSAL failing to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.
2. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have the potential to conflict with the Firm providing Services to the District. Firms cannot submit, propose, bid, contract, sub-contract, consult, or have any other economic interests in any project to which Firm may provide Services.

H. Fees

1. Provide detailed information on your billing practices (i.e. lump sum, other), including reimbursable cost categories and hourly billing rates by position for additional services.
2. Provide detailed information on your firm's practices concerning discounted fees if selected as Architect.

I. Attachments & Addenda

1. For information only: Attachment A – "Sample Architectural Services Agreement"
2. Provide an executed copy of Attachment B – "Financial Interest Certification"
3. Provide an executed copy of Attachment C – "Statement of Non-Conflict of Interest"
4. Provide an acknowledgement of each addendum issued to the RFQ

X. ADDENDUM/WITHDRAWAL

A firm who has submitted a PROPOSAL may submit an addendum to such PROPOSAL at any time up to the official closing date for the receipt of PROPOSALS. The last submission shall supersede and invalidate all previous submissions by that firm as it applies to this RFQ. No oral or telephonic PROPOSALS or modifications will be considered.

A firm may withdraw its PROPOSAL at any time up to the official closing date for the receipt of PROPOSALS. The withdrawal shall be in writing, bearing the signature of the person who submitted the PROPOSAL.

XI. NON-OBLIGATION

This Request for Proposals and Qualifications shall not be construed to create an obligation on the part of the District to enter into a contract with any firm. This request is an information

solicitation of proposals and qualifications only. The District reserves the right to reject any and all proposals or to accept the proposal that, in the judgment of the District, is in its best interest.

The District reserves the right, at its sole discretion, to modify RFQ requirements, cancel the selection process, amend the schedule.

Proposers shall not be reimbursed for any costs associated with the preparation of proposals in response to this RFQ.

XII. INSURANCE

Firms must have the ability to secure the insurance coverage listed below and, on a Certificate acceptable to the District. A Certificate of Insurance must be filed with the District's Executive Director of Construction Services, prior to execution of the contract. Such insurance shall be required throughout the term of the contract.

- A. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- B. Commercial General Liability insurance, written on an "occurrence" basis, which shall provide coverage for all damages because of bodily and personal injury, death, and property damage with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and FOUR MILLION DOLLARS (\$4,000,000.00) aggregate.
- C. Automobile Liability Insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per accident for bodily injury and property damage, including:
 1. Owned, non-owned, and hired vehicles;
 2. Blanket contractual;
 3. Broad form property damage;
 4. Products/completed operations; and
 5. Personal injury
- D. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of the agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of the agreement adjusted for inflation. In the event the Architect subcontracts any portion of the Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. District reserves the right to seek higher limits for high risk projects (non-standard use, etc.)
- E. Valuable Document Insurance. The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

- F. The Commercial General Liability Insurance and Comprehensive or Business Automobile Liability Insurance policies shall be endorsed to include the District, its officers, agents, employees, and representatives as additional insureds.
- G. The policies shall be primary insurance to any other insurance available to the District, with respect to any claims arising out of the contract. The insurance shall apply separately to each insured against whom a claim is brought.
- H. All policies shall be endorsed to provide thirty (30) days advance written notice to the District of cancellation, non-renewal, or reduction in coverage.
- I. Certificates of insurance in the form and with insurers satisfactory to the District, evidencing all coverage above, shall be furnished to the District during the selection and negotiation process.

ATTACHMENT A
SAMPLE AGREEMENT FOR ARCHITECTURAL SERVICES

Architectural Services Agreement is forthcoming and will be issued via Addendum.

EXHIBIT “A”

ARCHITECT’S FEE SCHEDULE (for New Construction*,)**

1. Nine percent (9%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$45,000.00)
2. Eight and one-half percent (8 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$42,500.00)
3. Eight percent (8%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$80,000.00)
4. Seven percent (7%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$280,000.00)
5. Six percent (6%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$240,000.00)
6. Five percent (5%) of the PROJECT’s Computed Cost, as defined herein Exhibit “A,” in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

****For the installation of portable and/or relocatable buildings,** the ARCHITECT’s Fee shall be determined as follows: four percent (4%) of the cost of the factory-built portable/relocatable building(s) plus the cost of all other labor and/or materials necessary to install the factory-built portable/relocatable building(s) at the PROJECT site as applied to the fee schedule detailed in items (1) through (6) above, with the exception of any costs for change orders resulting from the errors and omissions on the part of the ARCHITECT.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager’s fees and/or general conditions will only be included in the total Computed Cost used to calculate the ARCHITECT’s fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager’s fees or general conditions shall not be included in the total Computed Cost used to calculate the ARCHITECT’s fee.

