



REQUEST FOR QUALIFICATIONS ARCHITECTURAL SERVICES FOR VARIOUS PROJECTS

RFQ #26-18FAC

SOQ Submission Deadline

January 15, 2026; 4:00PM (PDT)

Submit to:

**COLTON JOINT UNIFIED SCHOOL DISTRICT
Facilities and Energy Management
Attn: Owen Chang, Director
325 Hermosa Avenue, Building 5
Colton, CA 92324**

Issuance Date: December 5, 2025

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1.0 PURPOSE OF THE RFQ

The Colton Joint Unified School District (“District”) is seeking Statement of Qualifications (“SOQ”) from qualified persons, Firms or organizations (“Firm”) in response to this Request for Qualification (“RFQ”) for Architectural and Engineering Services (“Architectural Services”) related to the implementation of Measure BB and Measure G related projects.

This RFQ is a solicitation to identify the most qualified firms which over the course of master planning, planning, project definition, programming, design, bid/award, and construction phases of project delivery will assist the District by providing architect-engineering services, and/or master planning services on an as-needed basis. This is not a formal request for proposal, but is rather an effort by the District to have at the conclusion of this evaluation-selection process a list of qualified design firms upon which the District will expect to place under a contract agreement to provide architect-engineering services on various projects over the course of the next three (3) years. The District intends to choose multiple Firms that respond to this RFQ to include in its pool of qualified Firms (or team) to provide architect-engineering services. While Inclusion in the pool does not guarantee a Firm (or team) work with the District, the expectation is that due to the volume of Measure BB and G projects, the District anticipates it will need to rely on multiple firms to perform design services across the District.

Each Firm responding to this RFQ should be prepared and equipped to provide complete and detailed architectural and engineering services on behalf of the District in an expeditious and timely manner and meet critical time deadlines and schedules. If your Firm is interested in performing architectural services work for or on behalf of the District, please submit to the District a detailed summary of your firm’s qualifications (a “SOQ Response”) in accordance with this RFQ. All SOQ Responses must be received by the District via email in PDF format on or before **4:00PM (PDT), Thursday, January 15, 2026** (the “SOQ Response Deadline”). Note that SOQ Responses emailed after the deadline will not be considered. Respondent is responsible for verifying that the email and attachments have been received by the identified recipient of the SOQ found below:

Mr. Owen Chang, Director
Facilities and Energy Management
Colton Joint Unified School District
325 Hermosa Avenue; Building 5
Colton, California 92324
Email: facilities@cjsud.net; rduncan@eci-team.com

Reference: Statement of Qualifications – Architectural Services for Various Projects; RFQ No. 26-18FAC; Deadline: 4:00PM (PST), January 15, 2025.

All questions regarding this RFQ must be submitted in writing and sent by email to facilities@cjsud.net; rduncan@eci-team.com; on or before **2:00PM (PDT), Friday, December 19, 2025**. Questions received after the date and time will not be accepted or recognized. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees, agent or representative of the District regarding the RFQ or Architectural Services required by the RFQ except for the District’s contact person listed above through the formal questions submission process.



All submittals will become the property of the District. Information in SOQ Responses will become public property and subject to disclosure laws. The District reserves the right to make use of any information or ideas in the Response. All costs associated with the preparation or submission of qualifications for this RFQ are at the sole responsibility of the candidates.

2.0 BACKGROUND OF DISTRICT

The Colton Joint Unified School District ("District") is a K-12 public school district covering over 48 square mile area within Southern California, containing neighborhoods in the cities of Fontana, Bloomington, Colton, Grand Terrace, San Bernardino, Rialto, and Riverside. The District has over two (2) million square feet of building area comprised of one (1) preschool, eighteen (18) elementary schools, four (4) middle schools, three (3) comprehensive high schools, one (1) alternative high school, one (1) continuation high schools, one (1) adult education school, one (1) main district office, and three (3) satellite district support services sites.

Measure BB - \$225M; Bond Sale (Series 1) - \$150M; and Measure G - \$44M (to be issued)

In November 2024, the District community passed a General Obligation Bond, Measure BB for \$225M; and on July 17, 2025, the Board approved an initial Bond Sale (Series 1) of up to \$150M; this is in addition to the Measure G which passed in 2008 for \$225 million, of which \$44M (last bond sale) remains to be issued. To mitigate the erosive effects of escalation, the Board approved **forty-seven (47) 'highest priority projects'** to move into the implementation phase of project delivery - derived and recommended following extensive stakeholder engagements, quantitative analysis, and a weighted scoring system in alignment with the District's Facilities goals.

The purpose of this solicitation is to identify approximately eight (8) to twelve (12) firms (or teams) which the District intends to place under contract to perform architectural-engineering services on various projects that comprise Measure BB, Measure G projects, and capital improvement projects funded by other funding sources. The Firms (or teams) that are identified as 'most qualified' through the SOQ, and Interview phases (if deemed necessary) may placed under an architect-engineering services ('design services') agreement for a period of three (3) years, with an option of two (2) twelve (12) month time extensions for a total contract term not to exceed five (5) years. The Firm (or Team) will be performing design services under supervision of the Facilities and Energy Management department and their retained consultants (e.g. program manager, project or construction managers (if applicable)). Under certain circumstances, Firms (or Teams) may be asked to provide design services in support of time-sensitive projects identified by the Maintenance & Operations, or Information Technology Department. Refer to **EXHIBIT A – MEASURE BB (BOND SALE 1) – VARIOUS PROJECTS**.

