Murrieta Valley Unified School District 41870
McAlby Court
Murrieta, CA 92562

DISTRICT BID ADDENDUM NO. 2

Date: December 17, 2025

To: All Bidders

From: Jose Contreras, Facilities Director

Re: 2025-26-04 Architectural Services RFQ

The attached Addendum is issued for the purposes of amending certain requirements of the bid and hereby made part of and incorporated in full force as part of the Contract Documents. Unless hereinafter specifically noted or specified otherwise, all work shall conform to the applicable provisions of the Contract Documents.

BID ADDENDUM NO. 2 DESCRIPTION:

1. Pre-Bid RFI Responses

Question: Can you please clarify the correct due date for this RFP? Page 1 and Page 4 list January 20, while Page 2 (Schedule) lists January 6.

Answer: The correct due date is January 6th. There was an addendum issued on December 2, 2025 to address this correction.

Question: Can you confirm whether the cover, table of contents, section dividers, and back page are excluded from the 20-page limit?

Answer: Confirmed, those pages can stay out of the 20-page limit.

Question: May firm and consultant resumes be placed in an appendix outside of the 20-page limit?

Answer: No, they must be part of the 20-page limit.

Question: Would the district accept these modifications to the Indemnification language as indicated below? This will help determine if we are able to pursue this RFQ.

INDEMNITY/ HOLD HARMLESS and in accordance with Cal. Civ. Code 2782.8,

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

a. 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. If 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 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; performance of professional services on the active/passive

c. If 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 or persons or damage to property caused by any act, neglect, default or omission

Answer: Yes, the district would accept these modifications.

Question: **Item N – References:** The RFP states, "Provide **five** TK-12 references who you have worked with in the past five years. Three of the references can be existing clients. However, one of the references must be for a client you no longer do work for." Since 3 + 1 = 4, can we assume that four references may be existing clients?

Answer: Four of the references can be existing clients. Total of 5 references

Question: **Page Limit:** Do resumes of principals, staff, and sub-consultants count toward the 20-page limit?

Answer: Yes, they must be part of the 20-page limit.

Question: **Part C – Experience Projects:** How many experience projects would you like us to include?

Answer: 5 TK-12 Educational projects

Question: **Part C – Change Order History**: The RFP requests:
"Describe the organization's change order history, percentages on the referenced projects, including the firm's approach to problems and change orders, and a summary of change orders for three state-funded school projects completed over the last five years." Could you clarify whether the summary should include **all change orders for those three projects** or just **a high-level overview of the total number and percentage for each project?**

Answer: Summary of high-level overview of the total number and percentage for each project.

Question: Regarding Part C. Experience Relative to District Needs, please clarify the scope of projects to be included. Are you requesting:

- Any and all projects from the last five years?
- Only K-12 projects?
- All educational projects (K-12 and Higher Education)?

Answer: TK-12 Educational Projects

Question: Does Part M (School District Contracts) require us to list only K-12 projects or all education projects completed in the last five years?

Answer: TK-12 Projects

Question: Can you send us a copy of your full Contract Agreement?

Answer: Please see attachment below.

Question: Upon selection, will the district consider modifications to the contract language?

Answer: Yes

Question: Can we exclude the required personnel, and consultant resumes from sections D and H from the page limit and include them in an appendix?

Answer: No, they must be part of the 20-page limit

Question: Would the district consider removing section J. Insurance from the page count?

Answer: Please see Question #4 for any Insurance Modifications.

Question: Would the district consider removing section K. Litigation/Claims History from the page count?

Answer: No

Question: Would the district consider removing section I. Fees from the page count?

Answer: No

Question: Will the District accept K–14 experience, including community college projects, for both project examples and references?

Answer: No, only TK-12 Experience will be accepted

Question: Is there a specific format or template that should be used for indicating fee structure as requested under item I?

