

REQUEST FOR QUALIFICATIONS
For
ARCHITECT OF RECORD (AOR) SERVICES FOR
CULVER CITY UNIFIED SCHOOL DISTRICT MEASURE E PROJECTS
RFQ #2024-AOR

Submit Responses To:

CULVER CITY UNIFIED SCHOOL DISTRICT
Preeti D'Souza, Director
TELACU Construction Management
Business Services Department, Second Floor,
4034 Irving Place, Culver City, CA 90232

RFQ Issue Date:

May 16, 2024

RFQ Due Date:

June 5, 2024 by 12pm

No late proposals will be accepted

I- GENERAL INFO

The Culver City Unified School District ("Owner" or "CCUSD") is requesting Statement of Qualifications for Architect of Record (AOR) Services, for work associated with the Culver City Unified School District's Measure E Bond Program and Various Projects throughout the District.

The purpose of this Request for Qualifications ("RFQ") is to create a pool of AOR's that will enable CCUSD and its Construction Manager, TELACU Construction Management ("CM" or "TCM") to select a AOR Firm(s) that can assist CCUSD with such services as required through planning, design, and construction of various upcoming projects. Each firm responding to this RFQ should be prepared and equipped to provide comprehensive AOR services on behalf of CCUSD in an expeditious and timely manner to enable CCUSD to meet critical time deadlines and schedules.

Accordingly, CCUSD is requesting qualifications from firms to provide a written proposal to **Preeti D'Souza, Director, TELACU Construction Management, and delivered to the Culver City Unified School District office no later than June 5th, 2024 by 12pm**. Late proposals will not be considered. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

CCUSD reserves the right to negotiate modifications with any firm as may be required to serve the best interests of CCUSD and to negotiate the final contracts with the most qualified firm and/or candidate(s).

All proposals will become the property of CCUSD. Information in proposals will become public property and subject to disclosure laws. CCUSD reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until the awarded party is officially placed on the School Board meeting agenda.

CCUSD reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of CCUSD to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFQ is solely the responsibility of the candidates.

In order to allow CCUSD and TCM to make an informed decision regarding the selection of a consultant among responsible and responsive candidates, the proposal must contain the following elements or evidence that the firm meets or exceeds the requirements stated herein.

II- BACKGROUND

On March 5th, 2024 the Culver City Unified School District was successful in passing a general obligation bond authorizing \$358MM to assist in improving classrooms/ instruction technology for college/ career readiness; fix leaky roofs, crumbling ceilings and aging, deteriorating electrical, plumbing, fire safety and security system; repair, construct, and acquire classrooms, labs, facilities, sites and equipment.

III- AOR SCOPE OF WORK

The AOR's Scope of services of this RFQ is on an as needed basis. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals. **Please see Exhibit A for Scope of Work.**

IV- FORMAT FOR PROPOSAL SUBMISSION

A) GENERAL INSTRUCTIONS

All proposals are to be submitted in compliance with the format set forth below and in the order as outlined to facilitate evaluation by CCUSD and TCM of the candidate's ability to meet or exceed the specified requirements under the heading "Scope of Work."

The proposals shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. **Submit five (5) hard copies and one (1) electronic copy in PDF format via thumb drive of each proposal.** All hard copy submittals shall be tabbed for easy referral to the numbered answer. All submittals shall become the property of CCUSD and will not be returned. Proposal shall not exceed more than 30 pages, single sided, not including **Exhibit A**, and certifications/registrations.

Request For Information (RFI) or questions regarding the proposal, project, or submittals must be submitted in writing to **Preeti D'Souza**, via email to pdsouza@telacu.com. Please include the name of your firm and telephone number when making inquiries. All questions are due by no later than **May 28th, 2024 at 12:00 p.m.** All proposals are due **no later than June 5th, 2024 by 12pm.**

B) FORMAT REQUIREMENTS:

Proposals **must** be typewritten, concise, straightforward, and must address each requirement and question. The sequence to be followed is as follows:

1. Executive Summary:

- a) Legal name of the architectural firm.
- b) Type of firm (individual, corporation, etc.).

