
AGREEMENT NO. LCF 17/18-03

FOR ARCHITECTURAL & ENGINEERING SERVICES

BY AND BETWEEN

THE LA CAÑADA UNIFIED SCHOOL DISTRICT

AND

ARCHITECTURE FOR EDUCATION

FOR VARIOUS PROJECTS

ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT

This AGREEMENT is made and entered into this 5th day of June in the year 2018 between the **LA CAÑADA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **ARCHITECTURE FOR EDUCATION**, hereinafter referred to as "ARCHITECT". The DISTRICT and the ARCHITECT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES". This AGREEMENT is made with reference to the following facts:

WHEREAS, DISTRICT desires to obtain Architectural and Engineering services for the following projects:

LA CAÑADA HIGH SCHOOL

MPR/Food Service Improvement, Bldg 600

Project Number: 21.X-00000.0-92150-85000-6210-2100000

Estimated Construction Budget: \$950,000

Total Project Budget: \$1,420,000

Various Safety & Security Site Improvement

Project Number: 21.X-00000.0-92450-85000-6210-2100000

Estimated Construction Budget: \$750,000

Total Project Budget: \$1,081,000

Band Room Improvement

Project Number: 21.X-00000.0-92200-85000-6210-2100000

Estimated Construction Budget: \$876,000

Total Project Budget: \$1,231,000

Replacement of Track & Field Stadium Home Bleachers

Project Number: 21.X-00000.0-92500-85000-6210-2100000

Estimated Construction Budget: \$1,275,000

Total Project Budget: \$2,039,000

PARADISE CANYON ELEMENTARY SCHOOL

Various Safety & Security Site Improvement

Project Number: 21.X-00000.0-92450-85000-6210-1200000

Estimated Construction Budget: \$390,000

Total Project Budget: \$587,000

Lunch Shelter

Project Number: 21.X-00000.0-92750-85000-6210-1200000

Estimated Construction Budget: \$520,000

Total Project Budget: \$806,000

LA CAÑADA ELEMENTARY SCHOOL

Various Safety & Security Site Improvement

Project Number: 21.X-00000.0-92450-85000-6210-1100000

Estimated Construction Budget: \$660,000

Total Project Budget: \$937,000

hereinafter referred to as "PROJECT", located within the DISTRICT; and

WHEREAS, ARCHITECT understands and acknowledges that this PROJECT may be constructed using one or more delivery method of construction including Design-Bid-Build or Lease Leaseback, and agrees that it will coordinate all services and responsibilities set forth in this AGREEMENT with the pre-construction services consultant, if any for the PROJECT; and

WHEREAS, all services performed by the ARCHITECT for the completion of the PROJECT shall hereafter be performed pursuant to this AGREEMENT;

WHEREAS, the ARCHITECT acknowledges and agrees that it will be required to openly share information and cooperatively collaborate with the DISTRICT and other consultants for the benefit of the PROJECT; and

WHEREAS, ARCHITECT is fully qualified and licensed to provide school-related architectural services required by the DISTRICT and in conformity with the laws of the State of California.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - ARCHITECT'S SERVICES AND RESPONSIBILITIES

The ARCHITECT's basic services and scope of work shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in this AGREEMENT and as described in **Exhibit "A"**. The ARCHITECT agrees as follows:

1. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT.

2. The ARCHITECT shall perform all services hereunder expeditiously so as not to be the cause, in whole or in part, of delays in the completion of the PROJECT or in the achievement of any PROJECT milestones. Specifically, the ARCHITECT shall perform its services so as to allow for the full and adequate completion of the PROJECT within the time limits or schedules established and approved by the DISTRICT for the PROJECT. The ARCHITECT agrees to coordinate with DISTRICT's staff, Construction Managers, Project Managers or Program Managers if applicable (collectively "CM/PM"), and other consultants (collectively, "PROJECT TEAM") in the performance of its services under this AGREEMENT and shall be available to the PROJECT TEAM at all reasonable times.

3. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT shall be responsible for performing all of the services described in the ARCHITECT's Proposal. The PARTIES agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within the ARCHITECT's Proposal.

4. The ARCHITECT's services shall include the services of those consultants that are necessary to complete design of the PROJECT.

5. During all phases of the ARCHITECT's services performed under this AGREEMENT, the ARCHITECT shall attend regularly scheduled meetings with the DISTRICT to discuss the status of the PROJECT and to openly share information and cooperatively collaborate with the PROJECT TEAM

for the benefit of the PROJECT. The frequency of such meetings shall be determined by the DISTRICT. Minutes of these meetings shall be taken and distributed by the ARCHITECT.

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

7. The CONSTRUCTION DOCUMENTS shall be completed and submitted to the Division of the State Architect for review and approval on or before the date determined by the DISTRICT.

8. The services of this AGREEMENT shall be from June 5, 2018, until one of the following occurs; the ARCHITECT has satisfactorily completed all services in the AGREEMENT and the PROJECT has received Final Certification from the Division of the State Architect (DSA), or upon Termination pursuant to Article VII of this Agreement. The Services shall be performed in accordance with the schedule outlined in **EXHIBIT "A"** subject to revisions upon completion of Conceptual Design.

ARTICLE II. PROJECT AND CONSTRUCTION BUDGETS

1. The overall budget established by the District for the Project ("Project Budget") shall include the Construction Cost (defined in Paragraph 2 of this Article) together with all other costs incurred in connection with completion of the Project, including, but not limited to: cost of land, if any; equipment furnished by the District, except to the extent Architect influenced the design of such equipment; furnishings; cost of insurance; tests and surveys made at the District expense; Architect, Project Inspector (defined in Paragraph 2 of this Article) or other consultant fees; cost of plan-checking and other fees and permits; cost of advertising; and cost of District reproduced plans and specifications.

2. The cost for actual construction of the Project ("Construction Cost") is deemed to mean the total of the contracts for the completion of the work to construct the Project ("Work") for which the Architect shall have prepared complete drawings and specifications acceptable to the District, together with the sum of all subsequent additions to the contract amount(s) pursuant to change orders approved by the District when such change orders are the result of increased scope of the project. The Construction Cost shall not include: (i) any payments to the Architect pursuant to this Agreement; (ii) any fee paid (except for general conditions) to a construction manager ("CM"), if any; (iii) any fee paid to the construction-project inspector employed by the District in relation to the Project, as required by law ("Project Inspector"), or (iv) any other non-construction costs, fees or expenses.

3. The Estimate of Construction Cost of the Project in current dollars is as specified in the Recital of this Agreement. If the District instructs the Architect to make changes in the scope of the project, the District shall establish a revised Estimate of Construction Cost and the Architect's compensation adjusted in accordance with Article IV. Upon completion of the detailed site investigations by the Architect and Facilities Assessment and Conceptual phase of the design services whereas the detailed scope of each project is determined, the Architect and District may revise the Estimate of Construction Cost to match the agreed upon scope of each project.

4. The Architect shall assume an active role during the Schematic Design, Design Development and Construction Document phases. Adherence to the project schedule, building program, and Estimate of Construction Cost shall be the responsibility of the Architect. The Architect shall perform the following:

1. In the Schematic Design Phase, the Architect shall prepare and submit Construction Specification Institute, (CSI) Cost Estimate or Uniformat for each proposed design solution.

2. In the Design Development Phase, the Architect shall prepare and submit to the District a CSI Cost Estimate and Cost Estimate Supplement. Should the District require multiple contracts, the Architect shall prepare separate cost estimates for each separate bid phase, but not for each separate bid package when project is multi-prime bid.
3. In Construction Document Phase, the Architect shall prepare and submit CSI Cost Estimates, and Site Development Cost Estimates for OPSC (if project is to be funded with School Facility Program (SFP) Funds) at the 100% of Construction Document Phase. The CSI Cost Estimate(s), and Cost Estimate supplement(s), shall be updated and submitted to the District with the Design Development, Construction Documents, and final bid documents after DSA Backcheck with all revisions to the scope of the project incorporated therein. These estimates shall be subject to District review and the Architect shall incorporate all District corrections prior to the District's submittal to State Agencies such as: California Depart of Education (CDE), Office of Public School Construction (OPSC), Department of Toxic Substances and Control (DTSC) and, Department of health Services (DHS) for approval when applicable.
4. In the event any estimate during the course of the Project indicates a cost in excess of the Estimate of Construction Cost, the Architect shall immediately meet with the District for a resolution. The Architect shall offer reasonable alternatives for cost reduction. Upon determination of the adjustments to be made, the Architect shall make changes to the documents at no extra cost to the District and resubmit. The resulting new estimate shall be the Revised Estimate of Construction Cost. The Parties acknowledge, for purposes of such estimates, that labor and materials costs may be affected by matters beyond the control of the Architect.

ARTICLE III – SCOPE OF ARCHITECT'S SERVICES

1. The ARCHITECT's basic services include those described in this Article, and, in accordance with Article IX, Paragraph 1, shall, include, but not be limited to, structural, civil, mechanical, electrical, plumbing engineering, fire protection, sustainability, interior design, and landscape architecture services and any other services necessary to produce a reasonably complete, coordinated and accurate set of "CONSTRUCTION DOCUMENTS" defined as including, but not limited to, the following: Code research, design calculations, all plans, drawings, specifications, addenda and other documents listed and incorporated in this AGREEMENT and the final Construction Services Agreement between the DISTRICT and Contractor awarded the PROJECT ("CONTRACTOR"), and any modifications issued after execution of these referenced agreements.

2. The ARCHITECT shall work with the DISTRICT to determine the appropriate PROJECT description, which shall include the DISTRICT's needs, program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

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

4. The ARCHITECT shall incorporate into the CONSTRUCTION DOCUMENTS the DISTRICT's design standards as directed by the DISTRICT.

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

6. The scope of this PROJECT includes data networking and low voltage systems, the ARCHITECT shall incorporate the DISTRICT's technology specifications and standards provided by the DISTRICT into the PROJECT's CONSTRUCTION DOCUMENTS. The ARCHITECT, as part of its services, shall work with the DISTRICT and its consultants, if any, to make any design revisions to the low voltage systems being proposed by the ARCHITECT, as deemed necessary by the DISTRICT or its consultants, in order to meet the DISTRICT's low voltage and technology needs. Furthermore, the ARCHITECT shall obtain approval from the DISTRICT for designs pertaining to the DISTRICT's low voltage and technology systems prior to Division of the State Architect ("DSA") approval. The ARCHITECT shall make appropriate revisions to the technology specifications that are provided by the DISTRICT to ensure that the specifications are coordinated with the drawings.

7. The ARCHITECT shall obtain required applicable approvals from governmental agencies including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, traffic improvements, telephone, cable/TV, antenna based services (e.g., Dish Network), internet providers, public utilities, health department, the fire department, and DSA. The ARCHITECT shall assist the DISTRICT in preparing the required documents to obtain the approvals of plans from California Department of Education (CDE), and approvals of funding from the Office of Public School Construction (OPSC) if eligible for state funding. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals. In the event CDE review requires changes to the design, such changes shall be made by the ARCHITECT at no additional cost to the DISTRICT.

8. The ARCHITECT shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the PROJECT. If, in the ARCHITECT's professional opinion, there are questions or concerns regarding the reliability or accuracy of any documents showing the as-built or existing conditions affecting the PROJECT, the ARCHITECT shall immediately notify the DISTRICT in writing.

9. The ARCHITECT shall make revisions in Drawings, Specifications, or other CONSTRUCTION DOCUMENTS when such revisions are necessary due to the ARCHITECT's failure to comply with any regulatory requirements, approvals, DISTRICT's standards, or instructions previously given by DISTRICT, including revisions made necessary due to value engineering efforts to reduce the estimated construction cost.

10. The ARCHITECT shall provide architectural services, at no additional costs through the completion of the Design Development Phase, required due to programmatic changes in the PROJECT including, but not limited to, size, quality and complexity.

11. The ARCHITECT shall assist the DISTRICT to determine the "APPROVED CONSTRUCTION BUDGET" for the PROJECT as defined in Article II of this AGREEMENT.

12. The ARCHITECT shall provide analysis to the DISTRICT regarding ownership and operating and maintenance costs of equipment specified for the PROJECT. The ARCHITECT shall work with the DISTRICT to utilize grants and outside and alternative funding sources.

13. The ARCHITECT shall provide interior design and other architectural services required for or in connection with graphics and signage, furniture layout or other design work to fully complete the work as depicted in the CONSTRUCTION DOCUMENTS.

14. The ARCHITECT shall assist the DISTRICT in establishing eligibility for state School Facility Program (SFP) funding and the development and submittal of application for eligibility and application for funding.

15. The ARCHITECT shall cooperate and consult with DISTRICT in the use and selection of manufactured items for the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design. To the extent the ARCHITECT is not familiar with suppliers, fabricators or manufacturers specified in the CONSTRUCTION DOCUMENTS, the ARCHITECT, in its professional discretion, shall request a submittal package or visit suppliers, fabricators, and manufacturers' facilities for finish materials such as, carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT. Written approval from the DISTRICT is required prior to making any visits as stated in this Paragraph.

16. The ARCHITECT shall certify to the best of its knowledge pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos or asbestos-containing material, or other hazardous materials including lead, PCB's and other materials deemed hazardous by the State of California, was specified as a building material in the CONSTRUCTION DOCUMENTS for the PROJECT and will ensure that CONTRACTORS provide DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final PROJECT submittal.

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

18. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of DISTRICT, attend public hearings and other public meetings. In addition, ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

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

20. The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT. The ARCHITECT shall furnish, process and obtain, with the DISTRICT's assistance, all permits or other required approvals for the construction and operation of the Project. All architectural and engineering information required to prepare, process and obtain approvals and permits for the construction of the Project shall be provided by the ARCHITECT at no additional cost to the District.

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

22. The ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD or other similar approved format files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT to the DISTRICT's Reproduction House when so requested by the DISTRICT during the course of the PROJECT at no additional cost. The DISTRICT may request that such documents be delivered to the DISTRICT's Reproduction House in DWG, PDF, RVT, PLOT or TIFF format.

23. The DISTRICT shall provide the general and supplementary conditions for the PROJECT. The ARCHITECT shall review and coordinate the Construction Services Agreement, general

conditions and supplementary conditions with all other CONSTRUCTION DOCUMENTS which shall be prepared by the ARCHITECT as set forth herein this AGREEMENT.

24. The ARCHITECT shall commit the same PROJECT representatives throughout the entire duration of the AGREEMENT, unless the DISTRICT has specifically agreed to in writing the replacement of any PROJECT representatives.

25. The ARCHITECT shall develop, update and maintain, subject to approval by the DISTRICT, an estimated schedule ("Design Schedule") of its activities pursuant to this AGREEMENT related to design of the PROJECT that covers all activities through award by the DISTRICT of the Construction Contract for all Work. Once established, the DISTRICT, at its discretion, may require reasonable changes to the Design Schedule in order to accommodate changes in circumstances related to the PROJECT.