Answer: No

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
41870 McAlby Court
Murrieta, CA 92562

AGREEMENT FOR SMALL PROJECT ARCHITECTURAL SERVICES OPERATIONAL SUPPORT SERVICES

This Agreement is entered into by and between, **Murrieta Valley Unified School District,** hereinafter referred to as "DISTRICT", and **{---Company Name---}**, hereinafter referred to as "ARCHITECT", each being a "Party" and collectively the "Parties".

AGREEMENTS

1. **TERM:** Term of this Agreement shall commence upon signing and continue through completion of this project.

2. **SERVICES:** This project consists of **{---Scope of Work Details---},** including, but not limited to:

   A. **Scope of Professional Services:** ARCHITECT shall furnish the following professional services as described below:
      1. **{---Scope of Work Details---}**

   B. **ARCHITECT'S Services and Responsibilities:**
      1. ARCHITECT'S services include those described in this article, and include architectural and engineering services, and any other services necessary to produce a reasonably complete and accurate set of drawings and specifications for agency approval.
      2. ARCHITECT shall attend no less than 2 project coordination meetings between ARCHITECT, its consultants, DISTRICT'S representative(s), and other consultants of DISTRICT during project development.
      3. ARCHITECT shall make revisions in drawings, specifications, the project manual or other documents when such revisions are inconsistent with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in DISTRICT'S program or project budget.
      4. ARCHITECT shall provide design and other services required for or in connection with graphics and signage required for ADA or FLS purposes.
      5. ARCHITECT shall certify to the best of its information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no Asbestos-Containing Building Materials "ACBM's" were specified as a building material in any construction document for the project, and will ensure that contractors provide DISTRICT with certification that all materials used in the construction of any school building are free from any ACBM's. ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final project submittal.
      6. ARCHITECT shall consider operating and maintenance costs when selecting systems for DISTRICT.
      7. The duties, responsibilities and limitations of authority of ARCHITECT shall not be restricted, modified or extended without written Agreement between DISTRICT and ARCHITECT.
      8. ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the project.
      9. ARCHITECT shall have access to the work at all times.
      10. **Schematic Design/Design Development Phase:**

a. ARCHITECT shall review the program furnished by DISTRICT to ascertain the requirements of the project and shall review the understanding of such requirements with DISTRICT.
b. ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.
c. ARCHITECT shall prepare Schematic Design/Design Development Documents for approval by DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the Design of 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.
d. ARCHITECT shall prepare a current overall budget for the project, including the construction cost for the project and this budget must then be approved by DISTRICT.

11. **Construction Document Phase (Final Plans):**
a. ARCHITECT shall prepare, from the Schematic Design/Design Development documents approved by DISTRICT, Construction Documents and specifications as one (1) printed copy and one (1) zip drive with PDF and the most recent AutoCAD format, which sets forth, in detail, the requirements for the construction of the entire project in conformity with all applicable governmental and code requirements.
b. ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the project, including, if required, the stormwater pollution prevention plan. DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when ARCHITECT pays such fees for DISTRICT.
c. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the project construction cost arising from market fluctuations or approved changes in scope or requirements.
d. If the estimated project construction cost exceeds the budget constraint, 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.

12. **Construction Phase:**
a. The Construction Phase will commence with the award of the construction contract to the Contractor.
b. ARCHITECT, as part of his basic services, shall advise DISTRICT of any deficiencies in the construction following the acceptance of work and prior to the expiration of the guarantee period of the project.
c. If necessary, ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. ARCHITECT'S action shall not delay the work, but should allow for sufficient time in ARCHITECT'S professional judgement to permit adequate review.
d. ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, in a timely manner and ensure proper project close-out.

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

13. **Project Close-Out:**

a. ARCHITECT shall assure delivery of the following document described below prior to issuance of a "Certificate of Completion".

b. During the period the project is under construction and after completion of the project, the following documents are required:

1. Copies of the Inspector of Record's (IOR's) semi-monthly reports, if applicable.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the project.
3. Verified reports of testing and inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
4. Weighmaster's Certificate (if required by approved drawings and specifications).
5. Copies of the signature page of all Addenda.
6. Copies of the signature pages of all Deferred Approvals.
7. Verification by the Inspector of Record that all items noted on any "Field Trip Notes" has been corrected, if applicable.

