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AGREEMENT NO. 18/19-02  
FOR ARCHITECTURAL & ENGINEERING SERVICES  
BY AND BETWEEN  
THE LA CAÑADA UNIFIED SCHOOL DISTRICT  
AND  
GONZALEZ GOODALE ARCHITECTS  
FOR  
NEW OUTDOOR POOL FACILITY AT LA CAÑADA HIGH SCHOOL

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## ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT

This AGREEMENT is made and entered into this 7<sup>th</sup> day of August in the year 2018 between the **LA CAÑADA UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **GONZALEZ GOODALE ARCHITECTS INC.**, 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:

### RECITALS

A. The District, in accordance with, and with funding provided in part by Measure LCF Local Bond funds intends to construct the following projects:

The Project includes the construction of new outdoor pool facility and associated support facilities and site improvements at La Cañada High School.

B. The Architect desires to perform as provided herein all services necessary for completion of the Project, including as applicable, but not limited to: (i) architectural, landscape architectural, civil engineering, structural engineering, electrical engineering, fire protection, and mechanical engineering for the Project; (ii) administration necessary for the implementation, construction and completion of the Project; (iii) obtaining all necessary approvals of the Project as may be applicable, including from the Division of the State Architect ("DSA"), California Department of Education ("CDE"), California Department of Public Health, any other agency of the State of California ("State") or local government with jurisdiction over the Project, and any community association having right of approval over the Project. All of such services shall be referred to collectively herein as "Architectural Services."

C. The Architect represents that it is appropriately licensed in the State to provide the Architectural Services, that it is qualified and has sufficient personnel to perform the Architectural Services required pursuant to this Agreement, and that it shall comply with all applicable laws and regulations, including, but not limited to, Education Code Section 17280 and Title 21 of the California Code of Regulations.

D. The services provided under this Agreement shall be procured in two (2) phases:

1. Phase 1 Services include Site Investigation, Scope Development, Programming, and Conceptual Design, as defined in Article II. Phase 1 Services shall be priced and awarded upon execution of this Agreement.
2. Phase 2 Services include Schematic Design, Design Development, Construction Document and Contract Administration & Construction Monitoring, as defined in Article II. Phase 2 Services shall be awarded at the option of the District after Conceptual Design has been approved by the District. The District shall request a proposal from the Architect for Phase 2 Services. The parties shall mutually

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agree on the terms and conditions for Phase 2 Services by executing an Amendment to this Agreement.

NOW, THEREFORE, in consideration of the rights and obligations set forth herein, the District and the Architect agree as follows:

## ARTICLE I. PROJECT AND CONSTRUCTION BUDGETS

A. The overall budget established by the District for the Project (“Project Budget”) shall include the Construction Cost (defined in Paragraph B 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 B 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. The Project Budget is to be determined by the District at a date subsequent to execution of this Agreement.

B. 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. 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.

C. The Estimate of Construction Cost of the Project in current dollars is as specified in Recital A and subject to revisions upon completion of the Schematic Design Phase. 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, Paragraph D.

D. 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) or Unifomat Cost Estimate 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 the Construction Document Phase, the Architect shall prepare and submit CSI Cost Estimates 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), and, Department of Health Services (DHS) for approval.

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 II. BASIC SERVICES OF THE ARCHITECT

The Architectural Services to be provided pursuant to this Agreement shall include all services as specified in Architect's Proposal dated July 3, 2018 (Exhibit "A"), and shall comply with all requirements, set forth in this Article. In the event of inconsistencies, this agreement takes precedence.

### *A. General Services.*

1. The Architect shall verify code compliance of the design with all applicable laws, codes and other requirements.

2. The Architect shall attend all weekly job meetings and other conferences as deemed necessary by the District.

3. The Architect shall work with the school community or design committee (as designated by the District) in the development of the plans.

4. The Architect shall provide CSI Cost Estimates or Unifomat Cost Estimates as defined in Article I.

5. The Architect shall submit in writing for approval by the District, the name of one person on the Architect' staff and one person of its consultants' staff who will be the responsible point of contact throughout the duration of the project. If changes must be made due to unavoidable circumstances, the Architect shall submit the name(s) of the person(s) to the Director of Facilities in writing for approval.

### *B. Site Investigations, Programming & Conceptual Design Phase*

1. 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.

2. The Architect shall conduct a complete evaluation ("Site Investigations") of the existing facilities to establish and verify the conditions of the site, locations of existing utilities, capacities of existing utilities to support the project, and other site constraints that may affect the Project. In regards to location of existing utilities, the DISTRICT will provide the utilities survey and available existing as-builts records to the ARCHITECT. The ARCHITECT shall review those documents and to incorporate the info provided therein in designing the PROJECT. The Architect shall meet with maintenance staff and review as-builts drawings during the site investigation phase. The Architect shall submit a report of the findings of the Site Investigations to the District for review.

3. The ARCHITECT shall meet with DISTRICT and school staff to ascertain the facility program or needs of the school staff. Accordingly, The ARCHITECT shall

- a. Present various options (at least three) for meeting school desired program objectives.
- b. Develop tentative schemes, and detailed scoping document in sufficient detail to facilitate comparison of the alternatives, prepare conceptual construction estimates for each option. Estimate shall be prepared in Unifomat.
- c. Prepare an overall project delivery schedule accommodating completion of all work, including closeout.
- d. Present findings and various options to DISTRICT staff for discussion and final approval.

### *C. Schematic Design Phase.*

1. The Architect shall review the goals of the District and other information related to the Project provided by the District to ascertain the requirements of the Project. The Architect shall develop, update and maintain, subject to approval by the District, an estimated 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(s) (defined in Subparagraph j of Section 3 of Paragraph E of this Article) for all Work (“Design Schedule”). Once established, the District, in its discretion, may require reasonable changes to the Design Schedule in order to accommodate changes in circumstances related to the Project.

7. Documents prepared by the Architect for final schematic design phase submittal shall include drawings and a written report of the basis of design, cost estimate. The drawings shall include, but not be limited to, a proposed utilization study of the particular project site, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Architect's estimate of Project Construction Cost and breakdown, as well as the schedule of the management plan. The Architect shall prepare such estimates as it deems necessary to assure itself that the project cost is within the project budget established for the project. Furthermore, the report shall include such discussion of design factors, if any, as are pertinent in the opinion of the Architect and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.

8. To be considered acceptable for final schematic design phase submittal, the documents shall contain, at a minimum:

a. Architectural & Civil

- Single line drawings showing complete building layout, identifying the various major areas affected by the site growth or development, core areas and their relationships. These drawings shall also include schematic plans of all floor plan conditions and simplified elevations indicating the fundamentals of the architectural concept.
- Schematic outline specifications including major building materials, descriptions of engineering systems with diagram plans if necessary and identification of finishes which define the design.
- Site plan with building located and overall grading plan with a minimum of 5'-0" contour lines. All major site development such as access road paving, walls and outside support buildings, structured parking facilities, and paved parking lots, if any, should be shown.
- Gross and net area calculations separated to show conformance with the program of requirements.

b. Structural

- Structural systems layout with overall dimensions and floor elevations. Work shall include identification of structural systems (pre-cast concrete elements, structural steel with composite deck, structural steel with bar joists, moment frame, etc.).
- Identification of foundation requirements (fill requirements, piles, footings, etc.).
- c. Mechanical
  - Work shall include block heating, ventilation and cooling load calculations, to include building skin versus internal loading.
  - Single line drawings showing locations of all mechanical equipment spaces, duct chases, and pipe chases shall be prepared.
  - All major mechanical equipment shall be located into allocated spaces.
- d. Electrical
  - Work during this phase shall include preparation of a list of all major electrical equipment roughly scheduled to show size and capacity.
  - Complete preliminary one-line electrical distribution diagrams showing location of service entry, switchboards, motor control centers, panels, transformers (if any) and emergency generator (if any) shall be depicted.

#### *D. Design Development Phase (Preliminary Plans).*

1. Upon approval in writing by the District of the Schematic Design Phase services as set forth in Paragraph B of this Article, the Architect shall prepare floor plans, elevations and other necessary and appropriate drawings, and shall outline specifications as necessary, in order to fix and illustrate, in reasonable detail, the size and character of the entire Project in its essentials as to kinds of materials, quantities, categories of proposed work, type of structure, and such other work as may be required (“Preliminary Plans”).

2. The Architect shall prepare architectural presentation drawings acceptable to the District which shall consist of a 20” x 30” perspective colored rendering of the Project with a surrounding mat and frame bearing the project name, project description, and Architect identification, and one full size and six 8-1/2” x 11” color copies of the rendering.

3. 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.

4. During the Design Development Phase, the Architect 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. The Architect shall prepare and file the Educational Specifications in accordance with CDE requirement.