26. The ARCHITECT shall conduct a quality control review of the drawings and specifications and make any changes or corrections needed prior to submission of drawings and specifications to the DISTRICT. The quality control review shall be based on the most recent edition of "Redicheck Interdisciplinary Coordination" by William T., and Martha W. Nigro or an equivalent quality control system. The Architect shall perform a detailed analysis and report on the quality control review. The ARCHITECT shall advise DISTRICT in writing upon completion of such analysis and report, and shall review and discuss the report in detail with the DISTRICT. The Quality Control review must be documented and copies of the documents must be submitted to the DISTRICT with each submittal.

27. **Design Milestones Requirement & Documents Standards at each Design Milestones shall be discussed with the DISTRICT prior to submittal.**

28. **Conceptual Design Phase**

a. The ARCHITECT shall prepare the Conceptual Plans which shall contain the goals of the DISTRICT and other information related to the PROJECT provided by the DISTRICT to ascertain the requirements of the PROJECT.

a. The Architect shall conduct a complete evaluation ("Facilities Condition Assessment & Site Investigations") of the existing facilities to establish and verify the conditions of the facilities, locations of existing utilities, and presence of hazardous materials such as lead and asbestos. The Architect shall meet with maintenance staff and review maintenance records and as-builts during the evaluation.

b. The ARCHITECT shall develop, update and maintain, subject to approval by the DISTRICT, an estimated schedule ("Design Schedule") of its activities pursuant to this AGREEMENT related to design of the PROJECT that covers all activities through award by the DISTRICT of the Construction Contract for all Work. Once established, the DISTRICT, at its discretion, may require reasonable changes to the Design Schedule in order to accommodate changes in circumstances related to the PROJECT.

c. The ARCHITECT shall meet with DISTRICT staff, review existing record drawings, project file archives, site surveys, seismic data, geotechnical and other test reports, and other related documents available through the DISTRICT.

i. Present various options for building improvements. Develop tentative schemes, or methods, studies and evaluations and any other documentation in sufficient detail to facilitate comparison of the alternatives, prepare rough-order of magnitude construction estimates for each option.

- ii. Prepare an overall project delivery schedule accommodating completion of all work, including closeout.
- iii. Present findings and various options to DISTRICT staff for discussion and final approval.

29. Schematic Design Phase

a. Upon approval by the DISTRICT of the Conceptual Design, the ARCHITECT shall further develop one of the three concepts and present it to the DISTRICT for schematic planning approval, with estimated costs and building area tabulations, together with a general description of the PROJECT including floor plans, interior elevations, site plans, exterior elevations, building sections, computer generated 3-D studies, and any other documentation in sufficient detail to illustrate the scale and relationship of PROJECT components.

b. The ARCHITECT shall attend meetings with DISTRICT stakeholders, consultants and community members as requested by the DISTRICT. The ARCHITECT shall provide meeting materials, such as boards and PowerPoint presentations, as needed.

c. Documents prepared by the ARCHITECT for Schematic Design Phase submittal shall conform to the DISTRICT's standards. The submittal shall include a preliminary estimate of the Construction Cost. The ARCHITECT shall develop such Schematic drawings to ensure that the project construction cost is within the APPROVED CONSTRUCTION BUDGET.

29. Design Development Phase (Preliminary Plans)

a. Upon approval by the DISTRICT of the Schematic Design Documents, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall illustrate refinement of design, establishing scope, relationships, form, size and appearance of the PROJECT by means of site and floor plans, elevations, cross sections, typical construction details, equipment layouts, and other documents necessary to depict the Design of the PROJECT, and shall further the outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, architecture, civil, landscape, structural, mechanical, electrical, plumbing, materials, and such other essentials as may be appropriate.

b. The ARCHITECT shall include a description of any unusual construction details or features or special products or systems.

c. For constructability and to fully coordinate existing conditions into CONSTRUCTION DOCUMENTS prepared by ARCHITECT, ARCHITECT shall develop a plan to be approved by the DISTRICT to investigate and take measurements of observable existing conditions and facilities. Where existing conditions are concealed, ARCHITECT shall make reasonable recommendations to the DISTRICT as to whether such conditions should be exposed and, if so, the specific extent of such exposure. The DISTRICT will determine whether to follow the ARCHITECT's recommendations. If the DISTRICT decides to take action to expose concealed conditions, ARCHITECT shall proceed with investigating and taking measurement upon written request and approval of the DISTRICT.

d. The ARCHITECT is required during the Design Development Phase to collaborate with the DISTRICT to keep the PROJECT within all scope constraints set by the DISTRICT, as well as the APPROVED CONSTRUCTION BUDGET. The ARCHITECT shall prepare an estimate of the construction cost and submit it to the DISTRICT and advise the

DISTRICT, in writing, if changes to the building program are necessary to ensure the project can be constructed within the APPROVED CONSTRUCTION BUDGET.

e. The ARCHITECT shall produce three (3) sets of Design Development Documents for the DISTRICT's review and approval, at the ARCHITECT's expense, prior to ARCHITECT beginning the Construction Documents Phase. The ARCHITECT shall also submit to the DISTRICT CD-ROM containing the AutoCAD drawings (including X-refs), and design calculations, sketches for all design disciplines.

f. The ARCHITECT shall make initial contact and consult with the Division of the State Architect (DSA), State Fire Marshall, local fire authorities, city or county street and engineering departments, and utility companies to determine their requirements and shall secure their preliminary approval and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

g. During the Design Development Phase, the ARCHITECT in consultation with the DISTRICT shall be responsible for filing the Preliminary Plans and other documents with the CDE or other governmental agencies, as required by law. The ARCHITECT shall provide the DISTRICT with a copy of, and proof of filing of, each document so filed. If required by the DISTRICT, the ARCHITECT shall prepare and file the Educational Specifications in accordance with CDE requirement.

h. The Design Development Phase shall consist of sufficient ARCHITECT and consultant drawings and other documents to adequately define all spaces, systems, sizes of equipment, etc., required for the PROJECT.

30. Construction Documents Phase (Final Plans)

The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, CONSTRUCTION DOCUMENTS (in most recent AutoCAD or similar DISTRICT approved format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of DSA. The CONSTRUCTION DOCUMENTS shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT. All CONSTRUCTION DOCUMENTS prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.

a. The ARCHITECT shall print and distribute to the DISTRICT three (3) full size sets of plans and specifications at 50% and 100% completion, as well as, any sets for ARCHITECT's consultants, as part of the basic fee services. DISTRICT approval of the 50% complete CONSTRUCTION DOCUMENTS is required before proceeding to the 100% CONSTRUCTION DOCUMENTS. In each submittal package, the ARCHITECT shall submit to the DISTRICT CD-ROM(s) containing the AutoCAD drawings (similar DISTRICT approved format), sketches, and design calculations for all design disciplines, and specifications in Microsoft Word format. DISTRICT approval of the 100% CONSTRUCTION DOCUMENTS must be received by the ARCHITECT before submission of the final plans to DSA or any other applicable governmental agencies. ARCHITECT shall make all required corrections in such 100% CONSTRUCTION DOCUMENTS consistent with the DISTRICT requirements before submission of final plans to DSA and any other applicable governmental agencies.

b. The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all applicable governmental agencies having jurisdiction over the PROJECT including, but not limited to, OPSC, CDE, DSA, City Design Review, County Health Department, Department of Public Works, and others which have jurisdiction over the PROJECT. The Architect shall provide the District with a copy of, and proof of filing of, each document so filed. The DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. All costs associated with governmental agency fees when the ARCHITECT pays such fees on behalf of the DISTRICT shall be reimbursed at direct cost, with no mark-ups. After the DSA, the District, and other agencies have completed their reviews, the Architect with Architect's consultants, shall attend a meeting with District representatives to discuss review items of such agencies and the District. Prior to the conclusion of the meeting, the Architect shall commit to a date to have incorporated the agreed-upon corrections, accomplished the backchecks of the District and other reviewing agencies, and obtained DSA approval. Within five days of the meeting, the ARCHITECT shall issue a letter to the DISTRICT stating the date when the ARCHITECT will complete the corrections and resubmit the construction documents to the agencies in order to obtain final approvals.

c. When the ARCHITECT is preparing the CONSTRUCTION DOCUMENTS, the ARCHITECT shall include provisions that require the CONTRACTOR to:

1. Provide the DISTRICT with three (3) complete sets of operation manuals; and CD-ROM containing the manuals in PDF format.
2. Provide adequate training and consultation to DISTRICT personnel in the operation, testing, start-up, adjusting and balancing of mechanical, electrical, heating, air conditioning and other systems installed by CONTRACTOR or its subcontractors; and
3. Prepare a marked set of prints which indicates the dimensioned location of buried utility lines and showing significant changes in the work made during construction ("as-built documents"). All as-built documents shall be provided to the DISTRICT in a format approved by the DISTRICT.

d. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the construction cost arising from market fluctuations or approved changes in scope or requirements.

e. The DISTRICT may, in its sole discretion, require the ARCHITECT to submit its CONSTRUCTION DOCUMENTS for constructability reviews at 50% and/or 90% completion to the DISTRICT, and/or other third-party consultant(s) (if applicable) retained by the DISTRICT. The DISTRICT, ARCHITECT, ARCHITECT'S consultants, and other third-party consultant (if applicable) will confer and consult with each other and the DISTRICT to arrive at mutual understandings and agreements as to which of the constructability review comments are to be incorporated into the CONSTRUCTION DOCUMENTS. Any revisions or comments resulting from such mutual agreements of the constructability review shall be incorporated into the ARCHITECT's documents at no additional cost to the DISTRICT. The ARCHITECT shall incorporate all mutually agreed upon revisions following such constructability reviews, unless otherwise specifically directed by the DISTRICT in writing and shall submit the revised CONSTRUCTION DOCUMENTS to the DISTRICT for approval. Any costs or claims arising

from the ARCHITECT's failure to incorporate any such constructability review revisions shall be the responsibility of the ARCHITECT, unless otherwise specifically directed by the DISTRICT in writing.

f. Separate Bids. As part of the preparation of Construction Contract Documents and if so directed by the District, drawings and specifications shall be prepared so that portions of the Work or each project may be performed pursuant to separate construction contracts or so that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred.

g. The ARCHITECT shall collaborate with the DISTRICT and perform Construction Document Services to keep the PROJECT within all scope constraints set by the DISTRICT, as well as, the APPROVED CONSTRUCTION BUDGET, unless otherwise modified by written authorization by the DISTRICT.

h. If any estimates of the construction cost exceed the APPROVED CONSTRUCTION BUDGET, the ARCHITECT shall make necessary revisions to the plans and specifications to reduce the estimated cost of construction to the APPROVED CONSTRUCTION BUDGET.

i. Approval of Documents. When the drawings, specifications, and other Contract Documents are complete, the ARCHITECT shall present them to the DISTRICT for final review. The final drawings and specifications prepared by the Architect shall meet with the approval of the DISTRICT, which shall not be unreasonably withheld, and the estimated Construction Cost based on such Contract Documents shall not exceed the APPROVED CONSTRUCTION BUDGET.

31. Contract Award Phase

a. The ARCHITECT, following the DISTRICT's approval of the CONSTRUCTION DOCUMENTS, shall assist the DISTRICT in preparing, reviewing and finalizing the bid documents and all other forms necessary for the award of the contract for the construction of the PROJECT.

b. The ARCHITECT shall coordinate the requirements set forth in the Construction Services Agreement with the final CONSTRUCTION DOCUMENTS.

c. When approved and directed by the DISTRICT, the ARCHITECT shall provide working drawings and specifications that provide for alternate bids, consistent with and in the manner provided by applicable law. The ARCHITECT shall ensure that the estimate of Construction Cost made after providing for such alternate bids is within the Construction Budget as that may be established or revised by the District.

d. The ARCHITECT shall assist in obtaining competitive bids from qualified contractors and, during the period of bidding, the Architect shall be available to interpret the Contract Documents and to prepare and distribute any addendum or addenda required before bids are received. The ARCHITECT shall assist the District in investigating and evaluating the responsiveness and responsibility of the bidders and shall make recommendations to the District regarding award of the Construction Contract(s). The ARCHITECT shall prepare bid tabulations and bid analyses as required by the District.

e. The ARCHITECT shall deposit a reproducible set of CONSTRUCTION DOCUMENTS at the DISTRICT's Reproduction House for the bid and for the printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file or similar approved format CD containing all CONSTRUCTION DOCUMENTS for the PROJECT, including all other documents submitted to DSA.

32. Construction Phase

a. The Construction Phase shall commence on the date the CONTRACTOR receives the Notice to Proceed from the DISTRICT.

b. Prior to start of construction, the following two documents are required:

1. Contract Information Form DSA-102.
2. Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

c. The ARCHITECT shall reproduce five (5) complete full size sets of the CONSTRUCTION DOCUMENTS for the DISTRICT's and its consultants' use at the ARCHITECT's expense. The remaining sets are to be provided as reimbursable expenses in conformance with Article X.

d. The ARCHITECT shall provide technical direction to a full-time Project Inspector employed by and responsible to the DISTRICT as required by applicable law. The Architect shall perform all the duties of the Architect/Engineer as specified in DSA Procedure PR 13-01. The ARCHITECT shall verify and ensure that the Project Inspector is properly performing his/her assigned duties and abiding by the guidelines specified in DSA Procedure PR 13-01.

e. The ARCHITECT, in collaboration with the DISTRICT and CM/PM if any, shall evaluate and make written recommendations regarding any proposals submitted by the CONTRACTOR for possible Change Orders.

f. The ARCHITECT shall be responsible for reviewing and ensuring that the CONTRACTOR is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built mark-ups prepared by the CONTRACTOR on a monthly basis and report whether they appear to be up to date based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built mark-ups are not being kept up to date by the CONTRACTOR, the ARCHITECT shall recommend withholding an appropriate payment from the CONTRACTOR's monthly draw request.

g. The ARCHITECT will endeavor to secure compliance by CONTRACTOR with the contract requirements, but does not guarantee the performance of the CONTRACTOR.

h. The ARCHITECT shall provide general administration of the CONSTRUCTION DOCUMENTS including, but not limited to the following:

1. Visiting the PROJECT site at least once per week to render architectural observation which is distinguished from the continuous personal inspection of the Project Inspector (in no case shall the number of visits be less than once every week) in order to:

i. Become generally familiar with, and to keep the DISTRICT informed about the progress and quality of the portion of the work completed, including a weekly written report for DISTRICT review;

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

iii. Determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the CONSTRUCTION DOCUMENTS;

iv. Attend and conduct weekly on-site construction meetings and being otherwise available to DISTRICT and the Project Inspector for site meetings on an "as-needed" basis; Prepare and distribute meeting minutes.

v. Examine CONTRACTOR applications for payment and issuing certificates for payment in amounts approved by the necessary parties;

vi. Verify at least monthly, in coordination with the Project Inspector, that as-built documents are being updated per the Construction Services Agreement;

2. Making regular reports as may be required by governing agencies;

3. Reviewing schedules and shop drawings for compliance with design;

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

5. Preparing Change Orders for written approval by the DISTRICT;

6. Making punch-list observations of the PROJECT;

7. Provide such assistance as may be required by the DISTRICT during the commissioning of Building Systems.

8. Determining date of completion of the PROJECT;

9. Providing a color schedule of all materials for the PROJECT for DISTRICT review and approval. The ARCHITECT shall allow adequate time as

may be necessary to ensure that the DISTRICT has approved the color schedule of all materials prior to DSA back-check;

10. Assembling and delivering to the DISTRICT four (4) complete sets of written guarantees, instruction books, diagrams, charts, and as-built documents that must be provided by the CONTRACTOR under the Construction Services Agreement;

11. Issuing the ARCHITECT's certificate of completion and final certificate for payment; and

12. Providing any other architectural services to fulfill the requirements of the CONSTRUCTION DOCUMENTS and this AGREEMENT.

i. The ARCHITECT, as part of its basic services, shall advise the DISTRICT of any known or observed deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.

j. The ARCHITECT shall be the interpreter of the requirements of the CONSTRUCTION DOCUMENTS and advise the DISTRICT as to the performance by the CONTRACTOR thereunder.