C. **DISTRICT Responsibilities and ARCHITECT'S Exclusions:**

1. Exclusion: Site surveying.
2. Exclusion: LEED services.
3. Exclusion: Consulting and engineering services other than those related to the work listed above.
4. Exclusion: Traffic study.
5. Exclusion: Design services for any additional or incidental work scope occurring outside of the proposed building or site ADA deficiency areas, or unanticipated work which may be required by the agency having jurisdiction of the project.
6. Exclusion: Permit fees.
7. DISTRICT shall make available to ARCHITECT and its consultants, all site background information, which may be requested in order to perform the services required of the design team under this Project, including existing utilities and space planning plans. ARCHITECT may rely upon the accuracy and completeness of all information provided by DISTRICT. ARCHITECT shall advise DISTRICT of any known errors, inconsistencies or problems they may observe from the lack of information being furnished.
8. DISTRICT shall pay for all fees by any city, county, regional board, state or federal agency for filing and plan checking any of the work of ARCHITECT or ARCHITECT'S consultants.
9. DISTRICT shall secure any specific specialty consultant services including material testing and abatement, exploratory/destructive testing, biological, traffic, geotechnical,

environmental or habitat analysis studies deemed necessary in conjunction with this project.

10. DISTRICT shall provide to ARCHITECT information regarding requirements for the project, including information regarding DISTRICT'S objectives, schedule, constraints and criteria.
11. DISTRICT shall notify ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project.
12. DISTRICT shall give prompt written notice to ARCHITECT if DISTRICT becomes aware of any fault or defect in the project or nonconformance with the Construction Documents. However, DISTRICT'S failure or omission to do so shall not relieve ARCHITECT of ARCHITECT'S responsibilities under Title 21, Title 24, and the Field Act hereunder. DISTRICT shall have no duty to observe, inspect or investigate the project.
13. At ARCHITECT'S request, DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, and a written legal description of the site. The surveys and legal information include, grades and lines of the streets, alleys, adjacent drainage, rights of way, restrictions, easements, encroachments, coning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines.
14. At ARCHITECT'S request, DISTRICT shall provide ARCHITECT with the necessary documents regarding existing conditions and/or facilities.
15. At ARCHITECT'S request, DISTRICT shall furnish the services of geotechnical engineers as required by authorities having jurisdiction over the project.
16. At ARCHITECT'S request, DISTRICT shall furnish the services of other consultants not provided under this Agreement when required.
17. At ARCHITECT'S request, DISTRICT shall furnish necessary tests, such as structural, mechanical, chemical, air and water pollution and hazardous material tests when required by law or other authorities having jurisdiction over the project.
18. DISTRICT shall provide all necessary testing and removal services for hazardous materials (including, but not limited to, asbestos and lead) in areas where the work of this Agreement is to be conducted prior to the commencement of any construction activities in those areas. In the event that DISTRICT determines that hazardous materials may remain in place with satisfactory encapsulation or must be removed by the Contractor, DISTRICT shall provide ARCHITECT with written instructions on how encapsulation shall be accomplished or how demolition plans shall be prepared, and ARCHITECT shall include those instructions or plans in the Construction Documents. DISTRICT shall hold harmless, indemnify and defend ARCHITECT for any such claims arising as a result of ARCHITECT addressing hazardous materials on the project sites as identified by DISTRICT.

D. **Additional Architect's Services:**

1. ARCHITECT shall notify DISTRICT in writing of the need for additional services required due to circumstances beyond ARCHITECT'S control. ARCHITECT shall obtain written authorization from DISTRICT before rendering such services.

Compensation for such services shall be subject to DISTRICT'S approval. Such services include the following:

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 required in connection with the replacement of such work.
c. Providing consultation concerning replacement of work damage 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. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
f. Additional services shall be furnished as an Hourly-Not-To-Exceed amount as shown on **Attachment A**, **Additional Services**.