5. 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. The documents for the final design development phase submittal shall consist of, as a minimum:

- a. Architectural
  - Floor plans with final room locations including all openings.
  - Wall sections showing final dimensional relationships, materials and component relationships.
  - Identification of all fixed and loose equipment to be installed.
  - Finish schedule identifying all finishes (manufacturer's brochure may be acceptable if only prefabricated structures are used).
  - Well-developed door and hardware schedule showing final quantity plus type and quality levels.
  - Virtually complete site plan including grading and drainage.
  - Preliminary development of details and large scale blow-ups.
  - Legend showing all symbols used on drawings.
  - Outline specifications.
  - Reflective ceiling development including ceiling grid and all devices that penetrate ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

b. Structural

- Plan drawings with all major structural members located and sized.
- Outline specifications.
- Foundation drawings.

c. Mechanical.

- Preliminary heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
- Major mechanical equipment scheduled, indicating size and capacity.
- Duct work and piping substantially located and sized.
- Devices in ceiling located.
- Legend showing all symbols used on drawings.
- Outline specifications.

d. Electrical

- All power consuming equipment and load characteristics.
- Total electric load.
- Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
- Complete preliminary site lighting design.
- Outline specifications.
- Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
- Final light fixture schedule.

□ Interior electrical loads estimate for systems, furniture, receptacles, light, food service equipment, and any other special use

Upon completion of all other activities in the Design Development Phase, the Architect, and the CM, if any, in consultation with the District, shall develop an estimated schedule for construction of the Project (“Project Schedule”), which shall include all anticipated activities from first issuance of a Notice to Proceed (defined in Subparagraph m of Section 3 of Paragraph G of this Article), through final completion of the Project, to and including furnishing, move-in and occupancy by the District. The Architect, and the CM, if any, in consultation with the District, shall update the Project Schedule during each phase of the Architectural Services and upon each significant event related to development of the Contract Documents and/or construction of the Project. The Architect shall not proceed to the Construction Document Phase without written authorization from the District.

#### *E. Fifty (50) Percent Construction Documents Phase.*

Upon approval in writing by the District of the services set forth in paragraph C above, the Architect shall develop construction documents to an intermediate state which shall not be less than 50 percent of completion and to a point where a review of the construction documents can be made by the District for design and compliance with the District guides and standards. The Architect shall proceed with Construction Document preparation during District’s review of 50% documents. The Architect shall then make all required changes in such construction documents consistent with the approved design development documents and District requirements.

#### *F. Construction Document Phase (Final Plans).*

Upon completion of the services set forth in paragraph D above, the Architect shall prepare final construction documents as follows:

1. The final construction documents shall include, but not limited to, all architectural drawings, engineering drawings, (structural, mechanical, fire protection, civil, electrical), equipment layout drawings (whether in contract or not in contract), landscape architecture, specifications, mathematical calculations, graphics, and signage patterns or mosaics required to aesthetically delineate the Project.

2. The final construction documents shall be prepared by AutoCAD software for the consultant-prepared drawings, Revit for the architect-prepared drawings, and shall be of such quality and workmanship that clear and legible duplicate tracings or prints may be obtained there from and be uniform in size. The drawings shall be provided to the District in AutoCAD format or Revit, and PDF or TIF, shall be to scale, and legible. All lettering shall be a minimum 1/8 inch high in order

to be reproduced legibly when providing future Record Drawings, as hereinafter defined in Subparagraph W of Section 4, Paragraph G below. The Architect shall provide the Bid Documents in an electronic copy as specified by the District.

3. The final approved copy of the specifications shall be printed in black ink on white paper suitable for producing clear copies on a reproduction machine, or such other process as may be approved by the District. The sheet size shall be 8-1/2 by 11 inches. The Architect shall also provide an electronic copy as specified by the District.

4. Unless any such duties are expressly made the sole responsibility of the CM, if any, the Architect shall review all necessary Bid Documents (defined in Subparagraph j of Section 3 of Paragraph E of this Article), general conditions of the Construction Contract(s), and supplementary general conditions of the Construction Contract(s), and shall assist the District's legal advisor or District Contract Manager in the drafting of bid proposal and form Construction Contract(s).

5. The Architect shall secure the required approvals thereof from all governmental agencies having jurisdiction over the Project; The Architect shall be responsible for filing the final plans, specifications, Bid Documents, and other Project-related documents with CDE and DSA as required by law. The Architect shall provide the District with a copy of, and proof of filing of, each document so filed. 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 to construction documents to the agencies in order to obtain final approvals.

6. The Architect shall notify the District whether or not there is any variation from previous estimates of the Construction Cost resulting from market fluctuations or approved changes in scope or requirements of the Project.

7. The Architect acknowledges that the District may contract for the services of a CM and may pursue construction of the Project on the basis of multiple prime-construction contracts or any other delivery method. The Architect shall cooperate with the CM, if any, as needed through every stage of the planning and construction of the Project.

8. Design Quality Control Review. The Architect shall conduct a quality control review of the drawings and specifications and make any changes or corrections needed. 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.

a. 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.

9. Separate Bids. As part of the preparation of Contract Documents (defined in Subparagraph j of Section 3 Paragraph G) and if so directed by the District, drawings and specifications shall be prepared so that portions of the Work may be performed pursuant to separate construction contracts on a multi-prime contract basis or so that the construction of certain buildings, structures, facilities, or other parts of the Project may be deferred. The District may, if it determines to do so, utilize a CM for the administration of such separate contracts.

10. District Approval. The Architect shall, consistent with the Design Schedule, submit to the District six (6) sets of the final drawings and specifications, when those are essentially complete, for review and approval by the District. The Architect shall make all changes, additions, deletions, and corrections to the working drawings and specifications as required by any State or other governmental agency with jurisdiction over the Project or as are requested by the District, so long as such requests do not conflict with the requirements of public agencies having jurisdiction over the Project or with previous approvals.

11. Revised Estimate of Construction Cost. At the time the completed working drawings and specifications are submitted to the District, the Architect shall also furnish to the District a revised estimate of the Construction Cost. In the event that this revised estimate of the Construction Cost exceeds the Construction Budget established by the District, the Architect shall, at no additional cost to the District, make revisions to the drawings and specifications as the District, with the assistance of the Architect, and CM, if any, may direct in order to bring the estimated Construction Cost within the Construction Budget.

12. Progress Reports. When requested by the District, the Architect shall make written reports as to the Architect's progress toward completing the drawings and specifications for the Project and whether such progress is consistent with the Design Schedule.

13. 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 Construction Budget.

14. Bid Documents and Application.

a. Contract Documents/Bid Forms. Within the period required pursuant to the Design Schedule, the Architect, in concert with the CM, if any, shall furnish all services required to enable the District to receive competitive bids for the construction of the Project. This shall include preparation, with the District's assistance, of the Contract Documents. Prints made of any drawings or details shall be the same size as the tracings from which the prints are made. The Architect, after approval of the Contract Documents, 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, in concert with the CM, if any, 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.

b. Alternate Bids. 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 (the total of all additive and deductive alternate bids) is within the Construction Budget as that may be established or revised by the District.

c. Applications. The Architect shall furnish, process and either obtain or make it the contractor's responsibility to 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, permits, materials and funds for the construction of the Project shall be provided by the Architect at no cost to the District, unless agreed to otherwise in writing.

d. Approval of Bonds. The Architect shall ensure that the Contract Documents require, and shall verify prior to the award of the Construction Contract(s), that the surety or sureties issuing any payment (labor and materials), performance or bid bond in connection with the Project or any portion of the Work be an "admitted surety insurer" as defined in Code of Civil Procedure Section 995.120. Unless expressly made the sole responsibility of the CM, if any, the Architect shall ensure that the Contract Documents require that bidders/contractors submit documentation verifying that any sureties issuing any bonds in connection with the Project are "admitted surety insurers," and

Architect shall review and verify such documentation upon receipt and thereafter submit such documentation to the District for its review.

e. Revision of Drawings. In preparing the Contract Documents, the Architect shall seek to ensure that, when received, the total of competitive bids received for all Work does not exceed the Construction Budget. If required by the District, after competitive bids based on the Contract Documents have been received, and in the event the total of the lowest responsible bid or bids exceeds the Construction Budget, the Architect, at no additional cost to the District, shall revise the drawings and specifications in a manner that will permit the securing of new bids acceptable to the District that do not exceed the cost limitations of the Construction Budget. It is understood that the Architect is not responsible to redesign the project at no additional cost, if the cause for the project being overbudget is determined to be unusual and unpredictable increases in the bidding market.

### *G. Preparation of Documents Generally.*

1. The Architect, consistent with the requirements of the Design Schedule and the other provisions of this Agreement, shall prepare all drawings, specifications and other documents and applications for approvals required in connection with the Project, including those required in order to obtain approvals from any local, State and federal agency with jurisdiction over the Project, including, but not by way of limitation, CDE, OPSC, DTSC, DSA and (in order to obtain State Funds, including, if applicable, financial or other hardship assistance funding) the SAB.

2. All drawings, specifications and other documents prepared pursuant to this Agreement shall comply with all codes, ordinances, laws and regulations applicable to, and shall be in such form as will enable the District to secure all required permits and approvals for, the construction and operation of the Project.