Respondents are expected to demonstrate within the SOQ Response that they have extensive experience with the Uniform Building Code (UBC), Title 24 of the California Code of Regulations, California Department of Education (CDE), Department of Toxic Substances Control (DTSC), California Geologic Survey, the Division of State Architect (DSA) and the Office of Public School Construction (OPSC). Respondents must have extensive experience (minimum of 5 years) in the design of K-12 public school facilities, and possess strong aptitudes, abilities and a proven track record meeting defined design milestones and project schedules. The SOQ respondents should demonstrate they possess the skill sets to manage scope creep during the design phases, demonstrating a respect for 'design to budgets' even during these challenging times with unspecified tariff impacts. The Firms (or teams) selected to provide Architect-Engineering Services, its personnel assigned to any Project along with the subconsultant team members, and



their personnel must possess directly relatable experience, applicable skill sets, and proven track records providing similar services to K-12 school districts in California.

A. LIMITATIONS AND DISTRICT RIGHT TO REJECT

The District reserves the right to contract with any entity responding to this RFQ. This RFQ is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ. This RFQ does not commit the District to select any Firm (or team) and the District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. It is at the sole discretion of the District to award a contract for the Services or no contract at all. The District shall not be liable for any costs incurred in preparing and submitting responses to this RFQ. In no event will the District reimburse any respondent for any costs or expenses incurred in preparing and submitting responses to this RFQ.

The District, in its sole discretion, reserves the right to:

1. Accept or reject any and all submittals, or any portion or combination thereof;
2. Contract with any entity responding to this RFQ in whatever manner the District decides; and/or
3. Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

The Respondent's SOQ, and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Furthermore, the District will have no liability to the respondent or other party as a result of any public disclosure of any SOQ.

The District reserves the right to add additional Firms for consideration after receipt of SOQs in response to this RFQ if it is found to be in the best interest of the District. All decisions concerning Firm selection will be made in the best interests of the District.

B. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE"), Small Emerging Local Business Enterprises ("SELBE"), Disabled Veterans Business Enterprises ("DVBE"), and minority and women business enterprises shall be afforded full opportunity to submit SOQs and Proposals in response to this RFQ and will not be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.



C. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ and ending on the date of the award of the contract, no person, or entity responding to this RFQ, nor any officer, employee, representative, agent, or contractor representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's governing board ("Board"), Committee members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Firm submitting a SOQ and Proposal.

3.0 SCOPE OF ARCHITECTURAL ENGINEERING SERVICES

Although the full scope of services shall be stated in the separate contract agreement (Refer to Attachment B for standard District Agreement), the Respondent will be expected to be capable of fulfilling, at a minimum the following requirements:

A. BASIC SERVICES

The Firm(s) selected through this RFQ will be assigned Architectural Services from time-to time during the time of the Agreement. The scope of Architectural Services will vary from project-to-project and may include, but is not limited to, the following: Master Planning, Conceptual Design, Programming Phase, Schematic Design Phase, Design Development Phase, Construction Documents Phase, Technical Specifications, Value Engineering, Permitting/Agency Approvals Phase, Bidding Phase, Construction Administration Phase, and the Post Construction Phase.

Architect's Basic Services shall consist of all architectural, structural, mechanical, electrical, low voltage, plumbing, civil engineering, interior finishes, landscape design, and statements of probable construction cost required, or which can be reasonably inferred to be required and generally accepted architectural and engineering practice, for the completion of the project.

B. PERSONNEL

Selected Firms shall appoint a Principal-in-Charge, Project Architect (or Architect of Record) for each project. The Project Architect shall 1) be available to District on or off site as required for the proper performance of all matters relating to the project; 2) provide overall direction of the planning and design of the project; 3) maintain oversight of the project at all times; 4) have full authority to represent and act on behalf of Architect for all purposes under the Agreement; 5) supervise, coordinate, and direct the architectural services using their professional skill and attention.

The Project Architect shall be responsible to the District for the work of the Architect's professional consultants. Architect shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for the District.

C. DISTRICT GOALS

Alignment with District Educational Program. The projects must enable and foster multiple



modalities of learning. The facilities must provide opportunities for collaboration between teachers, staff, and students. Design should take advantage of research on the influence of space and the environment on the brain and learning. The projects must be sufficiently flexible to respond to rapidly changing teaching and learning methods and technologies as well as foster equity and opportunity for all District students.

1. Safety and Security. The District seeks a comprehensive and balanced approach to traffic, parking, protected student pathways, access control, supervision and surveillance, and a safe/healthy learning environment.
2. Integration into Neighborhoods and Environment. The projects must respect and integrate well into the surrounding streets and neighborhoods.
3. Sustainability and energy efficiency are important goals to the District. It provides opportunity to reduce operational expenses, utility costs and invest those same dollars in classrooms.

D. MINIMUM REQUIREMENTS

Selected Firm(s) must be able to execute the District's Agreement. A copy of the District's form Agreement for Architectural and Engineering Services is attached to this RFQ as **EXHIBIT B – ARCHITECTURAL SERVICES (SAMPLE)**.

E. INDEMNITY

Firms responding to this RFQ must acknowledge that they have reviewed these provisions of the Agreement and must agree to the indemnity provisions and insurance provisions contained in the Agreement attached as **EXHIBIT B – ARCHITECTURAL SERVICES AGREEMENT (SAMPLE)** to this RFQ and confirm in writing that, if given the opportunity to contract with the District, the Firm has no substantive objections to the use of the District's Agreement.

F. INSURANCE

The insurance requirements are stipulated in **EXHIBIT B – ARCHITECTURAL SERVICES AGREEMENT (SAMPLE)**, refer to Article XIII – Miscellaneous.

The successful respondent shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District upon request. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation. Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required of the Contractor, employee, or agent has been obtained.

G. CONFLICT OF INTEREST

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



H. ASSIGNMENT

Any contract resulting from this RFQ and any amendments or supplements thereto shall not be assignable by the successful Firm either voluntarily or by operation of law without the written approval of the District.

4.0 PROJECT TYPES

Below is a list of the types of projects and provided in **EXHIBIT A - MEASURE BB (BOND SALE**

1) VARIOUS PROJECTS is a detailed list by Type, and School site.