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

l. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the CONSTRUCTION DOCUMENTS. The ARCHITECT shall promptly inform the DISTRICT, whenever, in the ARCHITECT's opinion, it may be necessary, to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the CONSTRUCTION DOCUMENTS, whether work is fabricated, installed or completed.

m. The ARCHITECT shall not issue orders to the CONTRACTOR that might commit the DISTRICT to extra expenses or otherwise amend the CONSTRUCTION DOCUMENTS without first obtaining the written approval of the DISTRICT.

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

o. The ARCHITECT shall at no additional cost provide architectural services made necessary by defects or deficiencies in the work of any Contractor working on the PROJECT which through reasonable care should have been discovered by the ARCHITECT and promptly

reported to the DISTRICT and any Contractor, but which ARCHITECT failed to do, so long as discovery would have made such additional services and costs unnecessary.

p. In collaboration with the CM/PM, the ARCHITECT shall review and certify the amounts due the CONTRACTOR. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and verification of the work completed at the site, and material stored, if being billed against, as required in this AGREEMENT and personal knowledge as set forth in Part 1 Title 24 California Code of Regulations Section 4-201 et seq., that the work has progressed to the level certified, that quality of the work is in accordance with the CONSTRUCTION DOCUMENTS, that the as-built documents are up-to-date and that the CONTRACTOR is entitled to payment in the amount certified.

q. The ARCHITECT shall review and approve or take other appropriate action upon CONTRACTOR's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the CONSTRUCTION DOCUMENTS. The ARCHITECT's action shall not delay the work, but should allow for sufficient time in the ARCHITECT's professional judgment to permit adequate review. The ARCHITECT shall not be required to review partial submissions or those for which submissions or related items have not been received. However, the ARCHITECT shall immediately provide the DISTRICT with written notice of the CONTRACTOR's failure to comply with the CONSTRUCTION DOCUMENTS or the CONTRACTOR's contract requirements.

r. The ARCHITECT shall prepare Change Orders with supporting documentation and data for the DISTRICT's review in accordance with the CONSTRUCTION DOCUMENTS, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall work with the CM/PM to evaluate CONTRACTOR's proposals for possible Change Orders.

s. The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the CONSTRUCTION DOCUMENTS and issue a final certificate for payment upon CONTRACTOR's compliance with the requirements of the CONSTRUCTION DOCUMENTS. The ARCHITECT and its Consultants shall thoroughly examine and buildings, building systems and site to verify that the Contractor has completed all work in accordance with the DSA approved Construction Documents and that all building systems have met performance criteria in the Construction Documents and are functioning properly.

t. The ARCHITECT shall provide written evaluation of the CONTRACTOR's performance under the requirements of the CONSTRUCTION DOCUMENTS when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors or deficiencies with respect to the CONTRACTOR's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the CONTRACTOR with written notification of such defects, errors or deficiencies. The ARCHITECT shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs as these are the responsibilities of the CONTRACTOR working on the PROJECT as detailed in the CONSTRUCTION DOCUMENTS.

u. The ARCHITECT, along with the CM/PM, shall:

1. Review all Requests for Information ("RFI's"), submittals, and substitution requests. It shall be the goal of the ARCHITECT to work with the CM/PM and CONTRACTOR so that RFI's will only be issued to document solutions rather than raise questions that have not previously been the subject of a conversation. To the extent that resolution of the issue may affect the progress of construction, the issue shall be documented during the weekly construction meeting;
2. Determine the data criteria required to evaluate requests for substitutions;
3. The ARCHITECT shall be responsible for ensuring that all RFI's, submittals and substitution requests are responded to not later than fourteen (14) days, or as soon as the circumstances require.

v. The ARCHITECT shall make subsequent revisions to drawings, specifications and other documentation resulting from the approval of a substitution requests, RFI's, or submittals, if required.

w. The ARCHITECT shall be responsible for gathering information and processing forms required to obtain approval of applicable governing authorities, including, without limitation, local fire authorities, building departments, OPSC, and DSA, in a timely manner and ensure proper PROJECT close-out.

x. The ARCHITECT shall obtain DSA approval of changes to DSA approved construction documents in accordance with DSA IR A-6. Furthermore, the ARCHITECT shall maintain a log of all Change Orders, including status, for DISTRICT's review and approval. ARCHITECT shall submit the change order log to the DISTRICT with its monthly invoice. Submission of the change order log is a requirement for payments to the ARCHITECT during the course of construction.

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

z. Within thirty (30) days after the completion of the construction, upon receipt of as-built documents from the CONTRACTOR and before receipt of final payment, ARCHITECT will review the as-built documents prepared by the CONTRACTOR and revise the record drawings and specifications so that they include all material changes made necessary by Change Orders, RFI's and clarifications as noted by the CONTRACTOR in its as-built documents. The ARCHITECT shall incorporate such changes into the final as-built documents as in accordance with the requirements established by the DISTRICT'S Facility Design Standards.

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

33. Project Close-Out

a. The ARCHITECT shall assure the delivery of all documents required for Project Certification by DSA, including but not limited to the following documents described in Sections 33 (b) and (c) below prior to issuance of a "Certificate of Completion".

b. During the period the PROJECT is under construction the following documents are required:

1. Copies of the Inspector of Record's semi-monthly reports.
2. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT.

c. Upon completion of construction of the PROJECT, the following reports are required:

1. Copy of the Notice of Completion.
2. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer.
3. Final Verified Report Form DSA-6 certifying all work is 100% complete from the CONTRACTOR, Project Inspector and any Special Inspector(s).
4. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
5. Weighmaster's Certificate (if required by approved drawings and specifications).
6. Copies of the signature page of all Addenda as approved by DSA.
7. Copies of the signature pages of all Deferred Approvals as approved by DSA.
8. Copies of the signature page of all Change Orders as approved by DSA.
9. Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

ARTICLE IV - ADDITIONAL ARCHITECT'S SERVICES

1. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written

authorization from the DISTRICT before rendering such services. If the District requests changes or additional Architectural Services that are not within the scope of this Agreement ("Additional Services"), the Architect shall provide such Additional Services at the hourly personnel rates set forth in **Exhibit C**. Compensation for such services shall be negotiated and approved in writing by the DISTRICT, and shall be supported by all appropriate documentation such as invoices, timesheets, payroll records, or other documents reasonably requested by the DISTRICT. ARCHITECT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing pursuant to Article III. Such services shall include:

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

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

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

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

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development where segregation does not arise from ARCHITECT exceeding the APPROVED CONSTRUCTION BUDGET, then plan preparation and/or contract administration work to prepare the segregated plans is an additional service subject to prior negotiation and DISTRICT Board approval.

f. Providing contract administration services after the construction schedule has been exceeded through no fault of the ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.

g. Retaining special consultants that are required for the PROJECT and are not part of the ARCHITECT's basic services as set forth in this AGREEMENT. Prior written approval must be provided by the DISTRICT before the ARCHITECT retains any special consultants.

h. Preparing special delineations, models and renderings not provided for in Article II and specifically requested by the DISTRICT, but not for any such delineations, models or renderings used by the ARCHITECT for internal purposes or for study.

i. Preparing measured site utilities as-built drawings necessary for the PROJECT.

j. Providing commissioning of building systems. Notwithstanding, the ARCHITECT shall inspect and verify that all building systems are operational and performing as designed.

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

2. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The PROJECT Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and

ARCHITECT. Through the observations of such PROJECT Representative(s), the ARCHITECT shall endeavor to provide protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

ARTICLE V - DISTRICT'S RESPONSIBILITIES

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.

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

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

4. DISTRICT shall provide site civil topographic boundary surveys, soils/geotechnical surveys, technology specifications and standards, security, and hazardous materials survey (existing and offsite).

5. To the extent available, the DISTRICT shall provide ARCHITECT with the available documents regarding existing conditions and/or facilities. The DISTRICT makes no warranties or guarantees regarding the accuracy of these documents and the ARCHITECT shall confirm any existing conditions and/or facilities as required in this AGREEMENT.

ARTICLE VI - ARCHITECT'S DRAWINGS AND SPECIFICATIONS

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

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications or other documents for a project or projects other than that which is the subject of this AGREEMENT, and for which the ARCHITECT is not the architect of record, the parties will negotiate specific terms and conditions of such re-use in an Amendment to this AGREEMENT signed by both parties.

ARTICLE VII - TERMINATION

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

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

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

4. This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days written notice to the ARCHITECT. In the event of a termination without cause, the DISTRICT shall pay to the ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the ARCHITECT for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the ARCHITECT. In addition, ARCHITECT will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the ARCHITECT under this Paragraph through 50% completion of the ARCHITECT's portion of the PROJECT and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to ARCHITECT as termination cost. This 3% payment is agreed to compensate the ARCHITECT for the unpaid profit ARCHITECT would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

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

ARTICLE VIII - ACCOUNTING RECORDS OF THE ARCHITECT

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the extra services of this PROJECT and records of accounts between the DISTRICT and ARCHITECT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or its authorized representative at mutually convenient times. ARCHITECT shall retain all records related to this PROJECT for a minimum of three (3) years beyond DSA Certification.

2. DISTRICT or the DISTRICT's Designated Representative shall have access to any plans, specifications, books, documents, accounting records, papers, PROJECT correspondence, PROJECT files and other records of ARCHITECT or its subconsultants, provided in **Exhibit "C"**, directly or indirectly related to the PROJECT upon reasonable notice, during normal business hours. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, photocopies, photographs and videos at DISTRICT's expense.

ARTICLE IX - COMPENSATION TO THE ARCHITECT

1. ARCHITECT agrees to perform the Services provided by this AGREEMENT and shall be compensated in accordance with attached **Exhibit "B"** and this Article IX. ARCHITECT shall maintain and submit appropriate documentation to support all compensation or costs invoiced by the ARCHITECT pursuant to this AGREEMENT such as receipts, invoices, timesheets, payroll records, or other documents reasonably requested by the DISTRICT.

2. ARCHITECT shall submit one (1) invoice monthly to the DISTRICT for all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any) and additional services (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of the DISTRICT's authorization notice for invoiced item(s), if applicable. Invoices requesting payment for Additional Services must reflect hours being charged and include a copy of the DISTRICT's authorization notice. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or additional services absent the prior written authorization of the DISTRICT. All charges incurred under this AGREEMENT shall be due and payable not later than forty-five (45) days after approval of the invoice.

3. Payments for architectural services provided pursuant to this AGREEMENT shall be as follows:

a. Conceptual Design Phase: Upon completion of the Conceptual Design Phase, the Architect may request payment of up to five percent (5%) of the total Basic Fee. Billings shall be monthly or lump sum, in arrears, up to five percent (5%) of the FIXED FEE, based upon work completed.

b. Completion of Schematic Design Phase: increase to fifteen percent (15%) of the FIXED FEE. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of the FIXED FEE, based upon work completed.

c. Completion of Design Development: increase to thirty percent (35%) of the FIXED FEE. Billings shall be monthly or lump sum, in arrears, up to thirty percent (35%) of the FIXED FEE, based upon work completed.

d. Construction Documents: compensation shall be up to sixty percent (70%) of the fixed fee. Billings shall be monthly or lump sum, in arrears, up to sixty percent (70%) of the fixed fee, based upon work completed as determined by the DISTRICT. Work during this phase includes incorporating all agreed upon constructability review comments and submission of all completed documents to DSA. ARCHITECT shall provide DISTRICT with documents or other evidence reasonably requested by the DISTRICT to support DSA submittal of all required documents.

f. Incorporation of Back-Check Comments from DSA into Construction Documents and Final Construction Documents Approval by DSA: increase to sixty-five percent (75%) of the fixed fee. Billings shall be monthly or lump sum, in arrears, up to sixty-five percent (75%) of the fixed fee, based upon work completed and requires final stamped approval from DSA.

g. Contract Award Phase: increase to seventy five percent (80%) of the fixed fee. Billings shall be monthly or lump sum, in arrears, up to seventy five percent (80%) of the fixed fee, based upon work completed.

h. Construction, Project Completion and Recordation of the Notice of Completion: Billings during the Construction, Project Completion and Recordation of the Notice of Completion Phase of the PROJECT shall be submitted monthly, in arrears, in proportion to the percentage of work certified completed by ARCHITECT – up to ninety-four (94%) of the total fixed fee for the PROJECT.

i. Close-Out Phase: Completion of all requirements under Article II, Paragraph 32, PROJECT documentation, including, without limitation, record and as-built documents forwarded to DISTRICT and the applicable governmental agencies having jurisdiction. The required documents (independent of DISTRICT requirements) shall be delivered within sixty (60) days of PROJECT acceptance. Upon submission of all required documents and information to DSA for close-out and certification, and upon approval and confirmation by the DISTRICT that all required documents have been submitted to DSA, the DISTRICT shall pay up to ninety-eight (98%) of the total fixed fee for the PROJECT.

j. DSA Certification of Project: Upon receipt of final PROJECT close-out certification from DSA, the DISTRICT shall release the final two percent (2%) of the fixed fee to increase the total amount paid to ARCHITECT to one hundred percent (100%) compensation due for the PROJECT.

4. DISTRICT may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of ARCHITECT to make payments properly to its employees or consultants; or (3) failure to adhere to the PROJECT schedule or to achieve sufficient progress with the design work such that ARCHITECT is unlikely to achieve timely completion.

ARTICLE X - REIMBURSABLE EXPENSES

1. Reimbursable expenses are in addition to the Basic Fee and Additional Services, and shall be paid to the ARCHITECT at one and five-hundreth (1.05) times the expenses incurred by the ARCHITECT.

2. The descriptive categories of approved expenses that may be considered for reimbursement are defined in **Exhibit "B"**. DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses for items not included in **Exhibit "B"** as an allowable reimbursable expense, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. Payment for these reimbursable expenses shall be made as set forth in Article X.