EXHIBIT “A” (cont.)

ARCHITECT’S FEE SCHEDULE (for Reconstruction/Modernization*)

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$60,000.00)
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$57,500.00)
3. Eleven percent (11%) of the next one million dollars (\$1,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$110,000.00)
4. Ten percent (10%) of the next four million dollars (\$4,000,000.00) of Computed Cost as defined herein Exhibit “A.” (Maximum of \$400,000.00)
5. Nine percent (9%) of the next four million dollars (\$4,000,000.00) of Computed Cost. (Maximum of \$360,000.00)
6. Eight percent (8%) of the PROJECT’s Computed Cost, as defined herein Exhibit “A,” in excess of ten million dollars (\$10,000,000.00).

***Computed Cost:** The Computed Cost shall be the acceptable estimate of Construction Cost to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders, with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

If the PROJECT is using the multiple-prime delivery method of construction, the Construction Manager’s fees and/or general conditions will only be included in the total Computed Cost used to calculate the ARCHITECT’s fee only if agreed upon in writing by the DISTRICT. Absent any written agreement, the Construction Manager’s fees or general conditions shall not be included in the total Computed Cost used to calculate the ARCHITECT’s fee.

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

1. **PROPOSAL ACCEPTANCE** Proposals for services and/or work (both referred to herein as “work”) are subject to acceptance by the signing of a contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality.
2. **DRUG/TOBACCO-FREE FACILITIES**. All District facilities are drug and tobacco-free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.
3. **EQUIPMENT AND LABOR** The Vendor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized district representative indicated in the work specifications attached hereto.
4. **SUBCONTRACTORS** Vendor agrees to bind every subcontractor by terms of the contract as far as terms are applicable to subcontractor’s work. If Vendor shall subcontract any part of this contract, Vendor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District.
5. **SAFETY AND SECURITY** It shall be the responsibility of the Vendor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. All employees of Vendor, including those of subcontractor, working on a school site while children are present shall have been cleared by the Department of Justice as not having been convicted of serious or violent felonies as per Education Code 45125.1 and 45125.2..
6. **DEFAULT BY VENDOR** When Vendor, or any subcontractor of Vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the reprographic requirements agreed upon, the District may, upon five (5) business days prior written notice describing the default, at its option, annul and set aside the contract entered into with said Vendor or subcontractor of Vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Vendor or subcontractor of Vendor, as above stated, shall be a liability against the Vendor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to the Board of Trustees, if requested.
7. **TERMINATION**. The District has the right to terminate or abandon any portion or all of the work under this contract by giving ten (10) calendar days written notice to Vendor. In such event, District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of work completed and/or being abandoned. District shall pay Vendor the reasonable value of services rendered for any portion of the work completed prior to termination. Vendor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.
8. **CONTRACT CHANGES** No changes or alterations to this contract shall be made without specific prior written approval by the District.
9. **WORKERS** Vendor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Vendor whom the District may deem incompetent or unfit shall be dismissed from the job site and shall not again be employed at site without written consent from the District.
10. **SUBSTITUTION** No substitutions of materials from those specified in the proposal or Work Specifications shall be made without the prior written approval of the District.
11. **ACCESS TO SITE** Vendor representatives shall at all times have access to the school sites wherever it is in preparation or delivery of reprographics services.