- New Classroom Buildings
- Library Renovations
- Auditorium Renovations
- New Band/Music or Renovations
- Campus Restroom Renovations
- Gymnasium
- New Public Address Systems
- Secured Entrances to Administrative Offices
- Stadium Lighting, Turf Replacements
- Window Replacements
- Bus Drop Offs and Parking Additions
- Shade Shelters
- New Playground Equipment & Rubberized Sites

Additional Projects that the District may consider for future bond issuances may include:

- Aquatic Centers
- Central Kitchen
- Kitchen Renovations
- District Transportation Center
- District Offices/Support Facilities

As noted in the Exhibit, the 'Various Projects' list is subject to change, increase (or potentially decrease) based on the current, approved 'prioritization of projects.

5.0 FINGERPRINTING REQUIREMENTS

In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq., all DSA Inspectors must comply with the subject education code.

6.0 STATEMENT OF QUALIFICATIONS – SUBMISSION REQUIREMENTS

RFQ Responses shall be submitted electronically via e-mail to the District contact email address listed under Section V Schedule Summary. RFQ Response files may be submitted as e-mail attachments or via download link or shared folder. The Respondent is responsible for obtaining confirmation that its RFQ Response has been received by the District Contact person.



Responses, which are not actually received by the District in accordance with the foregoing at or prior to the latest date/time for submission of RFQ Responses, will be rejected by the District for non-responsiveness.

The Firms' electronically submitted SOQ Response shall be no more than fifty-five (55) pages, 8 1/2" X 11" formatted and containing responses as detailed below: NOTE: Firms may or may not submit a hard copy of the SOQ response to the address indicated, however, it is important to note that the hard copy will not be viewed as the official submission.

1. **Cover Letter.** A cover letter introducing the Firm or Firms, including the following:
 - Legal name of the Firm; Mailing address; Telephone number
 - Email address of the individual(s) authorized to represent the Firm in all matters related to the SOQ
 - Indication of whether the Firm has operated under a different name while under substantially the same management
 - Identification of Subconsultant team member firms

The cover letter should be signed by an officer of the Firm responsible with authority and oversight of professional services performed in southern California.

2. **Table of Contents.** A table of contents of the material contained in the SOQ should follow the Cover Letter.

3. **Firm and Team Experience.** Provide responses to each section, subsection below:

3.1 Firm Introduction and Subconsultant Team

Provide a concise overview of the Prime Firm and all Subconsultant Firms. Include:

- Brief firm history and organizational background
- Year established and years of relevant architectural/engineering experience
- Office locations, with emphasis on Southern California presence
- Summary of primary services, market sectors, and areas of specialization
- Brief description of each Subconsultant Firm and its role on the team

3.2 Alignment with District Needs

Describe how the Firm (or team) aligns with the specific needs of a California K–12 school district, including:

- Understanding of challenges unique to K–12 educational environments
- Familiarity with California regulatory agencies and requirements (DSA, CDE, OPSC, DTSC, etc.)
- Commitment to delivering projects within defined schedules and budget constraints

3.3 Relevant TK–14 Experience

Summarize the Firm's recent and applicable educational facility experience.

Include:



- Recently completed (last 7 years), substantially completed, or in-progress TK–14 projects -present in **table format**, identify by project name and type of K–12 and Community College projects
- Provide project size (SF), project cost, scope, new construction vs. modernization, and delivery method
- Experience with projects of similar scope, budget, and complexity
- Demonstrated history of successful DSA certification and timely project closeout

3.4 Qualifications of Key Personnel

Identify the proposed project team and their qualifications:

- Names, roles, and responsibilities of key Firm team members (include full resumes)
- Summary of professional credentials and expertise (e.g., AIA, LEED AP, CA Architect registration)
- Number of years the core team has worked together and experience delivering K–12 projects

3.5 Project Approach and Value Proposition

Provide a concise description of the Firm’s overall project approach, including:

- Design philosophy and methodology
- Stakeholder and community engagement practices
- Cost-control measures and proactive risk-mitigation strategies
- Use of BIM or other digital tools for coordination, clash detection, and visualization

3.6 Firm Differentiators / Why the Firm is a Good Fit

Articulate what uniquely positions the Firm to serve CJUSD:

- Distinct strengths, innovations, awards, or recognitions
- Local presence, community engagement, and ability to collaborate with District departments
- Ability to mobilize quickly, meet accelerated schedules, and adapt to evolving project needs

3.7 Statement of Interest

Provide a brief statement expressing the Firm’s interest in supporting CJUSD, including:

- Summary of why the Firm is seeking this opportunity and enthusiasm for partnership.
- Confirmation of Firm capacity and availability to undertake multiple projects; identify in-house architectural, and/or engineering discipline services, specialty services capabilities (e.g. State Funding Assistance capabilities)
- Name, title, and contact information for the primary point of contact



4. **Subconsultant Team Members.** Identification of Subconsultant individual project team members and their specific expertise, certifications (e.g. AIA, PE, SE, LEED AP), experience, and other available similarly qualified and credentialed resources to ensure suitable capacity to perform architect-engineering services. Indicate key team members, number of years with the Subconsultant Firm, include full resumes, and California Registration Numbers, as applicable.
5. **Project History, Highlights and References – Eight (8) Projects.** Identify minimum of eight (8) TK-12 projects performed by the Firm in the past seven (7) years in the State of California; or five (5) TK-12 projects and three (3) Community College projects in the past seven (7) years in the State of California. Identify the projects that best describe your company, highlighting a range of price and projects. Include the following information for each project:
 - Project Rendering(s); Project Photos – Completed; Substantially Completed
 - Name of Project(s) and School District(s)
 - Name of Project Architect(s) (Architect of Record)
 - Scope of Projects, Description of Services provided by Your Firm (or team)
 - Construction Cost value of each project,
 - Original construction budget and final construction cost (explanation of variance(s) from original construction budget).
 - DSA Certification Record (% of K-14 Projects – achieved ‘certification’ post close-out
 - Project References (District Contact person), Phone number; email address (each Project) – preferably provide reference still working at the District.
6. **Quality Assurance Plan.** Describe the quality assurance procedures deployed by your Firm to minimize change orders and ensure well-coordinated and complete construction documents inclusive of underground utility infrastructure (capacity).
7. **Scope and Budget Creep Avoidance.** Describe your Firm’s approach, and how you conduct design review meetings with an openness to input from various stakeholders (e.g. Principals, Assistant Principals, M&O) on project elements, features and finishes, at the same time keeping the project within its budgetary constraints, in other words, avoiding scope creep.
8. **Claim/Litigation History.** List all claims, lawsuits, or arbitrations filed by the following:
 - On behalf of your firm, in the last five (5) years, including but not limited to, against a client for whom you performed professional services; and
 - Against your firm, in the last five (5) years, including but not limited to, a client for whom you performed professional services.