- c) Provide a brief description of your architectural firm, including number of years in business.
- d) Number of employees (company-wide).
- e) Number of employees located in Los Angeles County.
- f) Date firm established.
- g) California Business License Number.
- h) Tax Identification Number.
- i) Name of the project architect who will serve as the District's project contact throughout the project(s).
- j) Address, telephone, and fax number of the office that will be primarily responsible for providing services for the proposal.

This introduction cover letter must be signed by the authorized officer of the firm.

2. Table of Contents

Provide a table of contents of the material contained in the Statement of Qualifications.

3. Staffing Resources

- a) Identify up to three (3) persons that will be principally responsible for working with the District. Indicate the role and responsibility of each individual. If the Proposer is chosen as a finalist, these principal individuals must attend the interview and in-person presentation.
- b) Provide a brief resume of individuals on the team that will be working directly with the District. These resumes must represent projects over the last 5 years. Please also indicate number of years employed by firm.

4. Project Experience and References (Company, Employees)

- a) Please provide at least five recent (over last five years) clients for whom your firm has provided full service architectural work similar to what is being requested in this RFQ/RFP **with particular emphasis where possible on public school projects**. Please include the following information as demonstrated below:
 - 1) Year(s): i.e. 2012-2019
 - 2) Institution: i.e. District
 - 3) Contact Person: i.e. Smith, John
 - 4) Title: i.e. Director of Facilities
 - 5) Contact Phone Number: i.e. (619) 555-5555
 - 6) Project Description: i.e. Modernization project conducted at XYZ High School.

- 7) Dollar Value of Project: i.e. \$1,000,000.00
 - 8) Duration of Project: i.e. 9 Months
- b) If any of the following has occurred within the last five (5) years, please describe in detail:
- 1) Failure to enter into a contract or professional services agreement once selected.
 - 2) Withdrawal of a proposal as a result of an error.
 - 3) Termination or failure to complete a contract.
 - 4) Debarment by any municipal, county, state, federal, or local agency.
 - 5) Provide specific information on termination for default, litigation settled, or judgments entered related to your firm, joint venture partners, or sub-consultants.
 - 6) Conviction of the firm or its principals for violating a state or federal antitrust law by bid or proposal rigging, collusion, false claims, or restrictive competition between bidders or Proposers, or conviction of violating any other federal or state law related to bidding or professional services performance.
 - 7) Knowing concealment of any deficiency in the performance of a prior contract.
 - 8) Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
 - 9) Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may, at the sole discretion of the District, be deemed to indicate an unsatisfactory record of performance.

- c) **Technical Competence**
Provide a description of in-house resources (i.e. computer capabilities, software applications, modeling programs, electronic record keeping, Sharepoint, etc.) and ability to draw upon multi-disciplinary staff to address the services requested in this RFQ/RFP.

5. Fee Estimate Range/Terms

Proposer must submit Fee Schedule per the attached **Exhibit C** in a separate, sealed envelope and must include hourly rates. A fixed fee or not-to-exceed fee shall be negotiated with the successful Proposer, should they be selected to perform the work. The contract term will be three (3) year with two one-year extensions, not to exceed a total of five years.

6. Approach and Methodology

The successful firms will demonstrate through the RFQ/RFP that the firm has the professional capability and resources to be a full-service architect that can facilitate and oversee the planning, design, bidding (alternative delivery methods may be used), construction, closeout and occupancy of the project, and work with state and local agencies where necessary. Please demonstrate:

- 1) Please describe the special strength your firm and team will bring to each project and how these strengths will set your firm apart from others.
- 2) Ability of firm to meet short timelines with minimum plan errors or deficiencies. Explain your ability to get projects completed on time (timeliness of plans during design and administrative process during construction). What is your firm's experience in design and construction scheduling?
- 3) Demonstrate your ability to design within project budget. Demonstrative accuracy of cost estimates. How do you manage a project that is over budget?
- 4) Describe your process for the review of shop drawings and submittals. What is your turn around time for distribution and review of same? How do you handle substitutions?
- 5) Current commitments and ability of firm to handle project(s).
- 6) Change Order Policy: How does your firm handle the change order process both with the Construction Manager and/or General Contractor and DSA? What method do you utilize to determine the validity and cost responsibility of a change order? What is your firm's change order history for similar projects on a percentage basis?
- 7) Level of computerization (CAD, BIM, etc.) in office and with consultants. Explain use of technology in review and response to submittals, RFIs, change orders, as-builts, etc.
- 8) Thoroughness by firm in checking plans for errors and omissions/constructability reviews for design development and final construction drawings.
- 9) Experience working with project planning committees consisting of district staff, faculty, students, community members, Program Managers, and Construction Managers.
- 10) Experience in data, public address systems, communication systems, and other audio systems used in schools. How have your designs provided flexibility to meet changing technology needs without additional fees?
- 11) Project architect's experience in successful and timely approval of firms'

projects through DSA, State Fire Marshall, and local agencies.

- 12) Project architect's knowledge and ability to work with applicable state laws and regulations and experience in processing plans and documents with the state agencies (CDE, DSA, OPSC, DTSC, etc.).
- 13) Ability to assist District and District's funding consultants in preparation of state funding applications; including site development cost work sheets, and/or other cost estimates as required by OPSC.
- 14) Communication - Ability to keep the District informed as to progress of work both during design and construction phases, including necessary changes during construction. Describe other means of effective communication between your firm and the district.
- 15) Quality Assurance: How does your firm assure that the highest quality of materials and construction techniques are being employed during various phases of construction?
- 16) Post Construction Follow-Up: What is the firm's role upon completion of construction? How, on previous school construction projects, have you handled punch list items and ensured that items function properly? How will the firm assist the District in enforcement of contractor's guarantees and warranties?
- 17) Maintenance Costs: how have your designs reduced district short-term and long-term maintenance costs?
- 18) Your experience with the different delivery methods i.e. Construction Management/Multiple Prime Construction, Design Bid Build, Lease-Leaseback, etc.

7. Insurance

- a) A letter from insurance company indicating ability to provide insurance. Insurance requirements include the following:
 - 1) A.M. Best financial rating of no less than A:-VII.
 - 2) Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage Two Million Dollars (\$2,000,000) aggregate.
 - 3) Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Two Million Dollars (\$2,000,000) for bodily injury and property damage each accident limit.
 - 4) Workers' Compensation and Employer's Liability Insurance: The respondent shall insure (or be a qualified self-insured) under the

applicable laws relating to workers' compensation insurance, all of their employees in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The respondent shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

- 5) Professional Liability Insurance: The respondent shall provide professional liability insurance in the amount of at least Two Million Dollars (\$2,000,000) per claim and in the aggregate.
- 6) All insurance will be in a form and with insurance companies acceptable to the District.
- 7) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
- 8) All insurance policies shall provide that the insurance coverage shall not be cancelled or reduced by the insurance carrier without thirty (30) days prior written notice to the District (10 day Notice for Cancellation due to non-payment of premium is acceptable). Proposer agrees that it will not cancel or reduce said insurance coverage.
- 9) Proposer agrees that if it does not keep the aforesaid insurance in full force and effect, District may either immediately terminate this agreement or, if insurance is available at a reasonable cost; District may purchase necessary insurance and pay, at Proposer's expense, the premium thereon.
- 10) At all times during the term of the agreement, Proposer shall maintain on file with the District a certificate of insurance, on showing that the aforesaid policies are in effect in the required amounts. The policies shall contain an endorsement naming the District as an additional insured (except for the workers compensation and professional liability policies), providing that the policies cannot be cancelled or reduced, except on thirty (30) days written notice to the District (10-day Notice for Cancellation due to non-payment of premium is acceptable), and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions set forth in this agreement. Proposer shall promptly file with the District Clerk such certificate or certificates.
- 11) The insurance provided by the Proposer shall be primary to any coverage available to the District. The insurance policies shall include provisions for waiver of subrogation.