3. The plans, specifications and other documents prepared pursuant to this Agreement shall be consistent with the geology, grade and elevation of the site of the Project (“Project Site”), the Construction Budget and the Project Budget. The Architect shall, at no cost to the District and in the number required herein, provide all drawings, specifications and other documents prepared pursuant to this Agreement for review and approval of the District. The Architect shall provide the specifications to the District on a computer-readable disk or “CD.”

4. Unless specified otherwise herein, the printing or reproduction expenses incurred in connection with the bidding and construction of the Project shall be paid by the District. The Architect shall bear the cost of reproduction required for submittal of drawings and specifications to the Division of the State Architect for plancheck approval. Any other costs associated with plancheck approval of local agencies shall be paid for by the Architect and reimbursed by the District at 1.10 times the direct cost. Unless specified otherwise herein, all printing or reproduction expenses incurred in connection with the development of the Contract Documents and the

coordination by the Architect required pursuant to this Agreement, shall be paid by the Architect. In addition to any other requirement herein, the Architect shall, at no cost to the District, provide up to six (6) sets of design documents at each phase of the design to the District for its use.

#### *H. Contract Administration and Construction Monitoring.*

1. The Architect shall reproduce the Contract Documents in the required number, the expense being borne as provided in Article XVI, and shall assist the District in obtaining bids from contractors and in awarding the Construction Contract(s).

2. The Architect shall provide technical general direction to the Project Inspector in accordance with Title 24, Part I, Sections 4-341 and 4-342. The Architect shall advise the Project Inspector and/or contractor(s) in the preparation of the Record Drawings (defined in Subparagraph w of Section 4 of Paragraph G of this Article).

3. The Architect shall endeavor to secure compliance by contractor(s) with the requirements of the Construction Contract(s), but the Architect does not guarantee the performance of the Construction Contract(s). The Architect's responsibilities in this regard are set forth below:

a. Bid Opening Date. Upon authorization by the Board to obtain competitive bids for construction of the Project, the Architect, in conjunction with the CM, if any, and with the District's assistance, shall establish a date on which the bids will be opened ("Bid Opening Date"). The Bid Opening Date shall be at least one week prior to a regularly scheduled meeting of the Board and shall be approved by the District.

b. Pre-Publication Duties--List of Trades. The Architect and the District shall agree on the date the Notice Inviting Bids (defined in Subparagraph c of this Section 3) is to be first published in a newspaper as required by law. Any inquiries regarding crafts and trades shall be referred to the Architect for resolution.

c. Legal Review and Notice Inviting Bids. The Architect, after consultation with the District, shall prepare the necessary bidding information and the form of the Contract Documents. These shall be prepared for review by the District's legal counsel, and shall be available for such legal review at least two weeks prior to delivery of the Contract Documents to the District pursuant to Subparagraph d below. The Architect shall make such changes as are recommended by the District or the District's legal counsel. The Architect shall prepare and provide to the District a typed notice inviting competitive bids for completion of the Work ("Notice Inviting Bids") suitable for publication. The Notice Inviting Bids shall incorporate to the best of Architect's ability the most recent changes in any laws pertaining to competitive bidding by school districts. The District will publish Notice Inviting Bids in a newspaper or newspapers once a week for a minimum of two weeks, commencing at least fifteen (15) days prior to the Bid Opening Date, or as may otherwise be required by law.

d. Bid Set. The Architect shall provide a complete set of Contract Documents (“Bid Set”) at least ten (10) business days prior to the date selected as the first day of publication of the Notice Inviting Bids; provided that the District may waive this time limit. Upon approval of the District, additional Bid Sets will be provided at the cost of the district. The Architect shall, at all times prior to receipt of bids, make its best efforts to revise the Bid Set to comply with any changes in the applicable laws or for purposes of clarification.

e. Distribution of Bid Set. The Architect shall assist the District in making the Bid Set available for inspection by potential bidders. The Bid Set shall clearly specify the terms on which the Bid Set may be checked out by potential bidders, the amount of money deposits for checking out copies of the Bid Set and the terms on which money deposits for such copies will be forfeited to the District. The Architect shall use reasonable efforts in addition to newspaper notice to advise potential bidders, whom the Architect knows to be responsive and responsible contractors, of the Notice Inviting Bids.

f. Pre-bid Meeting. The Architect shall include the date and location of any pre-bid meeting and/or job-walk in the Notice Inviting Bids. If the pre-bid meeting and/or job-walk is mandatory, the Notice Inviting Bids shall specify that failure to attend may result in the bidder being declared a non-responsive bidder. The Architect shall conduct and take minutes of the pre-bid meeting and/or job-walk, and shall thereafter deliver said minutes to the District. If any addendum to the Bid Set has been authorized prior to the pre-bid meeting or job-walk, but not yet distributed to potential bidders, the Architect may distribute such addendum at the pre-bid meeting and/or job-walk, but shall also distribute such addendum to all potential bidders that obtained a copy of the Bid Set but were not present at the meeting or job-walk.

g. Bid Opening. The District shall conduct the bid opening. The Architect shall attend and take minutes of the bid opening.

h. Intentionally left blank.

i. Intentionally left blank.

j. Definition of Contract Documents. For purposes of this Agreement, the term "Contract Documents" shall mean all of the following together, either as prepared by the Architect or as completed and/or awarded to and signed by the contractor:

(i) Specifications for the Work.

(ii) Plans, including drawings, for the Work.

(iii) Any addendum to the any of the Contract Documents.

(iv) All documents and forms necessary for competitive bidding of the Work as required by law, whether on a general-contract or multi-prime contract basis (“Bid Documents”), including, but not limited to: Notice Inviting Bids; instructions to bidders; and bid proposal, bid bond, list of subcontractors, bid tabulation, and other required forms.

(v) The contract(s) for the Work, whether the Project is constructed on a general-contract or multi-prime contract basis, including the form of agreement, general conditions, supplemental conditions, and any addendum to the contract(s) (collectively, “Construction Contract(s)”).

(vi) Performance bond(s) required pursuant to the Construction Contract(s).

(vii) Payment (labor and materials) bond(s) required pursuant to the Construction Contract(s).

k. Intentionally left blank.

l. Intentionally left blank.

m. Notice to Proceed. The Architect shall advise the District on appropriate time to distribute a notice to each successful bidder to proceed with the portion of the Work within the scope of its bid (“Notice to Proceed”).

n. Pre-Construction Meeting. As soon as practicable after service of the Notice(s) to Proceed, the Architect shall call and conduct a pre-construction meeting including the contractor(s), the District and other parties as appropriate. The Architect shall have, reasonably in advance, prepared and distributed an agenda for the pre-construction meeting. The Architect shall take minutes of the pre-construction meeting and thereafter send a copy of the minutes to the District.

4. Construction Phase. During the construction phase for the Project, Architect shall perform the following services:

a. Construction Administration. The Architect, in concert with the CM, if any, shall provide general administration for the work, and in so doing shall comply with all requirements of Title 21 of the California Code of Regulations and all other applicable requirements. The Architect shall: (i) attend weekly meetings at the Project Site, and produce and review meeting minutes of all meetings; (ii) visit the Project Site to observe the Work as necessary, as the Work progresses in order to determine the quality of each contractor's performance and advise the District thereon; (iii) visit the Project Site and inspect the Work promptly upon request of the District, the CM, if any, or the Project Inspector. The Architect shall promptly review submittals and respond to requests for information and work to resolve questions from the contractor(s). This review shall be completed in such a way as to cause no delay in the Project, while allowing time, in the Architect's professional judgment to permit adequate review. The administration by the Architect shall be in addition to the

continuous inspection by the Project Inspector. The Architect shall take reasonable precautions to secure compliance by the contractor(s) and the subcontractors with the Contract Documents and Construction Contract(s).

b. Project Inspector and Reports. The Architect shall aid in the selection of, and approval of, full-time Project Inspector(s) as required by law. Such Project Inspector shall be under direct contract to the District. 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 that the Project Inspector is properly performing his/her assigned duties and abiding by the guidelines specified in DSA Procedure PR 13-01. The Architect shall receive and review Project Inspector reports, and prepare and submit reports to applicable agencies as required by law. Should errors, omissions or conflicts in the drawings, specifications or other contract documents by the Architect be discovered or observed by the contractor or any other person, the Architect will review such alleged errors, omissions or conflicts and, if necessary, will prepare and submit to the District, all within five (5) working days after receiving notice thereof unless otherwise authorized by the District, such amendments or supplementary documents and provide consultation as may be required, for which the Architect shall make no additional charges to the District.

c. Architect Visits. The Architect will have access to the work at any time during regular business hours and on weekends, holidays, and off-hours with prior notification and approval from the District. To the extent possible, all site visits, observations and other activities by the Architect shall be coordinated through the construction manager, if any is assigned to the work, and otherwise through the District. The Architect shall, during all visits to the project site, make all instructions to the contractors, subcontractors and others employed on the work to protect persons or property from accidents or any possible hazards located thereon. Architect shall designate routes over which materials are to be delivered to the building areas, and provide all instructions to the contractors, subcontractors and others employed on the project deemed advisable, including the implementation of regulations on the site relating to the storage of materials, operation of workmen, signs, advertising, fires, danger signals, barricades and smoking. The Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the project site as may be necessary to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. The Architect and such consultants will make a written record of each such site visit, which record shall include the date and time of the visit, the weather conditions on such date, a description of the condition of the project site and the Project on the date of the visit, including any concerns that the Architect or consultant may have with respect to the Project as a result of such visit, and such other information as the Architect or such consultant, as applicable, may deem material. On the basis of such on-site observations, the Architect and its consultants shall take the appropriate steps to guard the District against defects and deficiencies in the work of the contractor. If the Architect observes any work that does not conform to the contract documents, the Architect and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the work, but shall make as many observations as may be reasonably required to fulfill their obligations to the District. The

Architect shall not be responsible for construction means, methods, techniques, sequences, or procedures, or safety precautions and programs in connection with the work, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents.