For items above, a claim is defined as a demand for payment that is disputed. A lawsuit is an actual complaint filed in court. An arbitration is an alternative dispute resolution in which a neutral third party renders a decision after a hearing in which both sides have an opportunity to be heard. Any judgment, settlement, or arbitration award valued at \$5,000 or greater relating to a civil action judgment, settlement, arbitration award, or administrative action for any individual licensee, as required to be reported to the state architect's board under Business & Professions Code section 5588.



9. **Exceptions to any Contract Agreement Terms (EXHIBIT B – ARCHITECTURAL SERVICES AGREEMENT (SAMPLE))** – Please review the SAMPLE Agreement and provide any proposed exceptions to those agreements in your SOQ. Should no exceptions or proposed changes be divulged in your SOQ, Respondent agrees to execute the contract agreement as is without any changes.

10. **Conflict of Interest Form (completed).** Submit the completed form. Refer to **EXHIBIT C – CONFLICT OF INTEREST DISCLOSURE FORM.**

7.0 ADDENDUMS

Firms are advised that the District reserves the right to amend this RFQ at any time. Addendums will be issued formally and each respondent will be required to confirm receipt of each Addendum within their SOQ submission. Addendums will be posted on the District's website at <https://cjud.net/departments-services/home/purchasing>

8.0 INSURANCE REQUIREMENTS

The Insurance Requirements are found in the SAMPLE contract agreement – Refer to **EXHIBIT B – ARCHITECTURAL SERVICES AGREEMENT (SAMPLE)**, Article (D) on Page 9.

The successful respondents shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District upon request, prior to issuance of Notice(s) to Proceed for one (1) or more of the various projects. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days' written notice to District prior to modification and/or cancellation.

Consultant shall not allow any employee or agent to commence work on any contract or any subcontract until the insurance required has been obtained.

9.0 EVALUATION AND SELECTION CRITERIA

1. **District Inquires.** The District may perform inquiries of proposing parties that extend beyond contacting the districts identified in a Firm's SOQ.
2. **Identification of Most Qualified Firms.** Responses of all responding Firms (or teams) will be evaluated to establish a short list of Firms ("Short List Firms") most qualified, with the most directly relatable experience, capability and capacity to successfully provide architectural services to the District. Depending on the number of short-listed firms, we may introduce an 'Interview' phase to the selection process.
3. **Interviews (if necessary).** The Shortlisted Firm(s) who elect to pursue the work with the District may be invited to meet with the District's selection committee. The Firm's key proposed staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the SOQ, the Firm's history, and other matters the committee deems relevant to selecting the Firm. The interview itself will comprise a brief ten (10) to fifteen (15) minute introduction by the Shortlisted Firm following by approximately 30 minutes of Q&A.



4. **Board Action.** Following the interviews, if any, the selection committee will make recommendations to the Assistant Superintendent, Business Services, District Superintendent and the Board regarding the list of the Most Qualified Firms (or teams) to be placed on an approved list of “Architectural Firms for Various Projects – Measure BB, Other projects – for an initial period of five (5) years.
5. **Final Determination and Award.** The District reserves the right to reject all RFQ Response or waive any immaterial irregularities or information in any RFQ Response. District also reserve the right to contract with any entity responding to this RFQ, to reject any SOQ as non-responsive, and not to contract with any Firm(s) for the services described herein. The District makes no representation that participation in the RFQ process will lead to actually performing architectural services whatsoever.

10.0 PROCUREMENT SCHEDULE

The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity. The District reserves the right to change the dates on the schedule without prior notice

PROCUREMENT ACTIVITY	MILESTONE DATES
Release of RFQ	Friday, December 5, 2025
Pre-submittal Conference - Virtual (non-mandatory) – See NOTE 1 next page	10:30AM (PST); Tuesday, December 16, 2025
RFQ Questions Deadline	2:00PM (PST); Friday, December 19, 2025;
Response to Questions – Addendum issuance	Monday, December 22, 2025
SOQ Response Deadline	4:00PM (PDT); Thursday, January 15, 2026
Evaluation of SOQs; Most Qualified (based on submission)	Week of January 19 -23, 2026
Firm Interview(s) (if deemed necessary)	Week of January 26 – 30, 2026
Board Recommendation – Most Qualified Firms (Teams)	January/February 2026 – Board Meeting(s)

NOTE 1: Pre-submittal Conference – Virtual (non-mandatory) – Firms interested in participating in the Pre-submittal Conference shall send an email to facilities@cjUSD.net; rduncan@eci-team.com to receive an Zoom, Teams, or Google Meet Invitation. Please send email no later than December 15, 2025 before 2:00PM (PST).