E. **ARCHITECT'S Drawings and Specifications:**

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

2. **REUSE OF ARCHITECT'S PLANS OR DOCUMENTS:** 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 **{---Company Name---}**is not ARCHITECT of record, a fee of three percent (3%) of the Construction Costs of such other projects shall be paid for ARCHITECT for such reuse. In the event of any reuse or modification of ARCHITECT'S drawings, specifications or other documents, the legal entity, the names and seals of ARCHITECT and ARCHITECT'S consultant's, if any, shall be removed from ARCHITECT'S drawings, specifications or other documents and DISTRICT agrees to indemnify, defend and hold 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 of property or persons, including but not limited to, death, arising out of such use, reuse or modification of ARCHITECT'S drawing, specifications or other documents. DISTRICT further agrees to remove the names and seals of ARCHITECT and ARCHITECT'S consultants from the title block and signature pages. DISTRICT, however, may use ARCHITECT'S plans and documents as enumerated in this Article for the purposes of additions, alignments or other development on the project site. Prior to reuse of ARCHITECT'S documents, DISTRICT agrees to notify ARCHITECT in writing of such reuse.

3. ELECTRONIC FILES: When requested by DISTRICT, ARCHITECT may transfer documents in electronic file formats to DISTRICT. By accepting these files/disks and the above stipulations, DISTRICT agrees to indemnify ARCHITECT, its agents and all consultants against claims, resulting from the use of these files and the information they contain, by DISTRICT or their own consultants, ARCHITECT, sub-contractors,

suppliers and all others who receive these files or data. In no event shall ARCHITECT be liable for any loss of profit or any consequential damages as a result of DISTRICT'S use, or reuse, of the electronic files. DISTRICT understands and agrees ARCHITECT relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting ARCHITECT'S business including the internet, and that the internet may be used for intentional and malicious purposes including transmission of electronic applications commonly referred to as computer
"viruses" or "worms". While ARCHITECT endeavors to eliminate the propagation of such applications through its systems and network, ARCHITECT has no control over the actions of third Party internet service providers or users of the internet or similar systems. Consequently, DISTRICT agrees to waive all claims against ARCHITECT for the propagation of virus applications that may cause damage of any kind to DISTRICT unless ARCHITECT was the creator of the virus.

4. **SOFTWARE AND DATA EXCHANGE PROTOCOLS:** DISTRICT and ARCHITECT shall, at the earliest practical moment, meet and delineate the types of software to be used on the project and establish protocols, standards and tolerances as may be required for the proper execution of the work; If applicable, DISTRICT and ARCHITECT shall work together to establish the permitted uses for all digital information, including the model, to be exchanged on the project. Such determination shall be set forth in the Building Information Modeling (BIM) Addendum, or other similar document, that shall be incorporated by reference into all Agreements for services or construction of the project.

F. **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 ARCHITECT; or if DISTRICT should decide to abandon or indefinitely postpone the project.
2. In the event of a termination base upon abandonment or postponement by DISTRICT, DISTRICT shall pay to 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 ARCHITECT for DISTRICT approved extra 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 DISTRICT or in the possession of ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination resulting from the negligence of ARCHITECT shall be deducted from payments to ARCHITECT.
3. DISTRICT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving DISTRICT's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for DISTRICT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement. DISTRICT shall compensate the other Party for any allowable expense incurred prior to invoking this provision.

G. **Accounting Records of ARCHITECT:**

1. Records of ARCHITECT'S direct personnel and reimbursable expense pertaining to the extra services of this project and records of accounts between DISTRICT and Contractor

shall be kept on a generally recognized accounting basis and shall be available to DISTRICT or his authorized representative at mutually convenient times.

H. **Employees and Consultants:**

1. ARCHITECT, as part of its basic professional services, shall furnish at his expense the services of landscape architects, structural, mechanical, and electrical, traffic, and civil engineers.
2. ARCHITECT shall submit, for written approval by DISTRICT, the names of the consultant firms proposed for the project. Nothing in this Agreement shall create any contractual relation between DISTRICT and any consultants employed by 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 (5) years. If any employee or consultant of ARCHITECT is not acceptable to DISTRICT, then that individual shall be replaced with an acceptable competent person at DISTRICT'S request.
4. The construction administrator or field representative assigned to this project by 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, email, facsimile and through correspondence, design direction and decisions when the construction administrator is not at the site.