The Architect shall order any work that does not conform with the contract documents removed, remade or replaced, and the Architect shall determine and collect from the contractor, the cost of such removal or replacement. There shall be no limit of visits to the site by the Architect when the presence of the Architect is necessary to clarify the project drawings.

The Architect shall consider the claim of any contractor that another contractor's work is unsuitable for the reception of the contractor's work, and the Architect shall determine whether such work is, in fact, unsuitable. If such other contractor's work is unsuitable, the Architect shall order such other contractor to make any removal, replacement, repair, alteration or other improvement in order to correct the defect or deficiency.

d. Schedule Observation and Records. The Architect, in concert with the CM, if any, shall request that the contractor(s) prepare, and the Architect shall receive and keep on file, records of construction progress and time schedules. The Architect, and CM, if any, shall determine whether construction progress is consistent with the most recent approved Project Schedule. The Architect, and CM, if any, shall advise the contractor and District of any deviations from the time schedule that will prevent completion within the contract period.

e. Construction Delays. The Architect, in concert with the CM, if any, shall advise the District of ways to expedite the progress of, and to prevent delays in completion of, the Work by means of appropriate verbal and written communication and reference to agreed and accepted schedules.

f. Responsibility of Architect. The Architect shall not be responsible for those acts or omissions, including those resulting in a delay in completion of the Project, that are solely the responsibility of the contractor(s), subcontractors, any agent or employee of the contractor(s) or subcontractors, or any persons performing any of the Work on their behalf, or of the CM, if any.

g. Progress Reports. The Architect shall submit verified progress reports as required to the District and to DSA in compliance with Title 21 of the California Code of Regulations.

h. Tests. Independent testing companies employed by and responsible to the District will provide Architect, as well as the CM, if any, with copies of test results and/or reports. The Architect, in concert with the CM, if any, shall: (i) review for conformance with applicable requirements and process all required on- and off-site material and test reports; (ii) report any deficiencies in material, as reflected by such reports, to the District and each governmental agency with jurisdiction there over; and (iii) make recommendations for correction of such deficiencies. The Architect shall not be responsible for the content of any independent test reports.

i. Consulting Engineer Inspections and Tests. During the period of construction, the Architect, with the assistance of the CM, if any, shall cause its consulting engineers to make or cause to be made all respective inspections and tests necessary to secure the completion of various types of work falling under their division of the Work, and upon completion of the Project, the Architect shall cause each consulting engineer to issue or cause to be issued a certificate stating that the work falling under that engineer's administration has been performed in accordance with the Contract Documents.

j. Aesthetic Decisions. With the aid of and in cooperation with District, the Architect shall prepare, and submit to the District for review and approval, all drawings, sketches and samples and/or illustrations of colors, textures, finishes, and other items as are necessary for the District to decide all matters of an aesthetic nature included in the Work. The Architect shall prepare and submit such drawings, sketches, samples and/or illustrations in sufficient time to prevent delay in the Work.

k. Shop Drawings and Equipment Lists. The Architect, in concert with the CM, if any, shall expeditiously review shop drawings, material lists, and equipment lists for compliance with Contract Documents, reject those that do not comply, or indicate no exception to those that do comply, and return same to the Contractor within a maximum of two weeks from the date of receipt. The Architect shall provide and update weekly submittal logs. For shop drawings requiring DSA review and approval (such as fire sprinklers, elevators, etc.), the Architect shall submit the shop drawings to DSA with the Architect's stamp and signature thereon, attend the DSA meeting, if required to and obtain approval, and forward the approved documents to the Contractor as soon as possible. No significant change or deviation from the requirements of the Contract Documents shall be permitted at any time without prior written approval from the District. The Architect shall submit one (1) set of all reviewed shop drawings for the District's file and advise the District in writing of the results of such review.

l. Substitution of Materials and Products. The Architect shall investigate, review, advise and recommend for acceptance or rejection by the District, and it's CM, if any, any substitution of materials and products if requested or required by the terms of the specifications and shall record all substitutions of items in the Record Drawings. The Architect shall submit one (1) set of all proposed and approved substitutions of materials and products for the District's file and shall advise the District in writing of the Architect's recommendations.

m. Changes in the Work. The Architect shall discuss with the contractor, the CM, if any, and the District any proposed changes required during construction when the changes alter the function, quality, appearance, or cost of the finished item of work, and the Architect shall quantify and inform the District of any change in the Construction Cost resulting from such changes. The Architect shall reduce any such proposal for change to writing ("Change Order") and shall submit the Change order for approval of the District. Unless the District agrees in writing to the contrary, the Architect, and CM, if any, shall not permit the contractor(s) to commence work pursuant to any Change Order until the Change Order has been approved by the District and signed by the contractor. The Architect may recommend to the District that work pursuant to a Change Order be

commenced prior to acceptance and signing of the Change Order by the contractor(s). In the event the District approves commencement of such work prior to acceptance and signing of the Change Order by the contractor(s), the Architect, in concert with the CM, if any, shall proceed diligently to obtain the signatures of the District and contractor(s) on Change Order. The Architect is advised that Change Order encompasses Construction Change Directive (CCD), Immediate Change Directive (ICD) as those terms are defined in the construction contract documents.

n. Information for Record Drawings. The Architect shall consult with the Project Inspector and/or the contractor(s) in the compilation of information necessary for the preparation of the Record Drawings.

o. Requirements of Governmental Agencies. The Architect shall furnish all necessary prints, specifications, and other documents and applications, and shall make all required reports, to the governmental agencies and other entities having jurisdiction over the Project. The District shall pay for all associated costs required for submittal, plancheck review and approval of local agencies, including but not limited to, Health Dept., Fire Dept., and any City or County agencies having jurisdiction.

p. Certificate for Payment. The Architect, in concert with the CM, if any, shall timely review each contractor's monthly request for payment, and when satisfied as to the amount due pursuant to the provisions of the Construction Contract(s), shall issue a proper and timely certificate for payment in an appropriate amount, in accordance with a uniform method acceptable to the District. In connection therewith, the Architect shall advise the District regarding whether the contractor's request for payment is correct and shall advise the District of required time-lines for payment. With respect to each request for payment, the Architect shall complete all actions required in relation thereto within one (1) week of receipt thereof.

q. Description Drawings and Interpretations. The Architect shall furnish all details or incidental services necessary for the proper execution of the Work, including, but not limited to, all large scale or full size supplemental drawings required to describe the Work. The Architect shall complete these details and deliver them in a timely manner to the contractor(s), and the CM, if any, in order to prevent delay to the contractor(s) or in the Work. Tracings of all supplemental drawings shall be furnished to the District and shall bear the approvals required of public agencies having jurisdiction over that portion of the Work. If, during the construction, any dispute arises regarding the true meaning of the drawings and/or specifications, the Architect shall render a prompt interpretation.

r. Architect's Evaluation of The Work & Construction Observation at Substantial Completion and Final Completion. The Architect shall evaluate the Work to determine the dates of Substantial Completion and Final Completion, check if the Contractor finished his punch list, and if the Work conforms to the Contract Documents. The terms Substantial Completion and Final Completion are defined in the General Conditions of the Construction Contract. The procedures for Substantial Completion and Final Completion are outlined in the General Conditions of the Construction Contract.

The Architect shall conduct a final evaluation/observation when all construction work is completed, including any punch-list items, and the project is fully ready for its intended use. The District shall acknowledge final acceptance by issuing a Notice of Completion on the Project. The final evaluation/observation will be made at the earliest possible date after completion of the Project. When several buildings are involved, evaluations/observations may be made upon completion of each building. No evaluation/observation will be recorded as a final until all deficiencies or nonconforming conditions have been corrected. When codes and ordinances require inspections by local authorities, their final acceptance will be required prior to the District's final inspection and acceptance.