11.0 QUESTIONS DEADLINE

QUESTIONS DEADLINE: FRIDAY, DECEMBER 19, 2025; 2:00PM (PDT)

Questions to be submitted electronically via email to the following:



Colton Joint Unified School District

Frank Miranda, Ed.D., Superintendent

Gregory Fromm, Assistant Superintendent, Business Services Division

Owen Chang, Director of Facilities and Energy Management

Mr. Owen Chang, Director
Facilities and Energy Management
Colton Joint Unified School District
325 Hermosa Avenue; Building 5
Colton, California 92324

Email: facilities@cjUSD.net; rduncan@eci-team.com

Reference: Questions – re: RFQ No. 26-18FAC - RFQ – Architectural Services on Various Projects

12.0 SOQ SUBMISSION DEADLINE

SOQ DEADLINE: THURSDAY, JANUARY 15, 2025; 4:00PM (PST)

SOQs to be submitted electronically via email and three (3) hardcopy (originals) should be sent and delivered to the following address, arriving no later than **4:00PM (PST), on January 15, 2026:**

Mr. Owen Chang, Director
Facilities and Energy Management
Colton Joint Unified School District
325 Hermosa Avenue; Building 5
Colton, California 92324

Email: facilities@cjUSD.net; rduncan@eci-team.com

Reference: Statement of Qualifications – Architectural Services for Various Projects – RFQ No. 26-18FAC

NOTE 2: SOQ electronic responses must be emailed to Facilities and Energy Management department at facilities@cjUSD.net; rduncan@eci-team.com no later than **4:00PM (PST) Thursday, January 15, 2026**. File Name: CJUSD-AE-SOQ-26-18FAC-[Firm Name]

District will send a REPLY email confirming receipt of the electronic submission of the SOQs.

13.0 MISCELLANEOUS PROVISIONS

1. District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

2. No Oral Clarifications/Modifications. The District will not provide oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on oral clarification or modification to the RFQ.

3. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1), materials specifically marked “Confidential” or “Proprietary” and Respondents’ Financial Statements if required, all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing



notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is required by operation of law, or by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

4. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than the date and time listed in the RFQ Response Schedule Summary. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be in writing to the designated District RFQ Contact.

LAST PAGE OR END OF RFQ EXCLUDING EXHIBITS



EXHIBIT A – MEASURE BB (BOND SALE 1) – VARIOUS PROJECTS





APPENDIX A - MEASURE BB - APPROVED BUDGETS - VARIOUS PROJECTS

COLTON JOINT UNIFIED SCHOOL DISTRICT

FACILITIES AND ENERGY MANAGEMENT

DECEMBER 5, 2025

PROJECT NO.	SCHOOL	PROJECT	PRELIMINARY BUDGET
1	ALICE BIRNEY ES	FOUR (4) NEW CLASSROOM BLDGS (5TH DLI; 6TH DLI—MODULAR)	\$ 8,500,000
2	ALICE BIRNEY ES	SIX (6) NEW CLASSROOM BLDGS (TK-QTY 2; K-QTY 2—MODULAR)	\$ 13,300,000
3	CRESTMORE ES	NEW RESTROOMS (PRINCIPAL'S PRIORITY #1)	\$ 1,000,000
4	GRAND TERRACE ES	2 NEW CLASSROOM BLDGS. (DUAL LANGUAGE IMMERSION—GROWTH)	\$ 800,000
5	GRAND TERRACE ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
6	GRAND TERRACE ES	SHADE SHELTER FOR COLD LUNCH AREA	\$ 350,000
7	GRAND TERRACE ES	SECURED FRONT ENTRY	\$ 200,000
8	ULYSSES GRANT ES	SECURED ENTRANCE TO FRONT OFFICE (PRINCIPAL'S PRIORITY #1)	\$ 200,000
9	ULYSSES GRANT ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
10	RUTH GRIMES ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
11	JURUPA VISTA ES	SHADE SHELTER (PRINCIPAL'S PRIORITY #1)	\$ 750,000
12	MARY B LEWIS ES	FIVE (5) NEW CLASSROOMS – REPLACEMENT OF 5 LEASED	\$ 8,600,000
13	MARY B LEWIS ES	STAFF OFFICE EXPANSION (WORKROOM)	\$ 800,000
14	MARY B LEWIS ES	IMPROVE DROP OFF AREA / PARKING (PRINCIPAL'S PRIORITY #4)	\$ 1,000,000
15	ABRAHAM LINCOLN ES	SECURED ENTRANCE TO FRONT OFFICE (PRINCIPAL'S PRIORITY #1)	\$ 200,000
16	ABRAHAM LINCOLN ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
17	WILLIAM MCKINLEY ES	BUS DROP OFF AREA; ACCESS RAMP TO LOWER FIELD (#1)	\$ 2,100,000
18	WILLIAM MCKINLEY ES	NEW PLAYGROUND EQUIPMENT	\$ 350,000
19	RECHE CANYON ES	SHADE SHELTER FOR LUNCH AREA (PRINCIPAL'S PRIORITY #1)	\$ 750,000
20	PAUL ROGERS ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
21	PAUL ROGERS ES	ELEVEN (11) NEW CLASSROOMS—REPLACE OF 11 LEASED	\$ 15,700,000
22	PAUL ROGERS ES	ADDITIONAL PARKING	\$ 1,500,000
23	GERALD A SMITH ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
24	GERALD A SMITH ES	SIX (6) NEW CLASSROOM BLDGS.	\$ 9,800,000
25	GERALD A SMITH ES	NEW PLAYGROUND EQUIPMENT & AREA (PRIMARY)	\$ 490,000
26	TERRACE VIEW ES	TWO (2) TK CLASSROOM BUILDING	\$ 2,000,000
27	WOODROW WILSON ES	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 400,000
28	WOODROW WILSON ES	NEW PLAYGROUND EQUIPMENT & AREA W/ SWINGS	\$ 450,000
29	WOODROW WILSON ES	BUS DROP OFF AREA (PRINCIPAL'S PRIORITY #3)	\$ 2,500,000
30	WALTER ZIMMERMAN ES	RESTROOM RENOVATIONS (PRINCIPAL'S PRIORITY #1)	\$ 1,200,000
31	WALTER ZIMMERMAN ES	NEW PLAYGROUND EQUIPMENT (PRINCIPAL'S PRIORITY #2)	\$ 250,000
32	COLTON MS	RESTROOM RENOVATIONS	\$ 750,000
33	COLTON MS	LIBRARY RENOVATION	\$ 750,000
34	RUTH O HARRIS MS	UPGRADE FRONT OFFICE (SECURED)	\$ 200,000
35	TERRACE HILLS MS	NEW PUBLIC ADDRESS SYSTEM (SAFETY & SECURITY)	\$ 650,000
36	TERRACE HILLS MS	LIBRARY RENOVATION	\$ 750,000
37	BLOOMINGTON HS	NEW HUMANITIES WING (16 CLASSROOMS) (DESIGN ONLY)	\$ 4,000,000
38	BLOOMINGTON HS	ANNEX GYMNASIUM (DESIGN ONLY)	\$ 2,500,000
39	BLOOMINGTON HS	TURF REPLACEMENT PROJECT (END OF LIFE CYCLE)	\$ 750,000
40	COLTON HS	AUDITORIUM AUDIO-VISUAL EQUIPMENT AND LIGHTING UPGRADE	\$ 2,500,000
41	COLTON HS	MUSIC BUILDING RENOVATION PROJECT	\$ 5,800,000
42	COLTON HS	BASEBALL / SOFTBALL FIELD LIGHTING	\$ 2,500,000
43	COLTON HS	H.E.A.L. PATHWAY MODERNIZATION	\$ 400,000
44	COLTON HS	TURF REPLACEMENT PROJECT (END OF LIFE CYCLE)	\$ 750,000
45	COLTON HS	PARKING ADDITION (DESIGN ONLY)	\$ 500,000
46	GRAND TERRACE HS	CAREER TECHNICAL EDUCATION BLDG (DESIGN BUDGET)	\$ 4,000,000
47	GRAND TERRACE HS	SHADE SHELTER	\$ 1,500,000
SUBTOTAL - SCHOOL SITE BUDGETS:			\$ 103,890,000