12. **ASSIGNMENT OF CONTRACT** The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this contract without the prior written consent of the District.
13. **INDEMNIFICATION**. To the fullest extent permitted by law, Vendor 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 alleged acts, errors or omissions, or willful misconduct of Vendor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Vendor's Services, this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses; provided, however, that Vendor shall not be liable for the sole established negligence, willful misconduct or active negligence of District. Vendor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Vendor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.
14. **PAYMENT** Unless otherwise specified, the Vendor shall render invoices in triplicate for materials delivered or services performed under the Contract/Purchase Order. The District shall make payment for materials, supplies or other services furnished under this Contract in lump sum on completion of the work within thirty (30) days after delivery to and approval by the authorized District representative of all invoices and other documentary evidence reasonably required by the District (which approval shall not be unreasonably withheld).
15. **PERMITS AND LICENSES** The Vendor and all of his employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
16. **VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** While engaged in carrying out other terms and conditions of the purchase order, the Vendor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
17. **ANTI-DISCRIMINATION** It is the policy of the Antelope Valley Union High School District Board of Trustees that in connection with all work performed under construction and purchasing contracts, there be no discrimination against any employee engaged in the work because of race, color, sex, ancestry, national origin, or religious creed, and therefore the Vendor agrees to comply with the applicable Federal and California Laws, including, but not limited to the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Vendor agrees to require such compliance by all subcontractors employed on the work by him.
18. **LABOR CODE** The Vendor shall comply with the applicable provisions of the California Labor Code, Division 3, part 7, Chapter 1, Articles 1-5, including the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000). Current determinations can be found at the California Department of Industrial Relations website: www.dir.ca.gov/DLSR/statistics_research.html#pwd
19. **INSURANCE** Vendor shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.
 - i. **Time for Compliance**. Vendor shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.
 - ii. **Minimum Requirements and Limits**. Vendor shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Vendor's profession, or that of its consultants or subcontractors.
 - ii. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$2,000,000 per claim/\$4,000,000 aggregate.
- iii. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
 - i. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - ii. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Vendor, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - iii. Professional Liability. Vendor and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.
- iv. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.
 - i. Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection

- afforded to the District, its directors, officials, officers, employees, agents and volunteers.
- ii. Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.
 - iii. Verification of Coverage. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.
20. **ASSIGNMENT OF CLAIMS** In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Vendor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 116700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Vendor without further acknowledgment by the parties.
21. **TIME IS OF THE ESSENCE** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this contract.
22. **GOVERNING LAW** This contract shall be governed by and construed in accordance with the laws of the State of California.
23. **ATTORNEY'S FEES** If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.
24. **NO ORAL MODIFICATION** Any waiver, amendment, modification, consent or acquiescence with respect to this contract or any provision of this contract or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.
25. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein.
26. **ADDITIONAL TERMS FOR SERVICES**
- i. The term of this contract is for three (3) years after date of execution with an option to renew the contract in three (3) year increments. This contract may be extended by mutual agreement between the District and Vendor for up to one (1) additional period of three (3) years each in accordance with the said terms and conditions stated herein.
 - ii. Price escalation clause will provide for an increase to unit prices after the first eighteen (18) months with cause and subject to the following conditions: increase cannot exceed the actual increase of raw materials, labor or supplies, and must accompany evidence of actual increases to raw materials, labor or supplies used in providing products and services to the District contained in the contract. Vendor must provide District with 90 day notice accompanied by supporting documents requested above. This Clause will apply to each of the three (3) year extensions cited above.

ATTACHMENT B
FINANCIAL INTEREST CERTIFICATION

I _____, acting as the _____, am an authorized representative of _____ (“Consultant”) and do hereby certify that for the term of the agreement contemplated by this proposal, that other than past or future contracts with the District as an entity, no officer, contractor, subcontractor, or employee of Consultant has, or shall have, any financial interest or business relationship with any individual member(s) of the District’s governing board or staff and that no such District board member(s) or staff shall have any direct or indirect financial benefit or relationship in the agreement contemplated by this proposal, or obtain any present or anticipated material benefit arising therefrom.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT C
STATEMENT OF NON-CONFLICT OF INTEREST

The undersigned, on behalf of the Firm set forth below (the "Consultant"), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Antelope Valley Union High School District ("the District").

The undersigned further certifies and warrants the following:

- a) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;
- b) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
- c) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;
- d) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and
- e) In support of Education Code Sections 35230-35240 and Board Policy 4119.21, during the selection process (from the date the RFQ is released to the conclusion of the selection process), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits Board Members in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the "interested vendors" list.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION

Signature	Date

Signature	Date