The Architect shall coordinate the evaluation/observation with all parties, including the District, Contractor, engineers, Project Inspector, so that all stakeholders may be present on the site at the same time. A final evaluation/observation must be conducted before the final payment to the contractor to ensure that all work is performed according to project plans and specifications and meets all applicable codes and quality standards.

A Pre-Final Observation/Evaluation shall be conducted at the point when the Architect believes that the Work can be deemed substantially completed. The Architect shall prepare a list of items (Punch-List) that need to be completed or corrected before substantial completion is achieved. The architect shall notify the contractor of items that need to be completed or corrected before a certificate of substantial completion certificate can be issued.

Final Evaluation/Observation shall be conducted when all Punch-List items have been corrected. The Architect shall notify the District in writing that the Contractor has completed all Work and recommend to the District to issue a Notice of Completion for the Project.

s. Operations and Maintenance Manuals, Guarantees. The Architect, in collaboration with the CM, if any, shall secure in proper form and transmit to the District all guarantees, warranties, instructions, diagrams, operations manuals, and other documents related to the operation and maintenance of the Project or otherwise to be furnished by the contractor(s) pursuant to the Construction Contract(s).

t. Notice of Completion. The Architect, in conjunction with the District, the contractor(s), and the CM, if any, shall make a final inspection, or inspections as necessary, not later than thirty (30) days following the date of substantial completion. The Architect shall certify in writing to the District at such time as Architect, based on its personal knowledge (as personal knowledge is defined in Education Code Section 17309) is satisfied that the Work in all respects has been completed in accordance with all provisions of the Contract Documents and Construction Contract(s), and that no change in the Work has been made except as authorized in writing by the District and approved by all governmental agencies with jurisdiction over the affected portion of the Work. The Architect shall at such time recommend that the District accept the Project and shall seek approval from the District for Architect to record a notice of completion with respect to the Project ("Notice of Completion"). Upon recording the Notice of Completion, the Architect shall provide a

conformed copy thereof to the District. Within seven (7) days after filing of the Notice of Completion, the Architect, in conjunction with the CM, if any, shall assist the District in providing any notices required pursuant to Civil Code Section 3185.

u. Expiration of Stop Notice Period(s). Upon expiration of applicable period in which any stop notice related to the Project may be filed (“Stop Notice Period”), the Architect, in concert with the CM, if any, shall review and approve the certificate of final payment to the contractor (“Certificate of Final Payment”).

v. Time for Payment. The Architect shall ensure that the Construction Contract(s) provide that, unless otherwise required by law, final payment to the contractor(s) is not due until forty-five (45) days after the date the Notice of Completion is recorded. The Architect shall ensure that the Construction Contract(s) provide a reasonable period of time for the District to obtain checks or warrants from the Los Angeles County Office of Education for final payment to the contractor(s).

w. Release of Final Payment and Retention. Within thirty-five (35) days after the Notice of Completion is recorded, the Architect shall certify in writing to the District that the items specified in this Subparagraph were completed and that final payment and payment of the any remaining retention, to the contractor is warranted. If the Architect cannot so certify, it shall submit a detailed explanation to the District explaining what action is required and the reason for such action, along with its best estimate as to when final payment, and any retention, may be released to the contractor(s). If final payment to the contractor(s) is delayed for any reason, the Architect shall thereafter immediately notify the District in writing when there is no longer any reason to delay such final payment and shall provide such certification as is required pursuant to this Subparagraph. As provided herein, the Architect shall certify that:

(i) The contractor(s) has/have provided all guarantees and warranties as required pursuant to the Construction Contract(s).

(ii) The contractor(s) has/have provided all operations manuals or instructions to the District as required pursuant to the Construction Contract(s).

(iii) DSA has received all reports and given all approvals required by law for the Project.

(iv) The Architect has verified to the best of its ability that all certificates and documents as are required by law, the DSA, the CDE, this Agreement, and the Contract Documents are on file with the District.

x. Record Drawings.

(i) Not later than ninety (90) calendar days after filing a Notice of Completion for the Project, and as a condition of final payment pursuant to this Agreement, the

Architect shall have completed (and forwarded to the District for its approval) the final drawings and specifications, indicating on them all changes made pursuant to any Change Order or the Construction Contract(s) and all information called for on the specifications (“Record Drawings”). The Record Drawings shall be prepared in the same electronic format (AutoCad or Revit) as the Construction Documents were prepared, and shall illustrate, among other things, the location of all concealed pipe, buried conduit runs, and other similar service elements within the Project, if applicable. The Architect shall review and represent to the best of his knowledge that the Record Drawings are a correct representation of the information supplied to it by the Project Inspector, the CM, if any, and the contractor(s), and shall obtain certifications by the Project Inspector and the contractor(s) that the Record Drawings are correct.

(ii) On approval by the District of the completed Record Drawings, the Architect shall forward to the District the complete set of *original* drawings and specifications corrected to "record" condition or a complete set of reproducible duplications thereof. The tracings shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

(iii) As a condition of final payment pursuant to this Agreement, the Architect shall forward to the District one (1) clear and legible set of reproductions of the structural calculations, mechanical, electrical and other calculations, the original copy of the specifications, on disk, the Record Drawings, on disk or CD readable in AutoCad or Revit, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and the Architect's Certificate of Completion.

5. Agency Approvals. The Architect shall apply for and obtain the required approvals (including Final Certification from DSA) from all public or private agencies or entities having jurisdiction over the Project with District assistance as required, so as not to delay the Project. To the extent approvals of documents or drawings are required for the Project, Architect shall submit such copies to any such agency as are required and shall make corrections or revisions as may be necessary or required by such agency in order to secure approvals or funding. Unless directly paid by the District, the Architect, subject to reimbursement as provided herein, shall pay on behalf of the District such amounts as necessary for any plan check or other fees or approvals.

6. Construction Problems. The Architect shall make written reports to the District, and its CM, if any, stating any problems that occur or are identified by the Architect, the Project Inspector, the CM, if any, or the contractor(s) during the Project, the changes contemplated in the Work as a result of any such problem, and the progress of the Work. The Architect shall timely advise the District of risks associated with any action planned by District and provide alternatives for such action to the District.

## *1. Additional Responsibilities of Architect.*

1. Designation of Project Architect. Architect shall designate in writing prior to the execution of the Agreement, the individual who will serve as the Architect for the Project (“Project Architect”). The Project Architect shall not be changed without the prior written approval of District, which shall not be unreasonably withheld.

2. Consultations. The Architect shall participate in all consultations and conferences with the District, its CM, if any, public or private agencies having jurisdiction over the Project, and others as may be directed by the District. The Architect shall attend all such meetings of the Board as directed by the District.

3. Employees and Consultants. The Architect shall employ at its sole cost and expense, employees, technicians, consultants including engineers and personnel properly skilled and licensed in the State of California in the various aspects of the design and construction of the Project, including, but not limited to, civil, structural, mechanical (inclusive of both HVAC and plumbing), electrical, cost estimator, food service consultants, acoustical engineers, landscape architects, and other specialized engineering or consulting services required for the Project, unless specifically excluded in the Architect’s proposal. Architect shall notify District in writing of the names of the consultants to be employed by Architect for the Project. In the event of any change in a consultant, Architect shall notify District in writing of the new or substituted consultant. The Architect shall confer and cooperate with professional consultants employed directly by the District within the scope of work covered by this Agreement. All final reports, recommendations, drawings and specifications shall, as applicable, bear the signature of the consultants or engineers in addition to the signature of Architect and shall become the property of the District. The Architect agrees to have all consultants or engineers employed on the Project execute a declaration that they have no financial interest in the sale or use of any materials or equipment required for the Project. Architect shall ensure that its professional sub-consultants maintain professional liability insurance with minimum coverage limits of \$500,000.

4. Guarantee Period. The Architect shall, upon request of the District, recommend action to be taken should defects in workmanship or materials be discovered after acceptance of the Project and prior to expiration of the guarantee period. The Architect shall attempt to resolve to the satisfaction of the District any apparent deficiencies in construction following the acceptance of the Project and prior to expiration of the construction guarantee(s) applicable to the Project. The Architect shall conduct walk-through inspections as necessary to ascertain whether all such guarantee work has been completed in an acceptable manner.

5. Standard of Care. Architect shall perform all of the Architectural Services required pursuant to this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to provide architectural services related to construction and modernization of school facilities within the State. Architect

warrants that each of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience, and shall have all licenses, permits, qualifications and approvals as are required, to perform the Architectural Services assigned to them. Any employee or consultant of Architect that is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of other persons or property, or who fails or refuses to perform the Architectural Services in a manner acceptable to the District, as determined by the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Architectural Services or to work on the Project.

6. Fingerprinting requirements. Unless determined by the District in writing to be exempt, the Architect shall comply with the requirements of Education Code Section 45125.1, regardless of whether such requirements are otherwise applicable. Unless exempted from such requirement, the Architect shall comply with all California Department of Justice (“DOJ”) guidelines and requirements with respect to fingerprinting of employees, consultants, or others engaged in the performance of the Architectural Services who may have more than limited contact with District students at any time during the course of the Project, as determined by the District.