APPENDIX A - MEASURE BB - APPROVED BUDGETS - VARIOUS PROJECTS

COLTON JOINT UNIFIED SCHOOL DISTRICT

FACILITIES AND ENERGY MANAGEMENT

DECEMBER 5, 2025

PROJECT NO.	SCHOOL	PROJECT	PRELIMINARY BUDGET
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NOTES:

NOTE 1: Strikethrough Text indicates a project that will not necessarily be part of this solicitation, either because it is a project already in progress, or is contemplated to be delivered through an alternate delivery method. Further, the list above may be modified further should a decision be made to procure a project through an alternative delivery method (e.g. design-build) in the future.

NOTE 2: The initial Measure BB Bond Sale was for \$160M, as such the list of 'various projects' will likely increase over the course of the delivery of the program.

NOTE 3: The above projects and project budgets do not take into potential Measure G, Additional Projects, Other capital improvement of the program.

NOTE 4: There are "Additional Projects" not included above as delineated in section 4.0 PROJECT TYPES of the RFQ, on Page 8.

EXHIBIT B – ARCHITECTURAL SERVICES AGREEMENT (SAMPLE)



EXHIBIT B - ARCHITECTURAL SERVICES AGREEMENT (SAMPLE)

EXHIBIT B

ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this [REDACTED] day of [REDACTED] in the year 20[REDACTED] by and between the [REDACTED] SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and [REDACTED], hereinafter referred to as "ARCHITECT." This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain architectural services for the [REDACTED], hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT understands that state funding for this PROJECT is a condition precedent to the effectiveness of this AGREEMENT. If state funding is not received for the PROJECT, this AGREEMENT may be voided by the DISTRICT except to the extent services have been rendered pursuant to the approval of the DISTRICT's Board; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants, as enumerated in Articles II and III of this AGREEMENT.

2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

3. The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the DISTRICT on or before a date to be agreed upon in writing by the DISTRICT. The construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect

("DSA") for review and approval on or before a date to be agreed upon in writing by the DISTRICT.

4. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

5. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements of the OPSC for state funding, DSA for approvals of plans and specifications, and of the CDE for site approvals and educational requirements that are applicable to a public school project.

6. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, its consultants and other parties to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to the DSA requirements, DSA forms, documents, manuals applicable to the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

ARTICLE II - SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the DISTRICT and the "Contractor" awarded the PROJECT (the "Contract"), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, California Department of Education ("CDE"), the Office of Public School Construction ("OPSC"), State Water Resources Control Board (SWRCB), and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. The ARCHITECT shall be responsible for determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

4. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

5. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT's construction and the inspection approval process so Incremental Approvals as required under DSA's Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

6. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements under Education Code section 17251 and under Title 5 California Code of Regulations, Section 14000, et seq.

7. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

8. The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during PROJECT development.

9. The ARCHITECT shall make revisions in Drawings, Specifications, the Project Manual, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV.

10. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints, the ARCHITECT, shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

11. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

12. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

13. The ARCHITECT shall provide detailed quantity surveys which provide inventories of material, equipment, and labor consistent with OPSC requirements for such surveys or estimates.

14. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

15. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. All other interior design services are addressed under Article III as an Additional Service.

16. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

17. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

18. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

19. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

20. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

21. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

22. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

23. The ARCHITECT shall have access to the work at all times.

24. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff will require the written approval of the DISTRICT.

25. Schematic Design Phase

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the state or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These documents shall be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT's completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT's priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT's services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

26. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, the CDE, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

27. Construction Document Phase (Final Plans)

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the OPSC, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done in a minimum of LOD 200, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

b. The ARCHITECT shall prepare and file all documents required for, and obtain the required approvals of, all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the OPSC, CDE, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies and/or authorities. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due any governmental agencies and/or authorities in order to submit such cost information to the DISTRICT so payments can be prepared by the DISTRICT.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. When the ARCHITECT is preparing the Construction Documents, the ARCHITECT shall include provisions that require the Contractor to:

(1) Provide the DISTRICT with five (5) complete sets of operation manuals;

(2) Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning, and other systems installed by Contractor or its subcontractors; and

(3) Prepare a marked set of prints which indicate the dimensioned location of buried utility lines and which show changes in the work made during construction (“as-built documents”). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

e. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements.