8. Conflict of Interest

Respondent shall certify that no official or employee of CCUSD, nor any business entity in which an official of CCUSD 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 CCUSD. **Please sign and submit Exhibit B**

V- EVALUATION OF PROPOSALS AND RECOMMENDATION

- A. Process: Overall responsiveness and representations made within the RFQ, as well as your firm's ability to connect with the CCUSD team are important factors in the overall evaluation process. CCUSD will select several firms to be selected into a pool who have the highest suitability to work with CCUSD.
- B. Optional Interview: CCUSD will hold a 30-45 minute interview with several potential AOR firms at a later date if required.
- C. Award: CCUSD reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Staff will make a recommendation to the Board of Education to create a pool of qualified Inspection of Record firms that will be utilized for future projects. The Board of Education will vote to approve this list at its next regular board meeting after the recommendation is made.
- D. Questions and Submission: Please feel free to direct questions to Preeti D'Souza, preferably by email, as shown below.

Submission

All proposals are due **no later than June 5th, 2024 by 12pm**. Please deliver five (5) hard copies and one PDF via thumb drive:

**ALL RESPONSES MUST BE RECEIVED BY 12:00 p.m., June 5th, 2024
LATE PROPOSALS AND PROPOSALS SUBMITTED BY FACSIMILE/EMAIL WILL NOT BE ACCEPTED**

CULVER CITY UNIFIED SCHOOL DISTRICT

Preeti D'Souza, Director
TELACU Construction Management
Business Services Department, Second Floor,
4034 Irving Place, Culver City, CA 90232
pdsouza@telacu.com

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF

ARCHITECT TABLE OF CONTENTS

1. **BASIC SERVICES.....1**
2. **PRE-DESIGN AND START-UP SERVICES7**
3. **SCHEMATIC DESIGN PHASE9**
4. **DESIGN DEVELOPMENT PHASE12**
5. **CONSTRUCTION DOCUMENTS PHASE15**
6. **BIDDING PHASE21**
7. **CONSTRUCTION ADMINISTRATION PHASE.....22**
8. **CLOSEOUT PHASE.....25**
9. **MEETINGS / SITE VISITS / WORKSHOPS26**

Architect shall provide all professional services necessary for completing the following:

1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect’s scope of work. This information shall include, if available;
 - 1.2.1. Physical characteristics;
 - 1.2.2. Legal limitations and utility locations for the Project site(s);
 - 1.2.3. Written legal description(s) of the Project site(s);
 - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 1.2.5. Adjacent drainage;
 - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- 1.2.9. Surveys, reports, as-built drawings; and
- 1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

1.5. Mandatory Assistance

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement,

upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

1.6. Oversight and Inspection Requirements

The Architect acknowledges that the Division of the State Architect (DSA) inspection, approval and certification process for projects was revised in 2012-2013 and that the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process). Below are provisions of these two documents from 2012-2013:

1.6.1. PR 13-01 (Procedure: Construction Oversight Process)

- 1.6.1.1. Responsible to the school board and to the DSA to see that the completed work conforms in every material respect to the DSA approved construction documents.
- 1.6.1.2. Ensure the Project Inspector is approved by the DSA for the project by submitting form DSA 5 to and obtaining approval from the DSA prior to the start of construction and prior to requesting issuance of form DSA 152.
- 1.6.1.3. Provide a copy of the DSA approved construction documents to the Project Inspector and Laboratory of Record prior to the commencement of construction
- 1.6.1.4. Provide a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103) to the Project Inspector and Laboratory of Record prior to the commencement of construction.
- 1.6.1.5. Provide general direction of the work of the Project Inspector.
- 1.6.1.6. Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- 1.6.1.7. Provide code required supervision of special inspectors not provided by the Laboratory of Record.