7. Architect Records. The Architect shall maintain all financial and other records related to this Agreement and the Project, as necessary, appropriate or required by law (“Architect Records”), which shall be available at all reasonable times for inspection by the District and any governmental agency with jurisdiction there over. The Architect shall prepare and maintain the Architect Records using a generally-recognized accounting basis. The Architect Records shall include, but not necessarily be limited to, records of Reimbursable Expenses, direct personnel costs incurred in connection with Additional Services, and accounts between the District and the architect.

#### *J. Excluded Services.*

The following services are specifically excluded from Architect's scope of work:

1. Soils and geotechnical report and topographic surveys.
2. Environmental impact report and studies, including any required testing.
3. Making revisions to Contract Documents where such revisions are inconsistent with approvals or instructions previously given by the District; or, due to changes required as a result of the District's failure to render decisions in a timely manner.
4. Providing services in connection with replacement of Work damaged by fire or other acts of God.
5. Providing services made necessary by the default or termination of the contractor, by defects or deficiencies in the work of the contractor or subcontractors, or by failure of

performance of either the District, contractor, or others performing services or providing work on the Project.

6. Providing services relative to future facilities, systems and equipment.
7. Architectural Services relating to design requests or options requested by parties other than the District, having jurisdiction over the Project, which services shall be accomplished only when and to the extent authorized in writing by the District after the additional party has deposited funds with the District to cover any such cost.
8. Testing for hazardous materials, employment of hazardous abatement consultant.
9. Field measuring to document as-built conditions, in the event that no existing as-built or record drawings are available.
10. Civil engineering services related to studies and master planning required by the local approving agencies.

#### *K. Laws and Regulations.*

1. Knowledge and Compliance. Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Architectural Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable, pursuant to the indemnification provision of this Agreement, for all violations of such laws and regulations in connection with its Architectural Services. If the Architect performs any work knowing it to be contrary to such laws, rules and regulations, Architect shall be solely responsible for all costs arising there from.

2. Drawings and Specifications. Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including the Uniform Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the DSA (including structural safety, fire/life safety and access compliance section), the CDE and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised and submitted for required approvals.

3. Americans with Disabilities Act. Architect shall interpret and apply all applicable federal, state and local laws, rules and regulations with respect to access, including the Americans with Disabilities Act ("ADA") as are, applicable to the Project. Architect shall inform District of

any inconsistencies between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law. Unless Architect brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Architect's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Architect, and the Architect shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Architect brings such inconsistencies and conflicting interpretations to the attention of the District and request District's direction on how to proceed, Architect shall be responsible to the District pursuant to the indemnification provision of this Agreement.

4. Permits, Approvals and Authorizations. Architect shall provide District with a list of all permits, approvals or other authorizations required for the Project from all applicable federal State, and local governmental agencies and private entities with approval authority or jurisdiction over the Project.

*L. Prohibited Interests.*

Architect represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Architect further represents and warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Upon any breach or violation of such representations or warranties, the District shall have the right to rescind this Agreement immediately without liability, and the Architect shall be liable to the District for all costs, expenses and damages resulting there from.

*M. Labor Certification.*

Architect represents and certifies that it is aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of such section, and agrees to comply with such provisions before commencing the performance of the Architectural Services.

## ARTICLE III. DUTIES OF DISTRICT

### *A. District Representative.*

The District shall designate in writing a representative who shall act on behalf of the District in all matters pertaining to the Architectural Services to be rendered pursuant to this Agreement (“District Representative”). All requirements of the District pertaining to Architectural Services or directions to Architect related to the Project shall be given through the District Representative, the Superintendent of the District, or the Assistant Superintendent of Business Services of the District. The District Representative, and CM, if any, shall cooperate with the Architect in all matters related to this Agreement in order to permit the performance of the Work without unreasonable delay.

### *B. Statement of Building Program and Budget and Scheduling for the Project.*

As reasonably necessary for the Architect to perform its obligations pursuant to this Agreement, and upon reasonable request of the Architect, the District shall provide full information as to the requirements and educational program as related to the Project. As provided herein, the District shall establish the maximum Construction Budget for the Project and a schedule for completion of the Project with the assistance of the Architect.

### *C. Surveys and Tests.*

1. Site Survey. Upon reasonable request of the Architect, the District shall furnish the Architect with a survey of the building site, prepared by a licensed surveyor indicating where relevant, among other matters, the location of existing buildings, grades around existing buildings, grades and lines of street, pavements, boundaries of adjoining properties and contours of site. Any such request by the Architect shall be timely so as to avoid any delay in the performance of the Architectural Services, and/or completion of the Work or portion thereof, and/or completion of the Project.

2. Testing. Upon reasonable request of the Architect, the District shall furnish chemical, mechanical or other tests required for proper design and boring or test pits necessary for determining subsoil conditions and soil test results performed by a qualified testing laboratory or soil engineer. Any such request by the Architect shall be timely so as to avoid any delay in the performance of the Architectural Services, and/or completion of the Work or portion thereof, and/or completion of the Project.

3. Geotechnical and Environmental Investigation Survey. The District shall perform any geological investigation survey reasonably required by the CDE, DTSC, OPSC, SAB, or other authorities having jurisdiction of the Project, or upon reasonable request of the Architect, and shall provide copies to the Architect for distribution as necessary. The Architect shall review such

information and advise the District whether, in the opinion of the Architect, any additional studies or information are necessary for construction and operation of the Project and of apparent cost implications, if any, to the Construction Budget, and the overall Project Budget.

*D. Fees.*

The District shall pay or cause to be paid, or reimburse to the Architect as provided herein, all fees required in connection with the Project by public agencies having jurisdiction over the Project.

*E. Bidding and Contract Documents.*

The District shall be responsible for distribution of Bid Documents and Contract Documents to bidders.

*F. Project Inspector.*

The District shall directly employ the Project Inspector(s), as required during the entire course of construction of the Project. The Project Inspector(s) shall be qualified and approved by appropriate agencies, and shall be satisfactory to, responsible to, and under the direction of the Architect as required by the DSA and in compliance with Title 21 of the California Code of Regulations. The cost of employment of the Project Inspector will be borne by the District and paid directly to the Project Inspector. The administration by the Architect and its engineers and consultants shall be in addition to the continuous personal inspection of the Project by the Project Inspector. The District shall provide all legal advice pertaining to any inspection services for the Project.

*G. Communications and Inspections.*

1. Relationship with Contractors. If during the course of construction any questions, recommendations, requests for changes, or substitutions are initiated by the District staff or the CM, if any, they shall be directed to the Architect only through the District Representative, or CM, if any. Orders to the contractor(s) shall be issued through the Architect, or CM, if any, unless such orders are not being properly transmitted by Architect.

2. Pre-final Inspection. The District, as necessary, shall assist the Architect in making the pre-final inspection and the preparation of the list of deficiencies with regard to the Project.

3. Final Inspection. When the District is notified by the Architect that the punch list items were corrected, the District shall accompany the Architect, the CM, if any, and the contractor(s) for the final Project inspection.

4. Language of Certificates. The proposed language of certificates, or certifications requested of the Architect or Architect's consultants shall be submitted to the District for review and approval at least fourteen (14) days prior to execution. The District, or CM, if any, shall not request certifications that would require knowledge or services outside the scope of this Agreement.

#### *H. Notice of Completion.*

When all items are completed with regard to the Project to the satisfaction of the District, the CM, if any, and the Architect, and upon recommendation of the Architect and CM, if any, the District shall recommend to the Board that it accept the Project and authorize the Architect to record a Notice of Completion. During any guarantee period applicable to the Work, the District shall notify Architect in writing of any apparent deficiencies in materials or workmanship.

#### *I. Board Approval.*

Upon receipt from Architect of adequate supporting documentation, the District shall ensure that all matters submitted by the Architect for approval by the Board (including, but not limited to, approval of the Notice of Completion and approval of any Certificate of Final Payment) are placed on the agenda for the next regular meeting of the Board that is scheduled at least five (5) days after receipt by the District of such supporting documentation.

#### *J. Conflict of Interest.*

For the term of this Agreement, no director, official officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

## ARTICLE IV. ARCHITECT'S COMPENSATION

#### *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 of \_\$115,355 as provided in this Paragraph (“Basic Fee”) and amended pursuant to Paragraph D of the Recital . The Total Basic Fee is composed of:

Phase 1 Services: \$115,355

Phase 2 Services: To be negotiated after completion of Conceptual Design. Refer to Paragraph D of the Recital.