ARTICLE XI - EMPLOYEES AND CONSULTANTS

1. The ARCHITECT, as part of its basic professional services, shall furnish, at its expense, the services of all consultants necessary for the completion of the PROJECT, including, but not limited to: structural, civil, mechanical, and electrical engineers, a landscape architect, theater and acoustical consultants and other necessary design professionals as determined by ARCHITECT and acceptable to the DISTRICT, properly skilled and licensed in the various aspects of the design and construction of the facilities required for the PROJECT. ARCHITECT's consultants shall be approved by the DISTRICT prior to consultants performing any work for the PROJECT. ARCHITECT's approved consultants are identified in **Exhibit "A"** and shall not be changed without prior written consent of the DISTRICT. DISTRICT does not assume any liability, duty or obligation to ARCHITECT's consultants or their agents and employees by execution or performance of this AGREEMENT, and nothing in this AGREEMENT shall create any contractual relationship between ARCHITECT and any consultants, or their agents and employees, employed by ARCHITECT. No consultants, agents, employees or other parties are third party beneficiaries of this AGREEMENT. ARCHITECT shall be responsible to DISTRICT for the acts and omissions of its employees, consultants, and their agents and employees, and other persons performing any of the work under this AGREEMENT.

2. The ARCHITECT shall overstamp all of the ARCHITECT's consultant's drawings and specifications as the ARCHITECT in General Responsible Charge.

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

ARTICLE XII - INDEMNITY & INSURANCE

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

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

b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent Architects who are directly employed by the DISTRICT. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section c below), its officers, agents or employees that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons or damage to property

caused by any act, neglect, default or omission of the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorney's fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

2. The PARTIES understand and agree that Article XII, Section 1 of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that is attached to this AGREEMENT as an exhibit shall be void and unenforceable between the PARTIES.

3. ANY ATTEMPT TO LIMIT THE ARCHITECT'S LIABILITY TO THE DISTRICT IN ANY OF THE ATTACHED EXHIBITS TO THIS AGREEMENT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE DISTRICT AND THE ARCHITECT.

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

a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, for bodily injury and property damage liability per occurrence, including:

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

c. Professional liability insurance, including contractual liability, with limits of ONE MILLION DOLLARS (\$1,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of such insurance. The cost of such insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required in Article XII, Section 4(b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Paragraphs 4 (a) (b) (c) (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

g. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

ARTICLE XIII- MISCELLANEOUS

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

2. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

3. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

4. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any U.S. Post

Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Paragraph. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

La Canada Unified School District
4490 Cornishon Ave
La Canada, CA 91011
Attn: Mark Evans,
Email: mevans@lcsd.net

ARCHITECT:

Architecture for Education
41 North Fair Oaks Avenue
Pasadena, CA 91103
radams@architecture4e.com

5. Tobacco prohibited. Any tobacco use (smoking, chewing, etc.) by anyone, is prohibited at anytime, on any LCUSD property.

6. Profanity on any LCUSD property is prohibited, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment.

7. Appropriate dress is mandatory. Therefore, tank tops, cut-offs and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated above in Article XIII, section 6.

8. Education Code 45125. During the entire term of this AGREEMENT, the ARCHITECT, if applicable, shall fully comply with the provision of Education Code 45125.1 (Fingerprint Requirements), when it is determined that the ARCHITECT will have contact with La Cañada Unified School District pupils in the performance of services under this AGREEMENT.

9. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.

10. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

11. This AGREEMENT shall be governed by the laws of the State of California.

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

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

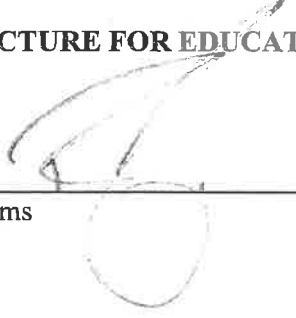
14. Images. If applicable, the ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

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

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

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

ARCHITECTURE FOR EDUCATION

By 
Rachel Adams
Principal

LA CAÑADA UNIFIED SCHOOL DISTRICT

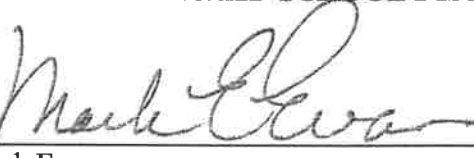
By 
Mark Evans
Associate Superintendent of Business
& Administrative Services

Exhibit A

Architecture for Education's Proposal Dated May 11, 2018

May 11, 2018

Harold Pierre
Program Manager
Linik CORP Builders Management
PO Box 803040
Santa Clarita, CA 91380

Re: RFP#LCF 17/18-03

Harold,

Thank you for the opportunity to submit a proposal for the miscellaneous improvements at La Canada High School, Paradise Canyon Elementary School and La Canada Elementary School. We identify the following:

LCHS SCOPE OF WORK

1. Modernization of the MPR/Food Service area within Bldg 600, estimated construction budget of \$950,000.
 - a. A4E shall assist with defining scope, but we anticipate moderate kitchen equipment replacement, cafeteria furniture and fixture replacement, restroom, POT, and parking improvements.
 - b. Complete ASCE 41-13 Tier 1 preliminary seismic screen report for the identified AB300 building 600 based on Life Safety Seismic Performance Level. Analysis completed based on asbuilt drawings and geotechnical reports. For items determined to be non-compliant by the Tier 1 analysis, provide ASCE 41-13 Tier 2 seismic retrofit or evaluation to determine the extent of upgrades and repairs.
2. Safety and Security Site Improvements, estimated construction budget of \$750,000.
 - a. A4E Design Team shall coordinate with District Security Vendor for locating additional cameras and provide all necessary pathways.
 - b. We anticipate PA/Clock/Bell replacement system shall also be included and LCUSD shall adjust construction budget to accommodate scope.
 - c. We anticipate minor architectural repairs throughout campus to accommodate pathways.
3. Modernization of the Band Room within Bldg B, estimated construction budget of \$876,000.
 - a. A4E shall assist with defining scope, but we anticipate cabinetry, finish, and equipment improvements. We anticipate required restroom, POT, and parking improvements to be required.
 - b. Complete ASCE 41-13 Tier 1 preliminary seismic screen report for the identified AB300 building B based on Life Safety Seismic Performance Level. Analysis completed based on asbuilt drawings and geotechnical reports. For items determined to be non-compliant by the Tier 1 analysis, provide ASCE 41-13 Tier 2 seismic retrofit or evaluation to determine the extent of upgrades and repairs.
4. Replacement of Track & Field Stadium Home Bleachers, estimated construction budget of \$1,275,000.
 - a. A4E shall coordinate with bleacher manufacturer for DSA approval and Construction.
 - b. Bleacher replacement will include power and signal pathways for replacement pressbox.
 - c. A4E anticipate moderate restroom, POT, and parking improvements to be required.

Per DSA IR A-22 A4E anticipates items 1,3,&4 will require DSA approval and anticipates submitting all four as one project for approval, construction, and certification.

PES SCOPE OF WORK

1. Safety and Security Site Improvements, estimated construction budget of \$390,000*
 - a. A4E Design Team shall coordinate with District Security Vendor for locating additional cameras and provide all necessary pathways.
 - b. *A4E anticipates PA/Clock/Bell replacement system shall also be included and LCUSD shall adjust construction budget to accommodate scope.
 - c. A4E anticipates minor architectural repairs throughout campus to accommodate pathways.
2. Lunch Shelter, estimated construction budget of \$520,000
 - a. A4E shall coordinate with lunch shelter manufacturer and coordinate DSA approval and Construction.
 - b. A4E anticipates significant POT upgrades will be required, as well as moderate Restroom and Parking improvements.

A4E anticipates the lunch shelter will require DSA approval and will submit as an Over the Counter for approval. The Security improvements should not require DSA approval per DSA IR A-22

LCES SCOPE OF WORK

1. Safety and Security Site Improvements, estimated construction budget of \$390,000*
 - a. A4E Design Team shall coordinate with District Security Vendor for locating additional cameras and provide all necessary pathways.
 - b. *A4E anticipate PA/Clock/Bell replacement system shall also be included and LCUSD shall adjust construction budget to accommodate scope.
 - c. We anticipate minor architectural repairs throughout campus to accommodate pathways.
 - d. We anticipate this work will not require DSA submittal.

METHODOLOGY

We have developed a disciplined process to prepare the construction documents necessary to identify the detailed components of each project. The objective is to follow a project development plan built on the eight (8) basic phases of project development.

The Pre-Design phase covers the services required to define in precise terms what the scope of the project will be what the construction budget should be and what the schedule will be. A4E will meet with the Board of Directors and Staff to determine the appropriate and desired scope of work. We will perform building and site surveys to verify the accuracy of and/or update existing "as-built" documents. Prepare and update cost estimates for the proposed work and outline a proposed master schedule for the development of the design and construction documents and implementation of the construction phase. This phase will define the specific scope, budget and schedule of all work.

A4E will produce the Schematic Design documents consisting of drawings illustrating the scale and relationship of all project components at all sites. We will provide preliminary estimate of construction cost

based on current area, volume or unit costs. We complete an internal Quality Review, identify potential value engineering where applicable and obtain LCUSD approval to proceed.

A4E will produce Design Development documents that represent the detailed design, and describe the size and character of each project as to architectural, structural, mechanical, and electrical systems, materials and other relevant project elements. Documents include outline specifications to set project contract requirements and quality of materials and construction workmanship.

A4E will produce the Construction Documents consisting of all required drawings, technical specifications, and project bid requirements, setting forth in precise detail the scope of all Civil, Architectural, Structural, Mechanical and Electrical work. On behalf of LCUSD, we shall submit the Construction Documents for approval to all governmental authorities having jurisdiction over the project.

During the Plan Check Phase, A4E uses this opportunity for a final detailed review with LCUSD team, ensuring all components identified during the Pre-Design are contained within the Construction Documents. A4E will monitor progress of the DSA review, revise all documents are required to incorporate plan check and LCUSD comments.

A4E provides assistance during the Bid Phase by attending pre-bid job walks, answering questions by the contractors, issuing addenda as needed, and review bids submitted by the contractors. Throughout each phase, we will work with you to keep the project in line with your budget and goals, and we recommend identifying approximately 10% in bid alternates to accommodate volatile bid environments.

Construction Administration services include periodic site visits to prepare field observation reports, process all project submittals, respond to contractor questions, coordinate payment applications and change orders. This is a critical phase, pivotal to project success and we include the contractor as part of the project team. Our goal is to minimize potential conflicts, reduce change orders, and boost overall project quality. We implement a careful approach to every project closeout from punch lists and final payment through DSA certification. We coordinate review of M&O manuals, assist with scheduling systems training, and assist with owner occupancy and move in.

KEY PERSONNEL

Rachel Adams is the Principal in Charge, providing day-to-day project management to ensure budget, schedule, and program compliance throughout the project. Olivia Graf Doyle will be your Design Principal, working directly with your team to integrate educational needs while developing a meaningful solution that artfully reflects your mission. Gaylaird Christopher, as the Founding Principal, provides his expertise in educational programming to ensure your project success. Our team of 12 includes 3 licensed professionals and 8 designer/technical professionals. We have attached our leadership resumes for your reference.

SUB-CONSULTANTS

A4E does not have any in-house consultants, preferring to reach out to our Engineering Partners for their expertise. For your projects, we propose a team that we have long-standing relationships with, and whom have significant K-12 and Modernization experience. John A Martin (JAMA) for Structural Engineering, KPFF for Civil Engineering, Mike Wall Engineering (MWE) for Electrical, Pocock Design Solutions (PDS) for Mechanical and Plumbing, and Webb Foodservice Design for Kitchen. Our landscape team member, Land Images, who worked on the LCHS field project did not appear pertinent to the projects at hand but we are able to request their services if needed. We have attached consultant resumes for your reference.

SCHEDULE

Per your RFQ, the desired completion date is by Fall 2019, and we understand these projects are to be coordinated with other ongoing construction projects. We will work diligently with LCUSD to keep on schedule, however if an issue arises we will promptly identify schedule impacts and identify options for LCUSD approval. We identify each campus separately:

LCHS MPR& BAND RENOVATIONS, SECURITY UPGRADES, BLEACHER REPLACEMENT

Facility Assessment & Conceptual-Design 2 month June –July 2018

Assess and document existing conditions via site visit and asbuilt review

Complete Tier 1 Analysis

Meet with LCUSD to validate program and Budget, anticipate maximum of 3 meetings.

Provide Conceptual and Cost/Budget Analysis for LCUSD approval

Schematic Design 2 months Aug- Sept 2018

Confirm District Preferred Product Specifications: Building systems, hardware, finishes, and furnishings

Complete Tier 2 Analysis as required

Meet with LCUSD to review and develop project, anticipate maximum of 4 meetings

Coordinate with Bleacher Manufacturer for Basis of Design

Develop Schematic Plans, Engineering Narratives, Schematic Cost Estimate

District Approval and Written Notice to Proceed

Design Development 2 months Oct – Nov 2018

Develop DD Architectural and Engineering Plans, Outline Specifications, and Update the Cost Estimate

Meet with LCUSD to review and develop project, anticipate maximum of 2 meetings

Coordinate with Bleacher Manufacturer for Design

District Approval and Written Notice to Proceed

<u>Construction Documents</u>	<u>2 months Dec 2018 –Jan 2019</u>
Submit Draft Plans to DSA for intake schedule	
Meet with LCUSD to review details, anticipate maximum of 2 meetings	
100% Construction Documents for District Review, DSA submittal and cost estimate	
Note holidays are included	
<u>DSA Review & Backcheck</u>	<u>Approx. 12 weeks Feb – April 2019</u>
<u>Bidding and Negotiations</u>	<u>2 months April - May 2019</u>
<u>Construction</u>	<u>6 months June - Nov 2019</u>
<u>Project Close Out</u>	<u>December 2019</u>
Closeout documentation	
DSA certification	

LCES SECURITY UPGRADES

<u>Facility Assessment & Conceptual-Design</u>	<u>2 month June –July 2018</u>
Assess and document existing conditions via site visit and asbuilt review	
Meet with LCUSD to validate program and Budget, anticipate maximum of 2 meetings.	
Provide Conceptual and Cost/Budget Analysis for LCUSD approval	
<u>Construction Documents</u>	<u>2 months Dec 2018 –Jan 2019</u>
Confirm district preferred product specifications	
Complete coordination construction documents	
100% Construction Documents for District Review and cost estimate	
<u>We do not anticipate DSA approval for this project</u>	
<u>Bidding and Negotiations</u>	<u>2 months April - May 2019</u>
<u>Construction</u>	<u>2.5 months June - Aug 2019</u>
<u>Project Close Out</u>	<u>Sept 2019</u>
Closeout documentation	

PES SECURITY UPGRADES AND LUNCH SHELTER ADDITION

Facility Assessment & Conceptual-Design 2 month June –July 2018

Assess and document existing conditions via site visit and asbuilt review
 Meet with LCUSD to validate program and Budget, anticipate maximum of 2 meetings.
 Provide Conceptual and Cost/Budget Analysis for LCUSD approval

Design Development 2 months Aug - Sept 2018

Develop DD Architectural and Engineering Plans, Outline Specifications, and Update the Cost Estimate
 Meet with LCUSD to review and develop project, anticipate maximum of 2 meetings
 Coordinate with Lunch Shelter Manufacturer for Design
 District Approval and Written Notice to Proceed

Construction Documents 2 months Oct – Nov 2018

Meet with LCUSD to review details, anticipate maximum of 2 meetings
 100% Construction Documents for District Review, DSA submittal and cost estimate

DSA OTC 1 month Dec 2018

Bidding and Negotiations 2 months April - May 2019

Construction 2.5 months June - Aug 2019

Project Close Out Sept 2019

Closeout documentation
 DSA certification

ASSUMPTIONS AND EXCLUSIONS

Based on the estimated scope of work we have the following exclusions and assumptions. If you prefer we include or modify any of the items we will notify the engineers accordingly and request their service proposals

- Off Street Modifications, Storm Drain, Sewer, Water, or other Off Site Utility Connections are excluded
- We anticipate existing utility capacity such as power, data, fire alarm, gas, water, sewer, and storm drainage shall have the capacity for new work and be readily accessible without significant improvements or reconfiguration. If discovered, A4E will notify LCUSD immediately and submit additional service for approval.
- Fire Sprinklers are excluded
- Campus wide lighting replacements are ongoing projects throughout the district and are not included in A4E scope of work.
- Seismic Retrofit and Repairs identified by the AB300 analysis are not included in current project scope or budget.
- Storm Water Pollution Prevention Plan (SWPPP) and Water Quality Management Plan (WQMP) are excluded.
- Owner shall provide a complete, current, digital, detailed, ground edited ALTA and topographical survey
- Owner shall provide for all Agency and Utility Fees (DSA, Fire Department, Gas/Elect, etc).
- Owner shall provide for all IOR & Testing Costs
- LCHS Bleachers shall be a DSA Pre-Check or Deferred Approval with all structural engineering completed by Manufacturer.
- PES Lunch Shelter shall be a DSA Pre-Check structure, with all structural engineering completed by the Manufacturer
- Existing roof and walkway structures identified for the Security Upgrade conduit pathways shall be structurally capable to accommodate the addition of the conduits. If the team identifies a route requiring structural modification, we will notify LCUSD immediately and submit an additional service for approval.
- Any visual representations provided by A4E are for LCUSD Design review only and not intended for specific marketing use. A4E is happy to provide a proposal for presentation level renderings upon request.