- 1.6.1.8. Notify the DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA approved construction documents
- 1.6.1.9. Respond to DSA field trip notes as necessary.
- 1.6.1.10. Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the form DSA 1 - Application for Approval of Plans and Specifications, shall maintain personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- 1.6.1.11. Submit Verified Reports. The architect or engineer, as identified above, is required to submit Verified Reports (form DSA 6-AE) to the DSA and to the Project Inspector. The reports are required to be submitted upon any of the following events occurring:
 - 1.6.1.11.1. The project is complete. The DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.
 - 1.6.1.11.2. Work on the project is suspended for a period of more than one month.
 - 1.6.1.11.3. The services of the architect or engineer are terminated for any reason prior to completion of the project.
 - 1.6.1.11.4. The DSA requests a Verified Report. (See interim Verified Reports below. This is a "DSA request.")
- 1.6.1.12. Submit interim Verified Reports. The architect or engineer shall submit an interim Verified Report (form DSA 6-AE) to the DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152 prior to the Project Inspector signing off that section of the project inspection card. The sections are:
 - 1.6.1.12.1. Initial Site Work
 - 1.6.1.12.2. Foundation Prep
 - 1.6.1.12.3. Vertical Framing
 - 1.6.1.12.4. Horizontal Framing

1.6.1.12.5.Appurtenances

1.6.1.12.6.Non-Building Site

Structures 1.6.1.12.7.Finish Site

Work 1.6.1.12.8.Other Work

1.6.1.12.9.Final

1.6.2. IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process)

1.6.2.1. **Submittal Requirements for Construction Changes:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of Construction Change Documents (CCD). It is the responsibility of the Architect to determine if changes affect the Structural, Access or Fire & Life Safety Portions of the Project. The Architect shall prepare the CCD and is responsible for code and process compliance. The following define requirements for submittal of CCD to DSA.

1.6.2.1.1. **Changes to or affecting the Structural, Access or Fire-Life Safety Portions of the Project:**

1.6.2.1.1.1. These changes shall be classified as CCD Category A.

1.6.2.1.1.2. CCD Category A are required to be submitted to and approved by DSA prior to commencement of the affected work.

1.6.2.1.1.3. CCD Category A must be submitted to DSA using the CCD Category A form, DSA-140 available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.6.2.1.1.4. Submittal process requirements are defined herein below and must be followed.

1.6.2.1.2. **Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions:**

1.6.2.1.2.1. These changes shall be classified as **CCD Category B**.

1.6.2.1.2.2. CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA.

1.6.2.1.2.3. If DSA requires any CCD Category B to be submitted then they shall be submitted to DSA using the Category B form, DSA-141 available on the DSA web

site, forms page, at
<http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.6.2.1.2.4. If DSA requires a CCD Category B to be submitted then DSA will review for concurrence that it does not contain changes to, or affect the Structural, Access or Fire & Life safety portions of the project. If necessary, and at its sole discretion, DSA will re-assign the CCD to Category A.

1.6.2.1.3. **Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted herein). Changes to the construction cost are reported to DSA using form DSA-168 at the conclusion of the project.

1.6.2.2. **Submittal Process:** Submittal of CCDs must conform to the following requirements:

1.6.2.2.1. Must be submitted by the Architect.

1.6.2.2.2. Must be submitted to DSA using the appropriate form. The forms are available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.6.2.2.3. Each CCD submittal must use a separate DSA CCD Category form.

1.6.2.2.4. Each submittal must contain one DSA CCD Category form bound with two copies of the subject CCD except as noted herein.