I. **Miscellaneous:**

1. ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among 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. ARCHITECT shall provide a copy of such record to DISTRICT.

3. **PAYMENTS:**

A. **Fee:** ARCHITECT will provide the services outlined in the Scope of Services for a fixed fee of **${---Total Dollar Amount---}.** Any work beyond the Scope of Services will be charged at the rates as shown on **Attachment A, Additional Services** and will require prior written DISTRICT approval.

B. **Reimbursable Expenses:** Reimbursable expenses are in addition to the compensation for Basic Services and DISTRICT approved Additional Services, including DISTRICT requested costs, printing, plotting, delivery, or scanning in excess of the copies provided by this Agreement. Printing plans at specific design phases are identified in ARCHITECT's Services and Responsibilities section. Travel to meetings is ARCHITECT's responsibility. The expense of fees paid for securing approval of authorities having jurisdiction of this Project shall not be marked up. These expenses shall be billed by ARCHITECT to DISTRICT and shall not exceed **$_____.00.**

C. **Total:** In no event shall the total payment(s) made under this Agreement exceed the sum of **${---Total Dollar Amount---},** including base fee and reimbursable expenses, without a written authorization from DISTRICT.

D. **Disallowed for Nonconformance:** In the event ARCHITECT receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and

conditions herein by DISTRICT, ARCHITECT shall promptly refund the disallowed amount to DISTRICT on request, or at its option, DISTRICT may offset the amount disallowed from any payment due to ARCHITECT under any contract with DISTRICT.

4. **INVOICES:** ARCHITECT shall submit invoices to Murrieta Valley Unified School District, attention: **Accounts Payable,** 41870 McAlby Court, Murrieta, CA 92562 or via email to **accounting@murrieta.k12.ca.us.**

   A. **Monthly Invoices:** ARCHITECT shall invoice its time and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum, pursuant to Civil Code §3320.

   B. **Late Payments:** Should DISTRICT fail to pay current invoices for more than sixty (60) days, ARCHITECT may stop work on the Project until payment is received or terminate this Agreement with DISTRICT. ARCHITECT shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

   C. **Disputed Invoices:** DISTRICT agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute.

   D. **Project Suspension/Resumption:** If the Project is suspended by DISTRICT for more than thirty (30) consecutive days, ARCHITECT shall be compensated for services performed prior to notice of each suspension. When the Project is resumed, ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of ARCHITECT'S services. If the project is suspended by DISTRICT for more than ninety (90) consecutive days, ARCHITECT may terminate the Agreement, by giving not less than seven (7) days written notice.

5. **INDEPENDENT ARCHITECT:** With respect to the services to be performed pursuant to this Agreement, ARCHITECT is acting as an independent contractor and not as an agent or employee of DISTRICT. Any and all personnel performing the services under this Agreement on behalf of ARCHITECT shall at all times be under ARCHITECT'S exclusive direction and control. ARCHITECT shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. ARCHITECT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, ARCHITECT is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing such results. If ARCHITECT is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from DISTRICT to ARCHITECT pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation code and /or other applicable law.

6. **SUBCONTRACT:** ARCHITECT shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of DISTRICT. The foregoing shall not be deemed or construed to require DISTRICT approval of: (i) agreements of employment between ARCHITECT and its employees; or (ii) of subcontracts with Parties named in the proposal by ARCHITECT that resulted in this Agreement.

7. **NON-DISCRIMINATION:** ARCHITECT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-

related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. ARCHITECT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

8. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both DISTRICT and ARCHITECT, the risks have been allocated such that DISTRICT agrees, to the fullest extent permitted by law, to limit the liability of ARCHITECT and his or her subcontractors to DISTRICT and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of ARCHITECT and his or her subcontractors to all those named shall not exceed ARCHITECT'S total fee paid for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. Further, no officer, director, shareholder, or employee of ARCHITECT shall bear any personal liability to DISTRICT for any and all injuries, claims, demands, losses or damages of any nature.