FEE PROPOSAL

To provide the services needed to support the work scope as outlined in this letter we propose the following:

- Scope Development/Conceptual Design/Budget Validation shall be completed for an **Hourly Not To Exceed Fee of \$20,000 (Twenty Thousand Dollars)**; This is for all three campuses, LCHS, PES, and LCES.
- LCHS Campus Improvements shall be completed per our standard modernization sliding scale, included below for your reference. For a campus budget of \$3.851,000 we estimate a fee of **\$412,600 (Four Hundred Twelve Thousand Six Hundred Dollars)**.
- LCES Campus Improvements shall be completed per our standard modernization sliding scale, included below for your reference. For a campus budget of \$660,000 we estimate a fee of **\$78,400 (Seventy Eight Thousand Four Hundred Dollars)**.
- PES Campus Improvements shall be completed per our standard modernization sliding scale, included below for your reference. For a campus budget of \$910,000 we estimate a fee of **\$107,150 (One Hundred Seven Thousand One Hundred and Fifty Dollars)**.

<u>A/E Fee Schedule: Construction Cost</u>	<u>Modernization %</u>
Up to the first \$500,000	12.00%
The next \$500,000-\$1,000,000	11.50%
The next \$1,000,000-\$2,000,000	11.00%
The next \$2,000,000-\$6,000,000	10.00%
The next \$6,000,000-\$10,000,000	9.00%

- ASCE 41-13 Tier 1 preliminary seismic screen report for Bldg 600 we propose a Structural Engineering Fee of **\$20,000 (Twenty Thousand Dollars)** with no additional A4E markup.
- ASCE 41-13 Tier 2 seismic evaluation and recommendations for Bldg 600 we propose a Structural Engineering Fee of **\$40,000 (Forty Thousand Dollars)** with no additional A4E markup.
- ASCE 41-13 Tier 1 preliminary seismic screen report for Bldg B we propose a Structural Engineering Fee of **\$20,000 (Twenty Thousand Dollars)** with no additional A4E markup.
- ASCE 41-13 Tier 2 seismic evaluation and recommendations for Bldg B we propose a Structural Engineering Fee of **\$40,000 (Forty Thousand Dollars)** with no additional A4E markup.

A4E HOURLY RATES

For Owner requested and approved hourly services:

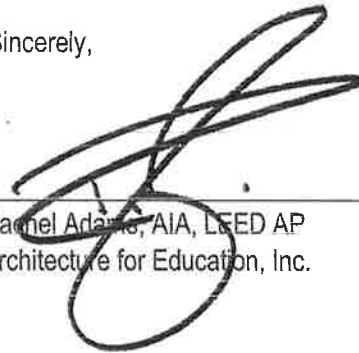
Founding Principal	\$300	Job Captain	\$125
Principal	\$200	Architect III	\$125
Sr. Project Manager	\$180	Architect II	\$110
Project Architect	\$180	Architect I	\$80
Project Manager	\$150	Admin Assist	\$86

A4E REIMBURSABLES


A4E requests reimbursement for directly related project costs such as printing for deliverables, reproduction, owner-requested plotting, and courier services.

Finally, should you have questions regarding the content of this proposal, please feel free to call. In the meantime, should you find our proposal to be acceptable please sign in the space provided at the end of this letter, return a copy to us, and we shall begin.

Sincerely,



Rachel Adams, AIA, LEED AP
Architecture for Education, Inc.



Mark Evans
La Canada Unified School District

6/6/18
Date

Encl.

Statement of Non-Conflict of Interest

Criminal Background Investigation/Fingerprinting Certification

Drug-Free Workplace Certification

Consultant Certification Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

A4E Resumes

Consultant Team Resumes

Exhibit E

STATEMENT OF NON-CONFLICT OF INTEREST

The undersigned, on behalf of the consulting firm set forth below (the "Architect"), does hereby certify and warrant that if selected, the Architect, while performing the services required by the Request for Proposal, shall do so as an independent contractor and not as an officer, agent or employee of the La Cañada Unified School District ("the District").

The undersigned further certifies and warrants the following:

(1) No officer or agent of the Architect has been an employee, officer or agent of the District within the past two (2) years;

(2) The Architect has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Architect Agreement or shall become directly or indirectly interested in the Architect Agreement;

(4) The Architect shall receive no compensation and shall repay the District for any compensation received by the Architect under the Architect Agreement should the Architect aid, abet or knowingly participate in violation of this statement; and

(5) In support of Education Code Sections 35230-35240 and Board Policy 4119.21, during the selection process (from the date the RFP is released to the conclusion of the selection process), if it is determined that any individual(s) who work(s) and/or represent(s) the Architect for business purposes communicates, contacts and/or solicits Board Members in any fashion, such Architect shall be disqualified from the RFP selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Architect from any established pre-qualified list, as well as the removal from the "interested vendors" list.

FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A PROPOSAL DISQUALIFICATION


SIGNATURE

Rachel Adams
PRINTED NAME

Managing Principal
TITLE

5-10-18
DATE

Exhibit F

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Board of Trustees of the District that: (1) He/she is a representative of the Consultant, (2) He/she is familiar with the facts herein certified, (3) He/she is authorized and qualified to execute this certificate on behalf of the Consultant; and (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. Education Code. The Consultant has taken at least one of the following actions with respect to the Project (check all that apply):

☒ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of their Subconsultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice (DOJ) has determined (per the DOJ process for Applicant Agencies described more fully on their website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of the Consultant's employees and of all of their Subconsultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, the Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between the Consultant's employees and the District pupils at all times; and/or

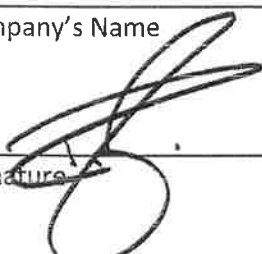
_____ Pursuant to Education Code section 45125.2, the Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and their Subconsultants' employees is:

Name: _____ Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or Subconsultant or supplier of any tier of Contract shall come in contact with District pupils.

2. Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Consultant that will be on the Project site and the employees of the Subconsultant(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

The Consultant's responsibility for background clearance extends to all of their employees, Subconsultants, and employees of Subconsultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Consultants of the Consultant.

Architecture for Education Incorporated	Rachel Adams
Company's Name	Authorized Representative Name
	
5-10-18	Managing Principal
Signature	Title
Date	

END OF DOCUMENT

Exhibit G

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace.
 - B. The person's or organization's policy of maintaining a drug-free workplace.
 - C. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - D. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Architecture for Education Incorporated

Rachel Adams

Company's Name

Authorized Representative Name

Signature

5-10-18

Date

Managing Principal

Title

END OF DOCUMENT

Exhibit H

CONSULTANT'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Consultant agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles.

Architecture for Education Incorporated

Rachel Adams

Company's Name

Authorized Representative Name

Signature

5-10-18

Date

Managing Principal

Title

END OF DOCUMENT



Rachel Adams, AIA, LEED AP
Managing Principal

Rachel, as A4E's Managing Principal, provides day-to-day leadership bringing critical knowledge of the building and educational code issues related to all projects. Rachel's management and planning expertise will drive budget, schedule and program compliance through project completion. Rachel will work with district leadership to develop a process including site investigations, stakeholder workshops, community presentations, and design coordination to ensure that an interactive and collaborative process is maintained.

Education

Master of Architecture: Mackintosh School of Architecture/Glasgow

Bachelor of Science in Architecture: Georgia Institute of Technology

Registration

Architect: CA License No. C-32429

LEED Accredited Professional

Select Experience

Career Center

Pasadena City College // Pasadena, CA

Simi Valley High School, Performing Arts Center /Multipurpose Room

Simi Valley Unified School District // Simi Valley, CA

**Royal High School, Performing Arts Center /
Multipurpose Room**

Simi Valley Unified School District // Simi Valley, CA

**Rancho Campana Academy High School and
Performing Arts Center***

Simi Valley Unified School District // Simi Valley, CA

Facilities Master Plan

Alhambra Unified School District // Alhambra, CA

Facilities Master Plan

Rowland Unified School District // Rowland Heights, CA

CTE Renovation

Lake Elsinore Unified School District // Lake Elsinore, CA

Master Plan Update

Lake Elsinore Unified School District // Lake Elsinore, CA

Measure V 2017 Performing Arts Center

Lake Elsinore Unified School District // Lake Elsinore, CA

Elementary School Classroom Conversion

Lake Elsinore Unified School District // Lake Elsinore, CA

LaCorte Hall

California State University, Dominguez Hills // Carson, CA

Library Renovation

California State University, Dominguez Hills // Carson, CA

Rubidoux High School, Performing Arts Center

Jurupa Unified School District // Riverside, CA

Polytechnic High School, Design-Build Competition

Los Angeles Unified School District // Los Angeles, CA

K-8 STEAM Academy

Rio School District // Oxnard, CA

Culinary Arts Facility Addition & Renovation

Boys Republic // Chino Hills, CA

Rancho Del Paso K-12 Campus

Gateway Community Charters // McClellan, CA

Fernando R. Ledesma High School Multipurpose / Gymnasium Addition

El Monte Union High School District // El Monte, CA

Master Plan & K-8 Educational Specifications

Lake Elsinore USD // Lake Elsinore, CA

Valley High School #4

Los Angeles Unified School District // Los Angeles, CA

Helen Bernstein High School

Los Angeles Unified School District, // Los Angeles CA

Rancho del Paso K-12 Campus

Gateway Community Charters // McClellan, CA

Colusa County Education Village: Special Education Classrooms, 7-12 Community School & County Dept. of Education Administrative Offices

Colusa County Office of Education // Williams, CA

Chavez-Huerta Career Technical Education Center Additions

Rialto Unified School District // Rialto, CA

Rio K-8 Community STEAM School

Rio School District // Oxnard, CA

3 HS Campuses - Measures E & O Renovation & Renewal, Campus Additions

San Lorenzo Unified School District // San Lorenzo, CA

Bay Area Digital Arts Academy

San Lorenzo USD // San Lorenzo, CA

Fernando R. Ledesma HS Multipurpose Gymnasium

El Monte Union High School District, El Monte, CA

Luiseno K-8 Conversion

Lake Elsinore Unified School District // Lake Elsinore, CA



Olivia Graf Doyle

Design Principal

Olivia practices a collaborative, holistic design approach with our clients. Beginning with extensive project research prior to the design process, she immerses the A4E team in our client's world, sharing a thorough understanding of the facility requirements and performance demands to be met in the project. Olivia believes that an outstanding project begins with a distinct, overarching concept, carried throughout the entire design to build a cohesive space - whether that space is a single classroom or an entire campus. She joined A4E in 2013. Her experience includes the certification of projects in accordance with the LEED and CHPS rating systems.

University of Southern California, Bachelor of Architecture,
Cum Laude, Renaissance Scholar

Associate Member, American Institute of Architects

Education & Memberships

Experience

CTE Renovation

Lake Elsinore Unified School District // Lake Elsinore, CA

Master Plan Update

Lake Elsinore Unified School District // Lake Elsinore, CA

Measure V 2017 Performing Arts Center

Lake Elsinore Unified School District // Lake Elsinore, CA

Classroom Conversion

Lake Elsinore Unified School District // Lake Elsinore, CA

LaCorte Hall

California State University, Dominguez Hills // Carson, CA

Library Renovation

California State University, Dominguez Hills // Carson, CA

Polytechnic High School, Design-Build Competition

Los Angeles Unified School District // Los Angeles, CA

Royal High School, Performing Arts Center /

Multipurpose Room

Simi Valley Unified School District // Simi Valley, CA

Rancho Campana Academy High School and Performing Arts Center*

Simi Valley Unified School District // Simi Valley, CA

Facilities Master Plan

Alhambra Unified School District // Alhambra, CA

Facilities Master Plan

Rowland Unified School District // Rowland Heights, CA

Career Center

Pasadena City College // Pasadena, CA

Geology Lab Renovation

Pasadena City College // Pasadena, CA

Concert Hall

Rubidoux High School // Riverside, CA

Culinary Arts Facility Addition & Renovation

Boys Republic // Chino Hills, CA (Private)

Rio K-8 Community STEAM School

Rio School District // Oxnard, CA

Rio SD Master Plan & Facilities Analysis

Rio School District // Oxnard, CA

Rancho Del Paso K-12 Campus

Gateway Community Charters // McClellan, CA

Fernando R. Ledesma High School Multipurpose/Gymnasium Addition

El Monte Union High School District // El Monte, CA

Academy for Academic Excellence Classroom Additions

Lewis Center for Educational Research // Apple Valley, CA

Comprehensive Master Plan & Facilities Analysis

Rio School District // Oxnard, CA

Facilities Master Plan

El Monte Unified School District // El Monte, CA

San Lorenzo Phase II Modernization & Additions

San Lorenzo Unified School District // San Lorenzo, CA

Additional California K-12 Projects (while with other firms)**Camarillo Academy High School & Performing Arts Center**

Oxnard Union School District // Camarillo, CA

Gold Oak K-8 School Multi-Purpose Building

Gold Oak School District // Placerville, CA

Sonia M. Sotomayor Learning Academies

LAUSD // Los Angeles, CA

Orchard Elementary School Library Addition

Orchard School District // San Jose, CA

St. Francis High School Library & Student Center Addition

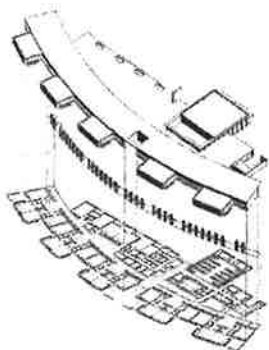
Saint Francis High School // Mountain View, CA



Gaylaid Christopher, FAIA

Founding Principal

Gaylaid Christopher is a recognized expert in the planning and design of educational facilities. A founding Principal of the firm Wolff/Lang/Christopher (WLC) Architects, he served as President & leader of the Education practice there. He opened the first Southern California office for the renowned firm of Perkins+Will, serving as the national leader of their K-12 Education Studio. His practice experience includes the design/renovation of individual buildings and campuses, and institutional master plans that delineate strategies for future change and growth. Foundational to his work is a passion to inspire learning, through the educational facilities designed under his direction.