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT’s professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA. However, if the Construction Manager, or Design Build entity performs a clash check, ARCHITECT shall work with the Construction Manager or Design Build entity to perform reasonable clash check resolution meetings and make revisions as necessary prior to DSA submission, during DSA review, and after DSA review (followed by CCD submission or Addenda submission to document any necessary changes).

h. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

28. Bidding & Award Phase

a. The ARCHITECT, following the DISTRICT’s approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor’s Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review

the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the PROJECT at a reprographics company specified by the DISTRICT for the bid and for printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files and/or BIM files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the PROJECT to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CADD, PLOT, TIFF or other format approved by the DISTRICT. In addition, the ARCHITECT shall provide the DISTRICT with a BIM format diskette file with all layers unprotected so the DISTRICT may utilize with a Construction Manager or Design Build entity. It is expressly understood that the release of the underlying BIM documents is for the limited use only for the PROJECT (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of ARCHITECT. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the DISTRICT. Reasonable costs for producing this record document shall be reimbursed to the ARCHITECT and ARCHITECT's consultants. ARCHITECT is also advised to make a record set of clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes and this clash detection shall also be placed on the CD. This clash detection document is not a requirement but simply recommended.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

f. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

29. Construction Phase

a. Prior to the start of construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor.

c. The ARCHITECT shall reproduce five (5) sets of Construction Documents and all progress prints for the DISTRICT's and the DISTRICT's consultant's use at the ARCHITECT's expense.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the ARCHITECT's expense.

e. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

f. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work and Foundations Preparation;
- (2) Vertical and Horizontal Framing;
- (3) Appurtenances;
- (4) Finish Site Work and Other Work;
- (5) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the DSA Form 152 as they relate to the portions of the PROJECT that were delegated to such engineers.

g. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

h. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

i. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that

the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;

ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;

iii. Endeavor to guard against nonconforming work and deficiencies in the work;

iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;

v. Attend weekly on-site construction meetings, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;

vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and

vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.

(2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;

(3) Reviewing schedules and shop drawings for compliance with design;

(4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;

(5) Responding to DSA field trip notes;

(6) Preparing Construction Change Documents for approval by DSA;

(7) Preparing Immediate Change Directives as directed by the DISTRICT [ITEMS HIGHLIGHTED IN GREEN TO BE INCLUDED ONLY IF USING AALRR FRONT-END DOCUMENTS];

(8) Preparing change orders for written approval by the DISTRICT;

(9) Making Punch List observations when the PROJECT reaches Substantial Completion;

(10) Determining date of Substantial Completion and the date of final completion of the PROJECT;

(11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;

(12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;

(13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and

(14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.

j. ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.

k. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

l. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.

m. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

n. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the Construction Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the

provisions of the Construction Documents, whether work is fabricated, installed, or completed.

o. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

p. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

q. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

r. The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

s. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. The ARCHITECT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to incorporation in the PROJECT.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to

DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD (Form DSA 140) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A/B shall be documented through an alternative CCD form or other document approved by the DISTRICT or required by DSA.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD. *[ITEMS HIGHLIGHTED IN GREEN TO BE INCLUDED ONLY IF USING AALRR FRONT-END DOCUMENTS]*

v. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.

w. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

x. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

y. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

z. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

(3) Be responsible for ensuring that all RFI's, submittals and substitution requests by the Contractor are responded to not later than fourteen (14) days, or as soon as the circumstances require.

aa. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

bb. The ARCHITECT shall obtain the DISTRICT's approval of all CCD's immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, **ICD's** change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

cc. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

dd. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

ee. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following five (5) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; (4) all other items DSA Form 152 Inspection Card requirements for the Project have been approved and signed off; and (5) the PROJECT is fit for occupancy and its intended use.

ff. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

gg. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

30. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Addenda, deferred approvals and revisions;
- (2) Copies of the Project Inspector's semi-monthly reports;

- (3) Construction deviation notices;
- (4) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (5) Special inspection reports;
- (6) Construction Change Directives;
- (7) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the submission to and certification by DSA; and
- (8) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.

(9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.

(10) Verification by the Project Inspector that all items noted on any “Field Trip Notes” have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

ARTICLE III - ADDITIONAL ARCHITECT’S SERVICES

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’s control (“Additional Services”). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

a. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction Documents;

b. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT which are not the result of the direct or indirect negligence, errors, or omissions on the part of the ARCHITECT;

c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT’s compensation is expressly

conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing BIM documents that exceeds LOD 200; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE IV - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost budget for the PROJECT. The overall budget shall be based upon the DISTRICT's objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above. The DISTRICT shall approve the Construction Cost budget prepared by the ARCHITECT pursuant to this Section and this shall be the "Budget" for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT's responsibilities under Title 21, Title 24, and the Field Act hereunder. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

ARTICLE V - COST OF CONSTRUCTION

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT's estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT's "Construction Cost," as used in this AGREEMENT, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, and landscaping not included in PROJECT.

3. 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 Construction 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 Construction Cost used to calculate the ARCHITECT's fee.

4. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

5. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

6. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

7. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize rebidding of the PROJECT within a reasonable time;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

8. If the DISTRICT chooses to proceed under Article V, Section 7(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT.

ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT pursuant to Education Code section 17316 for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. The DISTRICT, however, shall not be precluded from using the ARCHITECT's or ARCHITECT's consultant's documents enumerated above for the purposes of additions, alignments, or other development on the PROJECT site.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, a fee of three percent (3%) of the

Construction Costs shall be paid to the ARCHITECT for such reuse. In the event of such reuse or modification of the ARCHITECT's drawings, specification, or other documents by any person, firm, or legal entity, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site. Prior to reuse of the ARCHITECT's documents for any project other than an addition, alignment, or other development on the PROJECT site, the DISTRICT agrees to notify the ARCHITECT in writing of such reuse.