9. **INSURANCE:** 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 sub consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. **All policies shall contain an endorsement naming DISTRICT, Murrieta Valley Unified School District, Board of Education, its officers, agents, and employees as an additional insured.** The aforementioned insurance shall include coverage for:

   A. **Workers' Compensation:** 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 Liability:** Insurance, with minimum limits of one million dollars ($1,000,000) for each occurrence for bodily injury, death, loss or property damage for services, products and any and all other activities undertaken by ARCHITECT in the performance of this Agreement with a two million dollar aggregate ($2,000,000). Any requirement in excess of those General Liability limits carried by ARCHITECT may be satisfied through a combination of the primary and excess liability policy limits.
   C. **Business Automobile Liability:** Insurance with minimum limits of one million dollars ($1,000,000) for each occurrence is required.
   D. **Professional Liability:** During the term of this Agreement, ARCHITECT agrees to maintain Professional Liability Insurance. ARCHITECT agrees to provide evidence of insurance coverage of one million dollars ($1,000,000) Professional Liability (Errors and omissions). In addition, ARCHITECT agrees to maintain continuous professional liability coverage for the period of design and construction of this project if such coverage is reasonably available at commercially affordable premiums. ARCHITECT further agrees that the applicable subcontractors will be required to maintain a minimum of one million dollars ($1,000,000) Professional Liability (Errors and Omissions) coverage. For the purposes of this Agreement "reasonably available" and "commercially affordable" shall mean that more than half of the architects practicing in this state in this discipline are able to obtain such coverage.
   E. ARCHITECT agrees that if the aforesaid insurance policies are not maintained in full force and effect as required by this Agreement, ARCHITECT shall notify DISTRICT and DISTRICT may immediately terminate this Agreement.

10. **WAIVER OF DEFAULT:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any provision or requirement of this Agreement. Each wavier of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

11. **FORCE MAJEURE:**

    A. In the event ARCHITECT is unable to comply with any provision of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, or other similar acts, ARCHITECT shall not be held liable to DISTRICT for such failure to comply.
    B. In the event DISTRICT is unable to comply with any provision of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, DISTRICT shall not be held liable to ARCHITECT for such failure to comply.

12. **INDEMNIFICATION:** ARCHITECT shall save, hold harmless and indemnify DISTRICT, Murrieta Valley Unified School District, Board of Education, its officers, agents, and employees against any and all liability, claims, damages, judgements, expenses, including litigation costs, attorneys' fees, and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the work under the terms of this Agreement, resulting in whole or in part from the professional negligence, recklessness or willful misconduct of the ARCHITECT, its agents or representatives. All duties of ARCHITECT under this section shall survive termination of this Agreement. With regard to 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 DISTRICT, but rather to reimburse DISTRICT for any attorneys' fees and costs incurred by DISTRICT in defending such actions or proceedings brought against DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of ARCHITECT on a comparative fault basis; but not for any loss, injury, death or damage caused by the negligence, recklessness or willful misconduct of DISTRICT or of other third Parties for which ARCHITECT is not legally liable.

13. **ASSIGNMENT:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by ARCHITECT without the prior written consent of DISTRICT. Any assignment or purported assignment of this Agreement by ARCHITECT without prior written consent of DISTRICT will be deemed void and of no force or effect.

14. **LICENSES/PERMITS:** ARCHITECT and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.

    A. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. ARCHITECT and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.
    B. ARCHITECT hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and ARCHITECT warrants that it shall maintain such licenses and permits throughout the term of this Agreement.

15. **CONFLICT OF INTEREST:** ARCHITECT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. ARCHITECT further covenants that in the performance of this contract, no person having any such interest shall be employed or retained by it under this Agreement.