Mr. Christopher lectures regularly to numerous educational/architectural organizations; he has authored many papers highlighting innovations in educational facilities architecture and the creative funding strategies necessary to build them. As a member of the State Allocation Board of the Legislative Implementation Committee, he played a major role in developing California's regulations concerning school funding distribution. Familiar with the latest educational technologies, Mr. Christopher is always prepared to assist clients in selecting technology systems and upgrades, appropriate to their school needs. He annually teaches a class at the University of California, Riverside, entitled "Schools for the Future: Matching Design to Curriculum." He founded A4E in 2002.

Education

Bachelor of Architecture - Cum Laude

California State Polytechnic University, San Luis Obispo

Registration

State Architectural Licenses :

California License No. C-10621, Illinois License No. 001.018210,

Nevada License No. 2844, Ohio License No. 03484

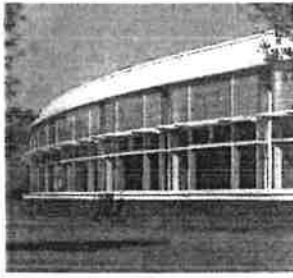
NCARB No. 39361

Professional Affiliations

Member, American Institute of Architects since 1977

Greenman Elementary





West High School

A4E California K-12 Public Experience:

Modernization/Renovation/Additions

Fontana Adult School (Renovation of a former MS Campus)

Fontana Unified School District // Fontana, CA

Lakeland MS Conversion to K-8 School

Lake Elsinore Unified School District // Lake Elsinore, CA

Luiseno K-8 Conversion

Lake Elsinore Unified School District // Lake Elsinore, CA

Tuscany Hills Elementary School Expansion

Lake Elsinore School District // Lake Elsinore, CA

San Lorenzo HS Campuses Phase II Modernization/Additions & Bay Area Digital Arts Academy

San Lorenzo Unified School District // San Lorenzo, California

Portables at Nuview Elementary School

Nuview Union School District // Nuevo, CA

District-wide Renovation of MS & HS Science Labs

Rialto Unified School District // Rialto, CA

Jay Hoffman Youth Dental Center (Renovation of Former Fire Station)

Nuview Union School District // Riverside, CA

Rubidoux High School Comprehensive Renovation & Modernization

Jurupa Unified School District // Riverside, California

District-wide HVAC Renovation

Rialto Unified School District // Rialto, CA

Henry, Rialto & Boyd Schools QEIA Improvements

Rialto Unified School District // Rialto, CA

King Estates Small Schools (Renovation: MS Campus to 2 Academy HS Campuses)

Oakland Unified School District // Oakland California

Associated Students Building, Lincoln High School

San Diego Unified School District // San Diego, CA

Lincoln High School Gymnasium

San Diego Unified School District // San Diego, CA

Nuview ES Library & Office Renovation

Nuview Union School District // Nuevo, CA

Lincoln High School Visual Arts Center Addition

San Diego Unified School District // San Diego, CA

Child Care/Preschool Facilities

Carolyn Wylie Childcare Center

Nuview Union School District // Riverside, CA

Preston Preschool Center

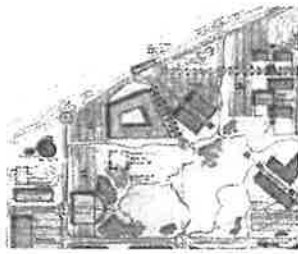
Rialto Unified School District // Rialto, CA

Dunn Preschool Center

Rialto Unified School District // Rialto, CA

Nuview Preschool

Nuview Union School District // Nuevo, CA



Tracy Learning Center



Herget Middle School

A4E California K-12 Public Experience:

Master Planning/Educational Specifications

Comprehensive Master Plan & Facilities Analysis

Rio School District // Oxnard, CA

K-8 Educational Specifications

Lake Elsinore Unified School District // Lake Elsinore, CA

Comprehensive Master Plan & Facilities Analysis

Lake Elsinore Unified School District // Lake Elsinore, CA

Futures Conference & Master Plan Update

El Monte City School District // El Monte, CA

Master Plan Update

Pasadena Unified School District // Pasadena, CA

Comprehensive Master Plan & Facilities Analysis

Oakland Unified School District // Oakland, CA

Tracy Educational Park Master Plan,

City of Tracy/Tracy Learning Center // Tracy, CA

Rialto Unified School District Master Plan

Rialto Unified School District // Rialto, CA

Rialto Career Technical Center Educational Specifications

Rialto Unified School District // Rialto, CA

Middle & High School Science Lab Educational Specifications

Rialto Unified School District // Rialto, CA

Wathen Academy & Museum/Library,

Flabob Airport // Riverside, CA

New Construction

Rio K-8 Community STEAM School

Rio School District // Oxnard, CA

Rancho Del Paso K-12 Campus

Gateway Community Charters // McClellan, CA

Colusa County Education Village: Special Education Classrooms, 7-12 Community School & County Dept. of Education Administrative Offices

Colusa County Office of Education // Colusa, CA

Chavez-Huerta Career Technical Education Center Additions

Rialto Unified School District // Rialto, CA

Valley Region High School #4

Los Angeles Unified School District // Los Angeles, CA

East Los Angeles High School #2

Los Angeles Unified School District // Los Angeles, CA

Jurupa K-8 School #2

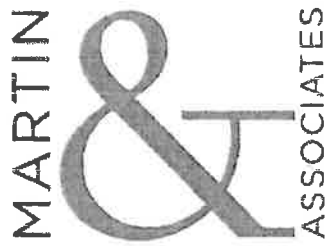
Jurupa Unified School District // Riverside, CA

Feather River Academy

Sutter County Office of Education // Yuba City, CA

East Valley High School #2

Los Angeles Unified School District // Los Angeles, CA



JOHN A. MARTIN
& ASSOCIATES, INC
STRUCTURAL ENGINEERS

FIRM PROFILE

PROJECT TEAM

Satish Matani
SE 2548

Project Principal
213.785.3127 - direct
213.483.6490 - main
smatani@johnmartin.com

Kent Kaewwaen
SE 6431

Project Manager
213.785.3173 direct
213-213.483.6490 main
kkaewwaen@johnmartin.com

HEADQUARTERED IN LOS ANGELES, JOHN A. MARTIN & ASSOCIATES, INC. (JAMA) WORKS TO SERVICE CLIENTS WITH THE LATEST DESIGN, COST AND MANAGEMENT TECHNIQUES.

With nearly 60 employees, John A. Martin & Associates (JAMA) works in collaboration with a network of offices throughout the United States to complete structural designs for an annual average of 12 million square feet of new construction worldwide. Founded in 1953, the firm has proven capabilities in structural design for all project types and sizes, completed in both the private and public sectors.

By continually embracing new and expanding design and analysis technologies, JAMA delivers faster and more efficiently to clients and regularly assists other team members to do the same. An in-house BIM Director and skilled Production staff allow the firm to balance cutting edge techniques with lessons learned from over 60 years of engineering application to address straightforward renovations and small-scale construction efforts to complex, multi-campus structures in zones of high seismicity.

Utilizing the latest design techniques, computer applications, and engineering concepts, expediting the analysis and modifications early in the design process JAMA is committed to communicating and collaborating utilizing the latest technology and tools. In addition to Revit, AutoCAD (up to version 2018), Dynamo, Digital Project, Rhino, TEKLA, 3DS Max, and Bentley systems software, the firm also utilizes BIM 360 (formerly Autodesk A360), BIM 360 Glue and Autodesk C4R (collaboration for Revit) for multi-discipline coordination. BIM 360 hubs are used for file sharing and coordination, and A360 C4R as well as BIM 360 glue for "real time" model coordination with all disciplines.

Revit 2018 serves as our primary BIM production software tool and facilitates 3D models that allows JAMA to visualize the project in 3D space and explore every detail of the design by expediting the analysis and modifications early in the design process. JAMA also utilizes these latest technologies in order to benefit the entire project team including the architect, contractor and owner.



JOHN A. MARTIN
& ASSOCIATES, INC
STRUCTURAL ENGINEERS

EDUCATION

B.S., Civil Engineering,
Utah State University, 1975

B.S., Mathematics, University
of Bombay, India, 1975

LICENSES

Structural Engineering,
California, 1983, SE 2548

Civil Engineering,
California, 1979, PE 30662

CERTIFICATIONS

State of California Office of
Emergency Services, Disaster
Services Worker

DSA's State of California
Department of General
Services, Structural Plan
Review Certification

AFFILIATIONS

Structural Engineers Association
of Southern California, Member

Structural Engineers
Association of California,
Member

SATISH J. MATANI, SE 2548
PRINCIPAL-IN-CHARGE

Mr. Matani will serve as Principal-in-Charge for the design team assigned to this project. Through experience on numerous educational projects he is keenly aware of the unique requirements, protocols and procedures required for K-12 efforts. A member of the Martin organization since 1977, Mr. Matani brings more than 41 years of experience in structural engineering design and project oversight to this effort. His participation and involvement will include the oversight of the licensed structural design team, allocation and commitment of the firm's resources, and quality reviews to ensure that the structural system optimally meets both design and structural/seismic requirements and complies with DSA procedures. Mr. Matani is well-known by personnel in the DSA, Structural Safety Division (through the DSA Structural Contract Reviewers Workshops) having designed more than one hundred educational facilities statewide.

RELEVANT PROJECT EXPERIENCE

LAUSD Grant High School Comprehensive Modernization, Valley Glen, CA: Multi-phased effort that includes demolition of outdated structures and portables, renovation of five existing structures, and construction of four new buildings on this high school campus, originally constructed in 1959. The project is part of the District's fast-track modernization of 11 schools that required urgent upgrades to meet teaching standards. New construction includes a new 2-3 story classroom building with general, specialty and science classrooms; a new administration building; a new library building; and a new maintenance and operations / utility building.

LAUSD Polytechnic High School Comprehensive Modernization, Sun Valley, CA: Structural evaluation and early conceptual design for the rehabilitation of an aging high school, including potential for the addition of nine new structures to accommodate new teaching standards.

LAUSD South Region High School #4 - Rancho Dominguez Preparatory School, Long Beach, CA: 193,000 square foot school that offers four different academies to students in grades 6-12. Shared facilities include a swimming pool, performing arts classrooms, a state-of-the-art library, a multipurpose room, central administration, 2 gyms, food service facilities, a lunch shelter, playfields, and underground parking. This project is CHPS certified.

LAUSD East Valley High School #1B, North Hollywood, CA: This project includes two 4-story class room buildings, a 2-story gymnasium, and a 1-story auditorium.

GUSD Fremont Elementary School, Glendale, CA: New 31,220 square foot, 2-story braced frame steel structure that will serve as a classroom building. The structure utilizes a conventional foundation system with grade beams at braced frames, structural lightweight concrete fill on the second floor and a flat roof.

GUSD Lincoln Elementary School, Montrose, CA: The new 10,850 square foot classroom building will be a 1-story braced frame steel structure with a mansard roof and a conventional foundation system with grade beams at braced frames.



JOHN A. MARTIN
& ASSOCIATES, INC
STRUCTURAL ENGINEERS

KENT KAEWWAEN, SE 6431 PROJECT MANAGER

Mr. Kaewwaen will serve as the Project Manager for the LAUSD Dena Elementary School effort, responsible for the structural analysis and design, specifications, project coordination, and team management. With 8 years of design, evaluation and review experience, much of which is on K-12 schools, he understands educational projects, DSA requirements and District processes. He also, through his work on numerous educational contracts and other large, complex efforts, has become an expert in structural engineering codes, including the California Building Code, Parts 1 and 2, Title 24, California Code of Regulations. Mr. Kaewwaen's experience on previous projects will be utilized in the preliminary design stages to ensure a cost-efficient structural solution that supports the desired architectural design.

RELEVANT PROJECT EXPERIENCE

LAUSD Grant High School Comprehensive Modernization, Valley Glen, CA: Multi-phased effort that includes demolition of outdated structures and portables, renovation of five existing structures, and construction of four new buildings on this high school campus, originally constructed in 1959. The project is part of the District's fast-track modernization of 11 schools that required urgent upgrades to meet teaching standards. New construction includes a new 2-3 story classroom building with general, specialty and science classrooms; a new administration building; a new library building; and a new maintenance and operations / utility building.

LAUSD Venice High School Comprehensive Modernization, Los Angeles, CA
Modernization of existing structures and construction of multiple new venues and structures on campus, including two, two-story classroom buildings, a gymnasium with faculty offices, specialty classrooms and locker rooms, outdoor athletic fields, a new parking lot and four small support buildings.

GUSD Fremont Elementary School, Glendale, CA: New 31,220 square foot, 2-story braced frame steel classroom building with a flat roof and structural lightweight concrete fill on the second floor.

GUSD La Crescenta Elementary School, Montrose, CA: New 28,360 square foot classroom building supported by a 2-story braced frame steel structure with a mansard roof and structural lightweight concrete fill on the second floor. The project will include a conventional foundation system with grade beams at braced frames.

GUSD Lincoln Elementary School Classroom Building, Montrose, CA: New 10,850 square foot classroom building. The project will be a 1-story braced frame steel structure with a mansard roof and a conventional foundation system with grade beams at braced frames.

SSD Standard Middle School Modernization, Bakersfield, CA: Multi-phase effort that included a new 1-story, 11,250 square foot science classroom building and the remodel of an existing Library/Administration building.

GSSD General Shafter Elementary School New Multi-Purpose Building, Bakersfield, CA: New 1-story, \$3.8 million general classroom building for this existing elementary school.

EDUCATION

M.S., Structural Design,
University of Southern
California (USC), 2011

B.S., Civil Engineering,
University of Southern
California (USC), 2010

LICENSES

Structural Engineering
California, SE 6431

Civil Engineering
California, CE 81354

AFFILIATIONS

Structural Engineers
Association of Southern
California, Member

East Los Angeles College
Engineering Industry,
Advisory Panel

ACE Mentor Program,
Team Leader, Mentor



KPFF Consulting Engineers

Firm Profile

KPFF Consulting Engineers provides structural and civil engineering services to architects, government agencies, developers, and contractors for projects with a wide range of functions. Established in 1960, KPFF has offices in Los Angeles, Pasadena, Irvine, San Diego, Sacramento, San Francisco, Long Beach, Boise, Seattle, Tacoma, Everett, Lacey, Portland, Eugene, Phoenix, St. Louis, New York, Jordan and the United Arab Emirates.