1.6.2.2.5. The DSA CCD Category form must be filled out completely, leaving no fields blank.

1.6.2.2.6. Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

1.6.2.2.6.1. If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.

1.6.2.2.6.2. If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

- 1.6.2.2.7. Changes must be described clearly and completely.
- 1.6.2.2.8. Drawings, specifications, and calculations must be stamped and signed by the responsible Architect.
- 1.6.2.2.9. Reference to the specific portions of the drawings or specifications that are being changed must be included.
- 1.6.2.2.10. Changes to any testing or inspection requirements associated with the proposed change must be clearly described.
- 1.6.2.2.11. Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.
- 1.6.2.2.12. When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:
 - 1.6.2.2.12.1. Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
 - 1.6.2.2.12.2. Each change shall be clouded and identified on the drawing.
 - 1.6.2.2.12.3. All drawings must be re-stamped and re-signed by the responsible Architect.
- 1.6.2.2.13. The submittal must be by mail or delivery. (Electronic submittals may be accepted at the discretion of the DSA Regional Office. For electronic submittals submit one copy of the subject CCD along with one DSA CCD Category form. Fax submittals are not acceptable.)
- 1.6.2.3. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.6.2.4. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to
or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

2. PRE-DESIGN AND START-UP SERVICES

2.1. Project Initiation

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

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 2.2.6. Construction Cost Budget
 - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost

Budget prepared by the Architect:

- 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

2.3. Presentation

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

2.4. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and “model” program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;
- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

2.5. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

3. SCHEMATIC DESIGN PHASE

Upon District’s acceptance of Architect’s work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District’s review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.3. Architectural

- 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- 3.3.3. As applicable, identify proposed roof system, deck, insulation system and

drainage technique.

- 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

3.4. Structural

- 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

3.5. Mechanical

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
 - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 3.5.3.3. Schematic piping.
 - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.6. Electrical

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

3.6.3. Show system(s) selected on drawings as follows:

3.6.3.1. Single line drawing(s) showing major distribution system.

3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:

3.6.3.2.1. Load centers.

3.6.3.2.2. Main panels.

3.6.3.2.3. Switch gear.

3.6.4. Provide design criteria to include the intent base of design for the projects.

3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.7. Civil

3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

3.7.3. Coordinate finish floor elevations with architectural site plan.

3.8. Landscape

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

3.9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

3.10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- 3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - 3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- 3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- 3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- 3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

3.11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

3.12. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
- 3.12.2. Two copies of meeting Reports/Minutes;
- 3.12.3. Two copies of Schematic Design Package with alternatives;
- 3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;
- 3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date,

or notification in writing that Architect has not met or corresponded with DSA.

3.13. Presentation

3.13.1. Architect shall present and review with the District the detailed Schematic Design.

3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

4. DESIGN DEVELOPMENT PHASE

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

4.1. Architectural

4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.

4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

4.1.3. Identification of all fixed equipment to be installed in contract.

4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

4.1.5. Preliminary development of details and large scale blow-ups.

4.1.6. Legend showing all symbols used on drawings.

4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.

4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

4.1.9.1. Light fixtures.

4.1.9.2. Ceiling registers or diffusers.

4.1.9.3. Access Panels.

4.2. Structural:

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

4.3. Mechanical

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.
- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.4. Electrical

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.

- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.5. Civil

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

4.6. Landscape

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

4.7. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

4.8. Construction Cost Budget

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design

contingencies of no more than ten percent (10%) in the cost estimates.

4.9. Deliverables and Numbers of Copies

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;
- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

4.10. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

5. CONSTRUCTION DOCUMENTS PHASE

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

5.1. Construction Documents ("CD") 50% Stage:

5.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

5.1.2. Architectural

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

- 5.1.2.3. Architectural details and large blow-ups started.
- 5.1.2.4. Well developed finish, door, and hardware schedules.
- 5.1.2.5. Fixed equipment details and identification started.
- 5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 5.1.3. Structural
 - 5.1.3.1. Structural floor plans and sections with detailing well advanced.
 - 5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - 5.1.3.3. Completed cover sheet with general notes, symbols and legends.
- 5.1.4. Mechanical
 - 5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.
 - 5.1.4.2. Large scale mechanical details started.
 - 5.1.4.3. Mechanical schedule for equipment substantially developed.
 - 5.1.4.4. Complete design of Emergency Management System (“EMS”).”
- 5.1.5. Electrical
 - 5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
 - 5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
 - 5.1.5.3. All electrical equipment schedules started.
 - 5.1.5.4. Special system components approximately located on plans.
 - 5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 5.1.6. Civil
 - 5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase

Documents, including all topographical and major site elements and existing/proposed contour lines.