### ***B. Invoicing of Basic Fee.***

The Architect shall submit invoices to the District requesting payment of the Basic Fee or portions thereof at such times as provided in this Agreement. Each such invoice shall be accompanied by such detailed information as is reasonably necessary to substantiate the Architect's request for payment. From each approved payment of the Basic Fee the District at its discretion may withhold an amount equal to five percent (5%) of the payment amount ("Retention") if the District reasonably determines that the Architect performance has declined. Subject to any conditions on final payment to Architect set forth herein, the District shall pay the Retention to the Architect at such time as the District makes the final payment to Architect pursuant to this Agreement. The District may also pay the Retention to the Architect at any time when the District has determined that the Architect performance has improved. The District shall review and pay all approved invoices or approved portions thereof within thirty (30) days of receipt of the invoice. The District may, within ten (10) days of receipt of any such invoice, request additional information to substantiate Architect's request for payment, and the time for payment by the District shall be extended by the number of days required for Architect to provide such information. Pursuant to California Civil Code; Section 3320, failure to make payment within 30 days of receipt of the Architect's invoice shall result in interest due at the rate of 1.5% per month.

### ***C. Allocation and Payment of Basic Fee.***

The Basic Fee shall be allocated and paid to Architect in such amounts and at such times as provided in this Paragraph.

1. Conceptual Design Phase: Upon completion of the Conceptual Design Phase, the Architect may request payment of the Phase 1 portion of the the total Basic Fee. Billings shall be monthly or lump sum, in arrears, based upon work completed.

2. Completion of Schematic Design Phase: increase to twenty percent (20%) of the Basic Fee for Phase 2. Billings shall be monthly or lump sum, in arrears, up to twenty percent (20%) of the Basic Fee for Phase 2, based upon work completed.

3. Completion of Design Development: increase to thirty percent (35%) of the Basic Fee for Phase 2. Billings shall be monthly or lump sum, in arrears, up to thirty percent (35%) of the Basic Fee for Phase 2, based upon work completed.

4. Construction Documents: compensation shall be up to sixty percent (70%) of the Basic Fee for Phase 2. Billings shall be monthly or lump sum, in arrears, up to sixty percent (70%) of the Basic Fee for Phase 2, 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.

5. 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 Basic Fee for Phase 2. Billings shall be monthly or lump sum, in arrears, up to sixty-five percent (75%) of the Basic Fee for Phase 2, based upon work completed and requires final stamped approval from DSA.

6. Contract Award Phase: increase to seventy five percent (80%) of the Basic Fee for Phase 2. Billings shall be monthly or lump sum, in arrears, up to seventy five percent (80%) of the Basic Fee for Phase 2, based upon work completed.

7. 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 Basic Fee for Phase 2 for the Project.

8. Close-Out Phase: Completion of all requirements under Subparagraph x of Section 3 Paragraph G of Article II, 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 Basic Fee for Phase 2 for the Project.

9. 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 Basic Fee for Phase 2 to increase the total amount paid to Architect to one hundred percent (100%) compensation due for the Project.

10. Completion of Project (Final Payment). Upon acceptance of the completed Project by the District and subject to any conditions set forth herein, including, but not limited to delivery of the Record Drawings, the Architect may request such additional payment so that the portion of the Basic Fee paid to Architect plus any Retention shall equal one hundred percent (100%) of the Basic Fee. The final payment to Architect shall be made at such time as provided in this Agreement notwithstanding that the Architect shall continue to be obligated to provide Architectural Services during any guarantee period applicable to the Work.

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.

#### *D. Adjustments to Basic Fee.*

In the event any authorized Change Order results in an increased scope of Work or 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).

#### *E. Additional Services.*

The Architect shall not be entitled to additional compensation for itself or its consultants unless agreed in writing in advance by the District in its sole discretion. 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. Consultant services shall be provided at a cost not more than 1.10 times the amount reasonably charged to the Architect. The Architect shall not be compensated for Additional Services made necessary as a result of the delinquency, default or insolvency of any contractor(s), or by major defects in the work of any contractor(s), if the Architect failed to detect and report such matters when it reasonably should have done so.

#### *F. Reimbursable Expenses.*

The Architect shall be entitled to reimbursement for expenses reasonably incurred in connection with the provision by Architect of the Architectural Services, as provided in this Paragraph (“Reimbursable Expenses”), at Architect's cost without mark-up to the District. Reimbursable Expenses shall include only those categories of out-of-pocket expenses set forth below in this Paragraph. Total Reimbursable Expenses shall not exceed the total Estimated Expenses of One Thousand (**\$1,000**) without prior written authorization of the District. Payment for Reimbursable Expenses shall be made upon detailed invoices presented to District. Reimbursable Expenses shall be paid within thirty (30) days of receipt by the District of a properly substantiated invoice therefore. Reimbursable Expenses are in addition to the Basic Fee and compensation for Additional Services. Reimbursable Expenses shall include only:

(i) Approved reproduction of drawings and specifications in excess of the copies provided by this agreement.

(ii) Fees advanced for securing approval of authorities having jurisdiction over the Project.

(iii) Civil Engineering design, hydrology studies and other related design or studies.

(iv) 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.

(v) Any Additional Services specifically requested and authorized in writing by the District Representative.

### ***G. Invoicing of Additional Services and Reimbursable Expenses.***

The Architect may, on a monthly basis, submit invoices to the District requesting payment for Additional Services provided, and Reimbursable Expenses incurred, by the Architect in and prior to the immediately preceding month. Each such invoice shall be accompanied by such detailed information as is reasonably necessary to substantiate the Architect's request for payment. The District shall review and pay all approved invoices or approved portions thereof for Additional Services or Reimbursable Expenses, within thirty (30) days of receipt of the invoice. The District may, within ten (10) days of receipt of any such invoice, request additional information to substantiate Architect's request for payment, and the time for payment by the District shall be extended by the number of days required for Architect to provide such information. Pursuant to California Civil Code; Section 3320, failure to make payment within 30 days of receipt of the Architect's invoice shall result in interest due at the rate of 1.5% per month.

### ***H. Withholding Payment to Architect.***

The District may withhold all or a portion of any progress payment to the Architect in accordance with Civil Code Section 3320, to the extent permitted thereby. Failure by District to withhold any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or State law. For instance, the District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of acts or omissions protected under the indemnification provisions of this Agreement. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

## **ARTICLE V. TERMINATION, ABANDONMENT OR SUSPENSION OF WORK**

## ON THE PROJECT

### *A. Termination by District.*

The District, in its discretion and with or without cause, may suspend or terminate this Agreement, or all or any portion of the Architectural Services, following ten (10) days written notice thereof to the Architect.

### *B. Default and Immediate Termination.*

This Agreement shall terminate immediately if any of the following events of default of the Architect occur, unless waived in advance, in writing, by the District:

1. If the Architect commences a voluntary action under any chapter of the United States Bankruptcy Code, as now or hereafter in effect, or if the Architect takes any equivalent or similar action by filing a petition, or otherwise, under any Federal or State law in effect at such time relating to bankruptcy or insolvency;

2. If a petition is filed against the Architect under any chapter of the United States Bankruptcy Code, as now or hereafter in effect, at the time of filing or if a petition is filed seeking any equivalent or similar relief against the Architect under any other Federal or State law in effect at the time relating to bankruptcy or insolvency, and such petition, or filing, is not dismissed within sixty (60) days after being filed;

3. If the Architect makes a general assignment for the benefit of creditors;

4. If a trustee, receiver, custodian or agent of the Architect is appointed under applicable law or under contract, whose appointment constitutes authority to take charge of the property of the Architect, is for the purpose of enforcing a lien against such property, or for the purpose of general administration of such property for the benefit of the Architect's creditors;

5. If the Architect persistently fails to timely pay engineers, consultants or other persons retained by the Architect in connection the Architectural Services;

### *C. Default and Termination After Notice.*

This Agreement shall terminate immediately upon notice from the District if any of the following events of default of the Architect occur, unless waived in advance, in writing, by the District:

1. If the Architect: (i) refuses or fails, except in cases for which extension of time is provided or granted, by District, to supply sufficient properly skilled staff or proper materials; (ii) disregards laws, ordinances, rules, regulations or orders of any public agency having jurisdiction, including, but not limited to, the DSA and OPSC; or (iii) violates or breaches any term or provision or fails to perform any of its obligations hereunder in a timely manner (including timely delivery to the District of all required documentation to be prepared by the Architect), which violation or breach arises out of or results from the fault or negligence of the Architect; or

2. If the drawings, specifications, or any other document provided in connection with this Agreement contains any material errors or omissions arising out of or resulting from the fault or negligence of the Architect.

#### *D. Termination by Architect.*

The Architect may terminate this Agreement sixty (60) days after notice to the District, and failure by the District in such sixty (60) day period to cure, any breach by the District of an obligation to make payments of undisputed amounts to the Architect in accordance with this Agreement.