The firm is comprised of approximately 960 professionals, including over 382 structural engineers and 190 civil engineers. The Los Angeles offices have over 187 employees. We are electronically connected between all of our offices and have successfully leveraged this technology to create a critical mass of engineers required to accomplish projects of all sizes, budgets and schedules.

KPFF brings a great many technical qualifications and resources to the table when we join a design team. The most valuable attribute that KPFF offers is the people who are our firm. The cornerstone of our philosophy is the freedom individuals have to seek creative and economic solutions for our client's structural and civil needs and to participate as a team member in exploring the broader issues involved in projects today.

Structural Engineering

KPFF's structural engineers design a wide range of projects including: commercial, office, and corporate headquarters buildings; residential and retail facilities; industrial, educational, health care and high-tech facilities, correctional facilities, as well as bridges and waterfront structures, using all types of construction techniques and materials. Our structural engineers place emphasis on continually improving their expertise in the design of structures. Our work with architectural firms, developers, contractors and public clients provides motivation to conceive more economical, efficient and constructible structural systems. Our firm is also recognized as a leader in structural design of building elements including seismic analysis and curtain wall design.

Civil Engineering

KPFF's civil engineering staff accomplishes projects for site development, parks and recreation facilities; and the improvements to existing city streets, urban arterials and highways. Our scope of services may include site planning, environmental analysis, storm drainage studies, wetlands enhancement, permit coordination; and design of site grading, drainage, storm detention, utilities, access roads, parking facilities and public street improvements. In addition to typical site development engineering, our civil group serves as prime consultant to government clients for management and design of transportation, waterfront, site improvements and major utility projects

Survey

KPFF's surveying team provides full-service land surveying and mapping for projects of all sizes throughout Southern California. Our scope of services includes construction staking, ALTA land title surveys, boundary, topographic and aerial surveys, Condominium Plans, Vertical Airspace Maps, Parcel Maps, Tract Maps, legal descriptions and laser scanning services. Our team provides high quality surveying solutions to engineers, developers, architects, contractors, individuals, title companies, mortgage companies and government agencies.

At KPFF, we are always looking for a creative way to solve problems. Sustainable design is a natural extension of our philosophy. We are committed to stewardship of the environment and our valuable natural resources.

KPFF utilizes Building Information Modeling (BIM) for most projects. KPFF is a member firm of the U.S. Green Building Council, and many of our engineers are LEED Accredited Professionals. KPFF engineers have participated in the design of numerous LEED certified projects, including buildings with LEED Platinum Certification

KPFF is a member firm of the U.S. Green Building Council and is ranked 25th on ENR's 2014 Top 100 Green Design Firms.

KPFF is ranked 107th on ENR's Top 500 Design Firms, and 75th in ENR's Pure Design category for 2014.

KPFF is 6th in Building Design & Construction's Yearly Giant 300 Report.

www.kpff.com



JEFF GAVAZZA
PE
PRINCIPAL-IN-CHARGE

Jeff has more than 24 years of experience in master planning, land use entitlements, design and construction of complex land development projects and dense, urban infill redevelopment projects with a focus on higher education, medical research and healthcare projects. Jeff is well versed in the current state and local storm water regulations and has extensive experience integrating sustainable design practices while meeting long term goals of the end-user.

Development Plan 2030

University of Southern California // Los Angeles, CA

Master Plan

California State University Dominguez Hills // Carson, CA

Arthur Amos Noyes Elementary School Modernization Program

Pasadena Unified School District // Altadena, CA

Luther Burbank Elementary School Modernization Program

Pasadena Unified School District // Altadena, CA

Marshall Fundamental School Modernization Program

Pasadena Unified School District // Altadena, CA

Washington Pre K - 8 & Children's Center School Modernization Program

Pasadena Unified School District // Pasadena, CA

South Region High School No. 12

Los Angeles Unified School District // Los Angeles, CA

EDUCATION University of California, Los Angeles
Bachelor of Science, Civil Engineering

REGISTRATION Professional Engineer: CA (C59894)



SHARAD GANJU
PE
PROJECT MANAGER

Sharad specializes in campus master plan designs, utility infrastructure design and has worked on challenging campus setting projects involving existing utility infrastructure. Sharad's personal knowledge and experience working in occupied and operational campus facilities, brings valuable expertise to this project.

Master Plan

Compton Community College // Compton, CA

Master Plan

Loyola Marymount University // Los Angeles, CA

Master Plan

Tzu Chi Buddhist Foundation // San Dimas, CA

Housing and Master Plan

California State University Fullerton // Fullerton, CA

Student Housing Master Plan

California State University Los Angeles // Los Angeles, CA

Utility Master Plan

United States Department of Veteran's Affairs // Loma Linda, CA

Master Plan

Long Beach Memorial Hospital // Long Beach, CA

South Park School Food Services & Lunch Shelter

Los Angeles Unified School District // Los Angeles, CA

EDUCATION Rutgers, the State University of New Jersey
Master of Science, Civil Engineering

Center for Environmental Planning & Technology, India
BE, Civil Engineering

REGISTRATION Professional Engineer: CA (C85128)



Consulting Engineers

FIRM PROFILE

About the Firm

Incorporated in 2012, Pocock Design Solutions, previously known as BP & Associates, Inc. since 1999, is a full service mechanical, plumbing, and fire protection engineering firm specializing in K-12, Community College, Healthcare facilities, Skilled Nursing Facilities and Memory Care, Municipal/Civic, , and University projects Student Housing and Senior Apartment, including new construction, additions and remodels. Other projects include Commercial Office, Laboratory, Restaurant/Retail and other types of projects. Pocock Design Solutions provides a comprehensive scope of consulting services from the initial program development phase through the completion of the project's construction administration.

The staff brings a combined experience of over 150 years in the engineering and construction industry from the key members of the firm. Pocock Design Solutions specific areas of expertise include engineered design of complex HVAC, plumbing and fire protection systems from project inception through final construction commissioning. This expertise encompasses new, retrofit, and modernization projects.

Firm Philosophy and Methodology

Pocock Design Solutions provides innovative engineering by staying abreast of the best technology that the industry has to offer. This approach means the most appropriate technology is selected and applied to each project, seeking the best balance of construction budget, potential utility rebates, projected energy savings, ease of maintenance, and foremost, the individual needs of the client. We utilize AutoCAD and BIM Revit software to prepare engineering drawings.

Pocock Design Solutions maintains a corporate philosophy of slow, controlled growth thereby maintaining the quality control so vital to our industry. The firm has a diverse list of clientele including over 50 Architects throughout California including Southern California Area, San Francisco Bay Area, Central California and Sacramento area.

Services

A summary of consulting services is as follows:

Heating, Ventilating and Air Conditioning

- Unitary Cooling And Heating Systems
- Central Plant and Thermal Energy Storage
- Central Steam Heating Systems
- Laboratory / Clean Room Systems
- Building Energy Management Controls
- Commercial and Residential Title 24 Energy Compliance Calculations

Plumbing

- Domestic Plumbing Systems
- Medical Gas Systems
- Laboratory / Clean Room Systems
- Fire Protection Systems
- Fuel Oil Systems

Energy Conservation

- System Options Analysis for Optimal Energy Efficiency
- Life Cycle Cost and Payback Analysis
- State and Utility Company Energy Grants and Rebate Program Assistance
- Assist in Green Building Design in including LEED
- Industrial Piping Systems
- Septic Systems

Fire Protection

- Fire Protection Systems
- Stand Pipes Systems
- Fire Pump Design

Southern California: 14451 Chambers Suite 210 Tustin, Ca. 92780 (949) 417-3903

Northern California: 24 Meadowbrook Court Cotati, Ca. 94931 (714) 932-8340



Consulting Engineers

Tim Pocock

Principal

FIRM

Pocock Design Solutions
14451 Chambers Rd. Suite 210
Tustin, Ca. 92780
949-417-3903

EDUCATION

University of California
Los Angeles, Extension California.
Sequential Program in Plumbing
System Design

PROFESSIONAL CERTIFICATION

University of California
Los Angeles, Extension California
Sequential Program in Plumbing
System Design Certification

PROFESSIONAL AFFILIATIONS

American Society of Plumbing
Engineers
National Fire Protection
Association
(NFPA)

REFERENCES:

Ronal A. Kuehl, Architect
Neff Construction, Inc.
909-947-3768

Amanda Corbet, Const. Manager
McCarthy Building Companies
310-264-1013

Ken Paige, M&O Supervisor II
Moreno Valley USD
951-571-7500

ROLE

As managing principal of Pocock Design Solutions, Tim is responsible for the overall operations of the company, including personnel, plumbing engineering and computer operations. Tim will be involved with all plumbing aspects of the project, from the design development phase through construction phase and closeout.

BACKGROUND

Tim has over 30 years experience engineering various projects, such as educational, institutional, industrial, municipal, parking structures, and healthcare throughout the state of California. With a construction oriented background Mr. Pocock is well versed in all aspects of construction.

RELEVANT EXPERIENCE

- Lakeside Middle School Modernization, *Irvine, CA*
- Northwood Elementary School Modernization, *Irvine, CA*
- Canyon View Elementary School, Classroom Modification, *Irvine, CA*
- Creekside Education Center, *Irvine, CA*
- Deerfield Elementary School Modernization, *Irvine, CA*
- Deerfield Elementary School, Classroom-Admin., *Irvine, CA*
- Eastshore Elementary School, *Irvine, CA*
- Greentree Elementary School Relocatable Classrooms & Toilet Room Bldg, *Irvine, CA*
- Oak Creek View Elementary School, Classroom Modification, *Irvine, CA*
- Plaza Creek View Elementary School, Classroom Modification, *Irvine, CA*
- PA-40/ Woodbury Middle School, *Irvine, CA*
- Portola Springs Elementary School, *Irvine, CA*
- Santiago Elementary School, *Irvine, CA*
- Stonegate Elementary School, *Irvine, CA*
- Woodbridge HS Modernization, *Irvine, CA*
- Woodbridge HS Music/ Aquatic Center, (LEED Project) *Irvine CA*



MICHAEL WALL ENGINEERING

ABOUT

MARKETS

Education
Life Science
Corporate
Energy
Government
Military
Defense
Housing
Hospitality
Industrial
Retail
Healthcare

LICENSES

California
Arizona
Colorado
Delaware
Florida
Hawaii
Idaho
Illinois
Indiana
Iowa
Massachusetts
Michigan
Minnesota
Nevada
New Jersey
New Mexico
New York
North Carolina
Ohio
Oregon
Pennsylvania
South Dakota
Texas
Utah
Washington



Michael Wall Engineering, Inc. is a consulting electrical engineering firm dedicated to providing excellence in engineering services to the construction industry since 1996. We are rewarded with over 90% repeat business from our loyal clients due to our client responsiveness, technical competency, and quality documentation on every project. We offer full-service design through registered Professional Engineers, in-house Lighting Design staff, and in-house Registered Communication Distribution Designers. Michael Wall Engineering, Inc. is certified as a Small Business Enterprise (Caltrans and Federal).



Campus Consulting
Electrical Engineer
2007-2014



■ = Completed Projects in
These States + Hawaii



SAN DIEGO

4115 Sorrento Valley Blvd.
San Diego, CA 92121
T 858-638-0600
F 858-638-0640

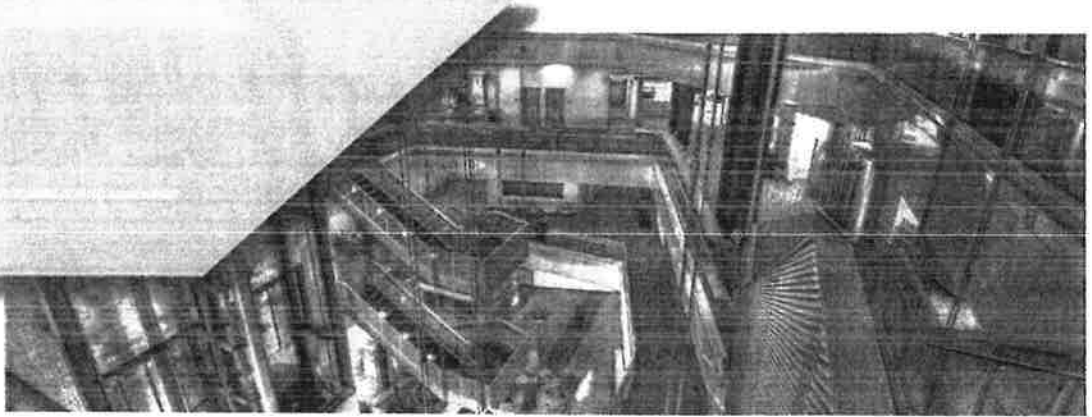
IRVINE

19600 Fairchild Road
Suite 200
Irvine, CA 92612
T 949-864-0600
F 949-864-0640



MICHAEL WALL ENGINEERING

TEAM



MICHAEL WALL, P.E., CEO & President

Michael brings over 34 years of electrical engineering experience and leadership to the MWE Team. Michael earned his Bachelor of Science in Electrical Engineering from the University of California, Irvine, and is licensed as a Professional Engineer in 25 states. He has demonstrated his expertise as a professional engineer on thousands of projects throughout the country. Michael is an expert at large-scale power systems engineering, including Medium Voltage Distribution and Generation, Cogeneration, SCADA systems, and Relay Protection Systems. His expertise includes architectural lighting design, photovoltaic systems, and distributed generation. He actively participates in all projects and is the Engineer of Record for all MWE project work.



GUY CARPINO, P.E., RCDD, Principal

Guy Carpino has over 17 years of electrical engineering experience and is an expert in Power Systems, voice/data (Information Transport Systems, ITS), and solar photovoltaic/renewable energy systems design. Guy was educated at California State Polytechnic University, Pomona, and received a Bachelor of Science in Electrical Engineering with a minor in Biomedical Engineering. He holds Professional Engineering registrations in California and Oregon. As well, Guy is a Registered Communications Distribution Designer (RCDD) which certifies him as a qualified designer for voice/data (ITS) systems. His many abilities include project management for large, critical projects, BIM project management, and Team Management responsibilities at MWE. Guy has demonstrated his expertise on Defense projects totaling over 3 million square feet as well as County of San Diego projects of over 1.5 million square feet.