5.1.6.2. Site utility plans started.

5.1.7. Landscape

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

5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

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

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

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

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids

other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2. Construction Documents – 100% / Completion Stage:

5.2.1. Architectural

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

5.2.2. Structural

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

5.2.3. Mechanical

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

5.2.4. Electrical

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

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

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

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

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications

describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable

codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for review.

5.3. Construction Documents (CD) Final Back-Check Stage

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

5.3.3. Architect shall update and refine the consultants' completed Construction Documents.

5.4. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

6. BIDDING PHASE

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

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with sub-consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

7. CONSTRUCTION ADMINISTRATION PHASE

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

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

7.2. Change Orders

- 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

7.3. Submittals

- 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 - 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.
 - 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
 - 7.7.1.3. Verify and document assembly, equipment, and system function.
 - 7.7.1.4. Verify the completeness of operations and maintenance materials.
 - 7.7.1.5. Ensure that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems.
 - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
- 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.

- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
- 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Builts" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:
- These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
- 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).
- 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

- 7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.
- 7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of observation reports;
- 7.13.3. Two copies of weekly meeting reports.

7.14. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

- 7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. CLOSEOUT PHASE

- 8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:
 - 8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
 - 8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates

of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review and prepare a package of all warranty and O&M documentation.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance final payment release to the contractor(s); whichever is soonest.

8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

8.3. Deliverables and Number of Copies

- 8.3.1. Punch lists for each site;
- 8.3.2. Upon completion of the Project, all related project documents, including As-Builts, Record Drawings. These are the sole property of the District.

8.4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

9. MEETINGS / SITE VISITS / WORKSHOPS

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to

document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

9.2. General Meeting, Site Visit and Workshop Requirements

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
 - 9.3.1.3. During this meeting, the Architect shall:
 - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

- 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

9.4. Initial Site Visits (Three (3) meeting (s))

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

9.5. Meetings During Architectural Program (Three (3) meeting (s))

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its subconsultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific subconsultant(s). This workshop shall include the following:
 - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
 - 9.6.1.2. Architect and District shall review District goals and expectations;
 - 9.6.1.3. District shall provide input and requirements;
 - 9.6.1.4. Architect and District shall review Project scope and budget, including

the Construction Cost Budget and the Project Budget;

9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre- Design Phase, for documentation in a computer-generated Project schedule;

9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

9.7. Meetings During Design Development Phase (Six (6) meeting (s))

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.7.2. Value Engineering Workshop (Two (2) meeting (s))

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

9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.9. Meetings During Bidding Phase (Three (3) meeting (s))

9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.

9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9.10. Meetings During Construction Administration Phase

9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.

9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.

9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

9.11. Citizens' Bond Oversight Committee Meetings

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

9.12. Governing Board Meetings

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

EXHIBIT B

CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST CERTIFICATION FORM No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Public Entities.

[] Check box to indicate acceptance of clause, above, and provide the following information:

Signature: _____

Name: _____

Title: _____

Date: _____

PROPOSED ARCHITECT FEE SCHEDULE

CONTRACT AMOUNT	NEW CONSTRUCTION PERCENTAGE RATE	MODERNIZATION PERCENTAGE RATE
First \$500,000		
Next \$500,000		
Next \$1,000,000		
Next \$4,000,000		
Next \$4,000,000		
Excess of \$10,000,000		

* THE ABOVE FEES ARE TO BE APPLICABLE TO A VARIETY OF DELIVERY METHODS

EXHIBIT "C"

ADDITIONAL SERVICES – ROSTER OF RATES

POSITION	HOURLY RATE
Principal Architect	
Project Architect / Senior Associate	
Civil Engineering Coordinator Architect	
Senior Staff AutoCAD / Job Captain	
Interim Staff AutoCAD	
Assistant Staff AutoCAD / Drafting	
Clerical	
<u>List additional below:</u>	