16. **DISPUTE:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DISTRICT, which shall furnish the decision in writing. The decision of DISTRICT shall be final until determined by a court of competent jurisdiction. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion and DISTRICT agrees to make progress payments in accordance with this Agreement, except that DISTRICT may withhold only those funds that are in dispute. In the event that the total amount withheld exceeds twenty-five percent (25%) of the total computed ARCHITECT fee, ARCHITECT may discontinue work on the project pending the submittal and resolution of the dispute through direct negotiation or mediation. 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 this project has been completed, and not before. If DISTRICT withholds undisputed amounts in excess of forty-five (45) days from the receipt of a written demand for payment from ARCHITECT, then ARCHITECT shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

17. **GOVERNING LAW; JURISDICTION; VENUE; SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorneys' fees in addition to whatever other relief is granted.

18. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, ARCHITECT must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. ARCHITECT shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of DISTRICT'S properties fully comply with: (i) all rules, policies or other requirements of DISTRICT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from DISTRICT'S representatives.

19. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party thereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.

20. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

AMENDMENTS: This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that DISTRICT may amend this Agreement to accomplish the below-listed changes:

A. Increase in dollar amounts.
B. Administrative changes that do not affect the contractual rights of the Parties.
C. Changes as required by law.

21. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the representative Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required/ or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

Murrieta Valley Unified School District
Business Services - Purchasing
41870 McAlby Court,
Murrieta, CA 92562

ARCHITECT:
{---Company Name---}
{---Street1---} {---Street2---}
{---City---}, {---State/Province---} {---Postal Code---}

By signing this Agreement, ARCHITECT acknowledges and agrees to the terms and conditions including the following exhibits:

A. ATTACHMENT A-Additional Services
B. EXHIBIT A-Fingerprint and Criminal Background Check Certification

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first below written.

Murrieta Valley Unified School District

Signed_____

Board of Education Designee

_____
Printed Name/Title

Date_____

{---Company Name---}

Signed_____

_____
Printed Name/Title

Date_____

ATTACHMENT A ADDITIONAL SERVICES

If additional services are required beyond the original scope of work, ARCHITECT will invoice on an hourly basis per the ARCHITECTS Hourly Rate Schedule:

Description	Hourly Rate
Senior Project Manager/Principal	$
Senior Professional	$
Professional	$
Construction Administration Support	$
Professional Support/Senior Technical	$
Technical	$
Administrative/Clerical	$

EXHIBIT A

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

*ONLY REQUIRED TO BE COMPLETED IF **OPTION B** IS SELECTED IN SECTION 10 OF THE PROFESSIONAL SERVICE AGREEMENT*

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Professional Services Agreement ("Agreement") between the Murrieta Valley Unified School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements must be verified by an authorized representative of District prior to commencement of the Agreement.

☐ Requirements do not Apply. Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

Justification:

_____

Name of District Administrator (print): _____

Signature of District personnel: _____

☐ Contract is Exempt. Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

☐ Employee Supervision. Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

Name of District personnel (print): _____

Signature of District personnel: _____

☐ Vendor Supervision. Continual supervision and monitoring of all Personnel of Vendor by an employee of Vendor who has not been convicted of serious or violent felony as ascertained by the Department of Justice.

Designated Vendor employee name (print): _____

Signature of designated Vendor employee: _____

☐ Work Experience Program. Contracting Party/Contracting Party's Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil's Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil's work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil's parent has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

☐ Contracting Party/Contracting Party's Personnel are offering qualifying work experience opportunities for pupils, or workplace placements as part of a pupil's Individualized Education Program (IEP), and all of the following will be met as part of such participation: (a) at least one adult employee in the workplace during pupil's work hours has a valid criminal records summary; (b) a District staff member will make at least one visitation every

three weeks to consult, observe and check in to ensure pupil health, safety and welfare; and (c) the pupil's parent has signed a consent form per Ed Code 45125.1(b)(2)(C). [Ed. Code, §45125.1(b)(2).]

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement.

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

END OF DISTRICT BID ADDENDUM NO. 2