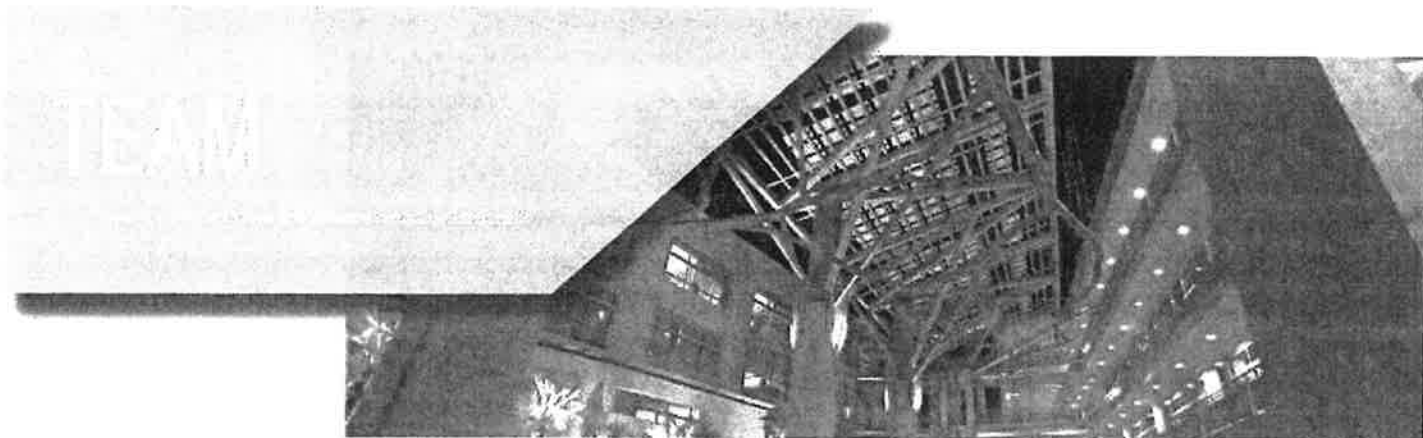


BRYAN WAYNE, P.E., LEED A.P, Principal

Bryan has 12 years of electrical engineering experience and is responsible for major project management and Team Management for Michael Wall Engineering, Inc. His design expertise includes power, lighting, and signal systems for industrial, commercial, and educational facilities. Bryan has completed designs for major projects on the campuses of UCSD, SDSU, USD, and throughout the San Diego Community College District. His capabilities include BIM project management, fire alarm system design, and Short Circuit Coordination Studies. Bryan received his Bachelor of Science degree in Electrical Engineering (BSEE) from San Diego State University, and holds Professional Engineering Registration in California. He is a LEED Accredited Professional. Complementing his career, Bryan is also a talented architectural photographer and utilizes this skill set to showcase his project work at MWE.



MICHAEL WALL ENGINEERING



BRIAN DAZEY, P.E., LEED A.P., Principal

Brian has over 18 years of electrical engineering experience and is responsible for major project management and Team Management for Michael Wall Engineering, Inc. Heading up the Irvine office project team, Brian has experience on numerous building types from high-rise office buildings to airport terminals. He earned a Bachelor of Science in Electrical Engineering (BSEE) from San Diego State University and currently holds Professional registration in 6 states. Brian specializes in full service Architectural/Engineering projects, focusing on projects for commercial and Federal (Department of Defense) clients. His expertise in all areas of project management and vast understanding of the industry make him an asset to any project team.



STEPHEN KURTZMAN, P.E., LEED AP, Senior Electrical Engineer

Stephen has 33 years of industry experience that includes many diverse projects, such as office buildings, telecommunications facilities, data processing centers, K-12 schools, retail projects, manufacturing plants, industrial facilities, recreational facilities, movie theaters, libraries, fire/police stations, photovoltaic systems, and life science facilities. Stephen is an expert in LEED, utility Savings-by-Design, and CHPS project compliance. Stephen is proficient in energy audits, building evaluation reports, electrical code instruction, and has served as an Expert Witness in construction litigation cases. Stephen earned his Bachelor of Science Degree in Electrical Engineering (Power) from the University of Toledo in Toledo, Ohio, and is licensed in six states.



SHAHAB SALEHI, P.E., LEED A.P. BD+C, Senior Electrical Engineer

Shahab has over 7 years of experience working as an electrical engineer. He earned his Bachelor of Science and Master of Science in Electrical Engineering from Purdue University. His experience includes military, higher education, hospitality, commercial building. Shahab has extensive experience with design-build projects, and a vast knowledge of emergency power generation, UPS, lighting design, and short circuit coordination. He is a registered engineer in California and a LEED Accredited Professional. Shahab is skilled at sustainable design, and his portfolio includes work on LEED Platinum projects.

Land Images is a landscape architecture firm located in Los Angeles. Since 1977, the firm has provided master planning, site design, and construction administration services for institutional and commercial clients. Site planning and design for academic institutions has been a significant focus of our work since the firm's inception.

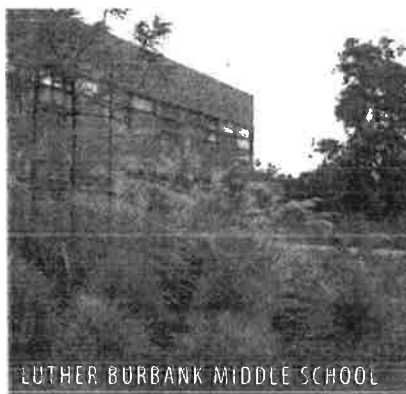
When working with academic institutions, our focus is to create educational settings that are viable, maintainable, and sustainable. We create amenities that not only solve the needs of the client, but also create a sense of place, instill pride, and foster lifelong academic connections. Our work with site development for schools and campuses has included widely varying applications, including outdoor learning environments, athletic facilities, formal and informal play areas, spaces for eating, studying, and informal interaction.

Our many professional relationships with K-12 institutions, colleges and universities have provided many opportunities to carry out commissions that have preserved and enhanced existing architecture and landscapes, while developing new spaces for modern school life. Some of these clients include:

- Los Angeles Unified School District
- La Cañada Unified School District
- Rio School District
- Fontana Unified School District
- Loyola High School
- Marlborough School
- The Wesley School
- Pomona College
- Caltech
- Loyola Marymount University



LOYOLA HIGH SCHOOL



LUTHER BURBANK MIDDLE SCHOOL



T.O. CHILDREN'S LIBRARY

EXHIBIT "B"

COMPENSATION TO THE ARCHITECT

ARCHITECT Fees:

A. **BASIC FEE.** The District shall pay the Architect, for full performance of all Architectural Services contemplated pursuant to this Agreement, a total fixed fee as provided in this Paragraph ("Basic Fee"):

1. Twelve percent (12%) of the first five hundred thousand dollars (\$500,000) of Construction Cost.
2. Eleven and one-half percent (11 1/2%) of the next five hundred thousand dollars (\$500,000) of Construction Cost.
3. Eleven percent (11%) of the next one million dollars (\$1,000,000) of Construction Cost.
4. Ten percent (10%) of the next four million dollars (\$4,000,000) of Construction Cost.
5. Nine percent (9%) of the next four million dollars (4,000,000) of Construction Cost.
6. Eight percent (8%) of the portion of the Construction Cost in excess of ten million dollars (\$10,000,000).

The cost for actual construction of the Project ("Construction Cost") is deemed to mean the total of the contracts for the completion of the work to construct the Project ("Work") for which the Architect shall have prepared complete drawings and specifications acceptable to the District, together with the sum of all subsequent additions to the contract amount(s) pursuant to change orders approved by the District, except for change orders issued for compensable delays and change orders issued for settlement due to Termination of the Construction Contract. The Construction Cost shall not include: (i) any payments to the Architect pursuant to this Agreement; (ii) any fee paid (except for general conditions) to a construction manager ("CM"), if any; (iii) any fee paid to the construction-project inspector employed by the District in relation to the Project, as required by law ("Project Inspector"), (iv) contingencies and allowances unless such allowances and contingencies are used during the construction, or (v) any other non-construction costs, fees or expenses. The Architect shall assist the District in establishing a total maximum permissible Construction Cost for the Project ("Construction Budget").

Until such time as bids are received and contracts are actually awarded for all of the Work, the Architect shall, consistent with the provisions of this Agreement, use its best efforts to estimate the amount of the Construction Cost as a means of seeking to ensure that the Construction Cost will remain within the Construction Budget. Estimates required pursuant to this Agreement shall: (i) be prepared on a "square foot" and/or "unit cost" basis, or more detailed basis if deemed necessary or appropriate; (ii) include separate estimates for each major trade division of the Work; (iii) include separate estimates for each major component or alternate for the Work; (iv) include a total Construction Cost estimate; and (v) consider labor and material costs prevailing in the area of the Project. Notwithstanding anything in this Agreement that may be construed to the contrary, the Architect shall, in each phase of the Architectural Services, review and update each estimate required pursuant to this Agreement. The Parties acknowledge, for purposes of such estimates, that labor and materials costs may be affected by matters beyond the control of the Architect. For purposes of this paragraph, the Architect is responsible at its cost to estimate the Construction Cost as described in this paragraph (i) through (v) above.

Adjustments to Basic Fee. The final compensation to the Architect shall be determined based on Actual Construction Cost as indicated above. In the event any authorized Change Order results in

an increased scope of Work on the Project, the Basic Fee shall be reasonably adjusted as agreed by the Parties. The Architect shall not be entitled to additional compensation on account of any Change Order that merely increases the total Construction Cost without increasing the scope of the Work or the Project. In the event of a deductive Change Order, the Architect shall only be entitled to such agreed compensation as is based upon the portion of the Work affected by the Change Order that was performed prior to issuance of such Change Order. The Architect shall not be entitled to any compensation for Change Order or other work that increases the Construction Cost by virtue of negligent error, omission, or oversight on the part of the Architect. The Basic Fee shall not be reduced on account of any reduction in the final Construction Cost that is a result of the District assessing any liquidated damages or other penalties against the contractor(s).

B. REIMBURSABLE ALLOWANCE: In addition to the Basic Fee above, a reimbursable expense allowance in the amount of **FIFTY THOUSAND DOLLARS is included this AGREEMENT**. Reimbursable expenses shall be paid as set forth in Article VIII, paragraph 4 and Article X of this AGREEMENT. Reimbursable Expenses shall include only those categories of out-of-pocket expenses set forth below in this Paragraph. The ARCHITECT shall not exceed the reimbursable expenses allowance without prior written authorization. Reimbursable Expenses shall include only:

1. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT.
2. Fees advanced for securing approval of authorities having jurisdiction over the PROJECT.
3. Other studies and design as may be required by governmental agencies where such studies and design could not have been anticipated at the time the Agreement was executed.
4. U.S. Mail postage costs.
5. DISTRICT-requested special delivery, messenger or overnight carrier expenses.
6. Any Additional Services specifically requested and authorized in writing by the DISTRICT. The DISTRICT shall have directed the ARCHITECT to perform such services as Reimbursable Expenses.

Reimbursable expenses shall not include:

1. Travel expenses.
2. Prints or plans or specifications made for ARCHITECT and ARCHITECT's consultants and all progress prints.
3. ARCHITECT's consultants' reimbursables.

C. TOTAL ESTIMATED CONTRACT AMOUNT: The Total Estimated Contract Amount is **EIGHT HUNDRED EIGHT THOUSAND NINE HUNDRED NINETY DOLLARS (\$808,990)**. The Estimated Contract Amount is calculated based on the Approved Construction Budget for each Project as specified in Article II of the Agreement. The Estimated Contract Amount shall be adjusted if the DISTRICT approves a Revised Construction Budget. The Estimated Contract Amount includes:

1. Basic Fee

Project	Estimated Basic Fee
La Cañada High School	
MPR/Food Service Improvement, Bldg 600 Project Number: 21.X-00000.0-92150-85000-6210-2100000	\$111,750
Various Safety & Security Site Improvement Project Number: 21.X-00000.0-92450-85000-6210-2100000	\$88,750

Band Room Improvement Project Number: 21.X-00000.0-92200-85000-6210-2100000	\$103,240
Replacement of Track & Field Stadium Home Bleachers Project Number: 21.X-00000.0-92500-85000-6210-2100000	\$147,750
Paradise Canyon Elementary School	\$638,990
Various Safety & Security Site Improvement Project Number: 21.X-00000.0-92450-85000-6210-1200000	\$46,800
Lunch Shelter Project Number: 21.X-00000.0-92750-85000-6210-1200000	62,300
La Cañada Elementary School	
Various Safety & Security Site Improvement Project Number: 21.X-00000.0-92450-85000-6210-1100000	\$78,400
Total Estimated Basic Fee	\$638,990

2. Allowance

Allowance for Scope Development/Budget Validation – All projects (Time & Materials) Amount is included in Basic Fee.	\$0
Allowance for seismic evaluations	\$120,000

3. Reimbursable Expenses

\$50,000

TOTAL ESTIMATED CONTRACT AMOUNT

\$808,990

D HOURLY RATES (See Attached Exhibit C)

Exhibit C

HOURLY RATES*

Firm Name

Architecture for Education Incorporated

Firm's office location for this project (city, state)

Pasadena, CA

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
Founding Principal	300		
Principal	200		
Sr. Project Designer	180		
Project Architect	180		
Project Manager	150		
Job Captain	125		
Architect III	110		
Architect II	80		
Architect I	65		
Admin Assistant	86		

SIGNATURE

*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

Exhibit C

HOURLY RATES*

Firm Name

John A Martin Associates

Firm's office location for this project (city, state)

Los Angeles, CA

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
Principal/Partner	250		
Project Director	230		
Project Manager/BIM Manager	185		
Project Engineer	150		
BIM Supervisor	150		
Structural Designer	135		
BIM Coordinators	115		
Technical Support Staff	90		

SIGNATURE

*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

Exhibit C

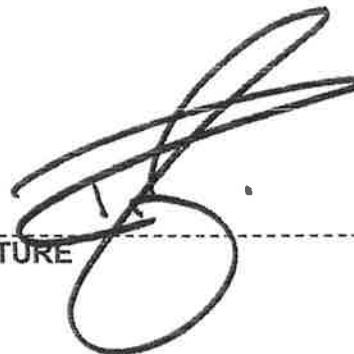
HOURLY RATES*

Firm Name	KPFF
Firm's office location for this project (city, state)	Los Angeles, CA

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
Principal in Charge	225		
Senior Civil Engineer	200		
Project Manager	180		
Project Engineer	150		
Design Engineer	135		
Chief Drafter	165		
Drafter/CAD Operator	135		
Administrative	95		

SIGNATURE



*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

Exhibit C

HOURLY RATES*

Firm Name

Michael Wall Engineering

Firm's office location for this project (city, state)

Newport Beach, CA

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
Sr. Principal	250		
Principal	200		
Sr. Engineer	150		
Sr. Lighting Designer	150		
Technology Designer	125		
Lighting Designer	125		
Electrical Engineer	125		
Electrical Designer	100		

SIGNATURE

*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

Exhibit C

HOURLY RATES*

Firm Name	Pocock Design Solutions Inc.
Firm's office location for this project (city, state)	Tustin, CA

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
Principal	200		
Engineer	175		
Project Manager	165		
Sr. Designer	140		
Designer	120		
CAD Drafting	90		
Clerical	70		

SIGNATURE



*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

Exhibit C

HOURLY RATES*

Firm Name

Firm's office location for this project (city, state)

BILLING RATES

Job Title	Hourly	Min. Daily (if applicable)	Max. Daily (if applicable)
<input type="text" value="Principal"/>	<input type="text" value="200"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="Project Manager"/>	<input type="text" value="150"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Associate Project Manager"/>	<input type="text" value="135"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Job Captain"/>	<input type="text" value="120"/>	<input type="text"/>	<input type="text"/>
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SIGNATURE

*Architect will **propose** all-inclusive hourly fees for all services performed on a Time and Material Basis. Provide separate sheet for Subconsultants.