ARTICLE VIII - TERMINATION

1. This AGREEMENT may be terminated by either PARTY upon fourteen (14) days' written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of the ARCHITECT, or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

2. In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of the abandonment or postponement, plus any sums due the ARCHITECT for Board approved Additional Services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs, shall be deducted from payments due the ARCHITECT.

3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VIII, Section 4, below, and ARCHITECT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by ARCHITECT.

4. This AGREEMENT may be terminated without cause by the DISTRICT upon fourteen (14) days' written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports, up until the date of notice of termination plus any sums due the ARCHITECT for Board-approved Additional Services. In ascertaining the services actually rendered hereunder up

to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Section through 50% completion of the ARCHITECT's portion of the PROJECT and, if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

5. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the PROJECT has been completed, and not before.

ARTICLE IX - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

ARTICLE X - COMPENSATION TO THE ARCHITECT

The DISTRICT shall compensate the ARCHITECT as follows:

1. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

2. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT including, but not limited to, those services detailed in Article I and II, shall be as follows:

Schematic Design Phase: No more than 10% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Design Development Phase: No more than 15% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

Construction Docs Phase	No more than 35% of the estimated Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid monthly based on actual level of completion
DSA Approval Phase:	No more than 5% of the estimated Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments
Bidding Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit “A” to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit “A” to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the Project Close-Out Phase requirements set forth in Article II have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded.

3. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article X.

4. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT’s authorization notice for the invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT’s written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT’s prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

5. When ARCHITECT's Fee is based on a percentage of Construction Cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable, to the extent actual services are performed, in accordance with the schedule set forth in Article X, Section 2, above, based on the lowest responsive bid price.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

ARTICLE XI - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid to the ARCHITECT at one and one-tenth (1.1) times the expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants for the following specified items:

a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT which includes all the sets of the Construction Documents and all progress prints; and

b. Approved agency fees.

2. Approved reimbursable expenses are estimated to be [REDACTED] Dollars (\$ [REDACTED]) and this amount shall not be exceeded without the prior written approval of the DISTRICT.

3. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 1 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board or other public agencies.

4. The DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in Article XI, Section 1 above as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT.

Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XII - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

3. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

4. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

ARTICLE XIII – MISCELLANEOUS

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under this AGREEMENT; and

b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the ARCHITECT's proportionate percentage of fault; and

c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not

include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the ARCHITECT's proportionate percentage of fault.

d. The PARTIES understand and agree that Article XIII, Section 2, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

3. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The ARCHITECT shall carry 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 and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. 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 this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. 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.

e. Each policy of insurance required under Article XIII, Section 3(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections 3(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

g. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

4. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT's employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

13. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

14. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

15. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either PARTY (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

16. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

17. In accordance with Education Code section 17604, this AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

ARCHITECT:

DISTRICT:

_____ School District

By: _____

By: _____

Its: _____

Its: _____

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo

Terry T. Tao, Esq.
Hugh W. Lee, Esq.
Attorneys for _____ School District

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.

Colton Joint Unified School District

Frank Miranda, Ed.D., Superintendent

Gregory Fromm, Assistant Superintendent, Business Services Division

Owen Chang, Director of Facilities and Energy Management

EXHIBIT C – CONFLICT OF INTEREST DISCLOSURE FORM



10. CONFLICT OF INTEREST DISCLOSURE FORM

RFQ NO. 26-18FAC ARCHITECTURAL SERVICES COLTON JOINT UNIFIED SCHOOL DISTRICT

Purpose:

This form is intended to identify and disclose any actual, potential, or perceived conflicts of interest between the Respondent (and its employees, officers, and subconsultants) and the Colton Joint Unified School District (“District”). Respondents must complete, sign, and submit this form with their Statement of Qualifications (SOQ).

Definitions:

- **Conflict of Interest:** A situation in which financial, professional, or other personal considerations may compromise, or appear to compromise, a Respondent’s judgment, objectivity, or ability to provide services in the best interest of the District.
- **Respondent:** The firm submitting a Statement of Qualifications to provide Architectural Services to the District.

Disclosure Questions:

The Respondent must answer the following:

1. Relationships with District Personnel

- Does the Respondent, or any officer, director, employee, or agent of the Respondent, have any current or past relationship (familial, financial, or business) with any District employee, Governing Board Member, consultant or contractor that could be perceived as a conflict of interest?
- ☐ Yes ☐ No
- If yes, explain: _____

2. Financial Interests

- Does the Respondent, or any officer, director, employee, or agent, have any direct or indirect financial interest in any project, contract, property, or entity related to the District?
- ☐ Yes ☐ No
- If yes, explain: _____

3. Other Commitments

- Is the Respondent currently providing, or seeking to provide, services on behalf of contractors, architects, engineers, or consultants performing work for the District that may compromise impartiality in the provision of DSA Inspection Services?
- ☐ Yes ☐ No
- If yes, explain: _____



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4. Pending Litigation or Claims

- Is the Respondent currently involved in any litigation, claims, or disputes with the District, or has the Respondent been involved in such within the past five (5) years?
- ☐ Yes ☐ No
- If yes, explain: _____

Certification

The undersigned hereby certifies on behalf of the Respondent that:

- The information provided herein is true and complete to the best of my knowledge.
- The Respondent agrees to promptly disclose any actual or potential conflicts of interest that arise after the submission of this form.
- Failure to disclose a conflict of interest may result in disqualification from consideration, termination of any awarded contract, and/or other remedies available to the District.

Firm Name: _____

Authorized Representative (Print Name):

Title: _____

Signature: _____

Date: _____