#### *E. Suspension or Abandonment of the Work or Project.*

The District has the absolute discretion and right to suspend or abandon all or any portion of the Work on the Project and may do so upon written notice to the Architect. Upon notice from the District of any suspension or abandonment of the Work in part, the Architect shall immediately scale back operations to the extent of the Work not suspended or abandoned. In the event the District suspends or abandons the entire Project, the Architect shall terminate all activities pursuant to this Agreement not later than ten (10) days after such notice. If the entire Project is abandoned, the parties shall each be relieved of any further obligation pursuant to this Agreement except for any obligation of the Architect to indemnify the District, which obligation in all circumstances shall survive termination of this Agreement with respect to acts or omissions of the Architect occurring prior such termination.

#### *F. Compensation in the Event of Termination, Abandonment or Suspension.*

If, for reasons other than Architect's breach of this Agreement, the District terminates this Agreement with respect to the entire Project or abandons the entire Project, the District shall, within thirty (30) days following such termination or abandonment, pay such sum to Architect that is sufficient to increase the total portion of the Basic Fee paid to Architect plus any Retention to an amount that is proportionate to all Architectural Services adequately performed prior to termination or abandonment in relation to all Architectural Services required pursuant to this Agreement. If, for reasons other than Architect's breach of this Agreement, the District terminates this Agreement with respect to only part of the Project, or abandons the Project in part only, the Basic Fee shall be recalculated pursuant to Paragraph A of Article IV based on the revised Construction Cost or

estimate thereof, as applicable. In the event the District suspends the entire Project, until such time as the Project resumes, the Architect shall be entitled to payment only for Architectural Services provided prior to such suspension. In the event any suspension of the entire Project exceeds eighteen (18) months, the Project shall be deemed to have been abandoned in its entirety and Architect shall thereafter be entitled to payment as provided for abandonment of the entire Project. For purposes of determining the proportion of all Architectural Services actually performed prior to termination, abandonment or suspension in relation to all Architectural Services required pursuant to this Agreement, each allocation of the Basic Fee set forth in Paragraph C of Article IV is conclusively deemed to correspond to the percentage of the Architectural Services to be performed in relation thereto. By way of example, at such time as the plans and specifications for the Work are one hundred percent (100%) complete and have been submitted for review and approval to all public agencies and private entities with jurisdiction over the Project, the Architect shall be deemed to have completed seventy percent (70%) of all required Architectural Services. In the event this Agreement is terminated as a result of a breach by the Architect, the compensation due Architect upon termination shall be reduced by the total amount of damages, including, but not limited to, attorneys' fees and expenses, sustained by District as a result of or related to such breach. If the parties dispute the amount of compensation due to Architect in the event of a termination of the Agreement, in whole or in part, or abandonment or suspension of the Project, in whole or in part, the parties may agree in writing to mediation or arbitration of the dispute.

### *G. Delivery of Documents.*

Upon any termination, abandonment or suspension of the Project in whole or in part, the Architect shall deliver to the District all preliminary studies, sketches, working drawings, specifications, computations and all other documents and matters completed by Architect to which the District otherwise would have been entitled at the completion of the Architectural Services.

## **ARTICLE VI. INDEMNIFICATION.**

For purposes of this Paragraph, the term "District" is deemed to include its Board members, officers, employees and agents (but not including the District's contractor, subcontractors or the construction manager, if any). To the furthest extent permitted by California law, Architect hereby agrees that it shall indemnify and defend the District, and hold the District harmless, against and from any and all claims, demands, causes of action, costs, including, without limitation attorneys' fees and expenses, liabilities, losses, damages and injuries of any kind, in law or equity, including, without limitation, those related to any injury to property or to the injury or death of any person, that in any manner arise out of, pertain to, or relate to any negligence, recklessness, or wilful misconduct of the Architect or its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement or the performance of the Architectural Services. Any defense of the District shall be with legal counsel reasonably acceptable to the District, and

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Architect shall bear all cost, expense and risk thereof. In connection therewith, the Architect shall pay or otherwise satisfy any judgment, award or decree that may be rendered against the District. The District, without jeopardizing or compromising any of its rights herein, may settle any demand, action or other legal proceeding on terms determined by the Board to be in the District's best interest, and the Architect shall reimburse the District for the amount paid in settlement, together with the District's costs and expenses, including attorneys' fees and expenses, incurred in negotiating and entering into such settlement. The Architect also shall reimburse the District for any and all legal expenses and costs, including attorneys' fees, incurred in enforcing the indemnity and other rights herein provided. Whereas the cost to defend the District charged to the Architect for claims based on professional errors of omissions shall not exceed the Architect's proportionate percentage of fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs. The obligations of the Architect set forth in this Paragraph shall not be deemed to be limited or restricted to insurance proceeds, if any, received by the District. The obligations of the Architect set forth in this Paragraph shall survive termination of the Agreement with respect to Architectural Services provided prior to termination or expiration of this Agreement. However nothing above requires the Architect to pay for or be responsible in any manner to the District for intentional or negligent acts of the District.

## **ARTICLE VII. STANDARDIZED MANUFACTURED ITEMS**

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering shall be standardized to the District's criteria so long as those criteria do not substantially interfere with building design.

## **ARTICLE VIII. OWNERSHIP OF DOCUMENTS PREPARED FOR THE PROJECT**

### ***A. Ownership.***

Pursuant to Section 17316 of the Education Code, all plans, specifications, cost estimates, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, all estimates and all other documents

prepared by the Architect pursuant to this Agreement are and shall remain the property of the District.

***B. Right to Reuse.***

The District may utilize the drawings, specifications, estimates, and other Contract Documents prepared pursuant to this Agreement by the Architect as District sees fit with no additional compensation due Architect. The Architect hereby grants to the District the unconditional right to reuse all or any part of the Contract Documents or other documents or materials prepared pursuant to this Agreement, for any purpose at District's sole discretion, with no additional compensation to Architect. Unless expressly agreed in writing, the District shall not be bound by this Agreement or any other agreement to employ the services of the Architect in the event such documents or materials are reused. Any reuse by District of such documents or materials in relation to any project other than this Project without employing the services of the Architect shall be at District's own risk, and the District shall indemnify the Architect in the event of any claim or action against the Architect related to such reuse. The District shall remove the Architect's seal, and any reference of any kind to the Architect's firm name, address, etc., from any documents or materials that it reuses. After completion of the Project, the Architect shall not permit reproductions to be made of any District-owned documents without the written approval of the District.

***C. License.***

This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Contract Documents prepared for the District by the Architect, and any intellectual property rights therein. Architect shall require any and all of its subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

***D. Right to License.***

The Architect represents and warrants that it has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Contract Documents that Architect prepares or shall cause to be prepared pursuant to this Agreement. The Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of such representation or warranty.

## ARTICLE IX. ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's reimbursable expenses, direct personnel costs incurred in connection with Additional Services, and records of accounts between the District and contractor

shall be kept on a generally recognized accounting basis and shall be available to the District or his authorized representative at all reasonable times.

## ARTICLE X. INSURANCE.

### *A. Architect Insurance.*

The Architect, at its own cost, shall obtain and maintain during the term of this Agreement all insurance policies required pursuant to this Article. The District shall be named as an additional insured with respect to all such insurance except professional liability and Workers' Compensation Insurance. The insurance policies required pursuant to this Agreement shall be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A-9." Prior to commencing the Architectural Services, the Architect shall provide to the District copies of all insurance policies required pursuant to this Article, together with duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect ("Certificates of Insurance"). The Certificates of Insurance name the District as an additional insured and shall expressly require that the insurer notify the District not less than thirty (30) days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy. Language therein to the effect that the insurer shall "endeavor" to provide such notices shall not be acceptable. The District shall review the insurance policies and Certificates of Insurance required pursuant to this Paragraph to determine whether they comply with the requirements of this Agreement. The Architect shall provide updated Certificates of Insurance to the District for each renewal of an insurance policy required pursuant to this Article. Any failure by Architect to comply with the provisions of this Article shall be deemed a material breach of this Agreement.

1. Workers Compensation Insurance. The Architect shall obtain and maintain Workers' Compensation Insurance as required by the Labor Code and Employer's Liability Insurance with coverage in an amount not less than five hundred thousand dollars (\$500,000).

2. Valuable Document Insurance. The Architect shall obtain and maintain 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.

3. Professional Liability Insurance. The Architect shall obtain, and shall maintain until at least five (5) years after filing of the Notice of Completion, Professional Liability Insurance with coverage in an amount of not less than one million dollars (\$1,000,000.00).

4. General Liability Insurance. The Architect shall obtain and maintain during the term of the Agreement a policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with a combined single limit of not less than two million dollars (\$2,000,000) for all activities conducted by Architect pursuant to this Agreement ("Liability

Policy”). The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer’s rights of subrogation. The Liability Policy shall include limited coverage for the contractual liability assumed by the Architect pursuant to this Agreement. The Liability Policy shall be primary with respect to any insurance or self-insurance programs covering the District, its Board members, officers, employees, agents and consultants.

5. Automobile Liability Insurance. The Architect shall obtain and maintain during the term of this Agreement policies of business automobile liability insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

***B. Consultant Insurance.***

All architects, engineers, experts and other consultants employed by or under contract to the Architect in connection with this Agreement shall be required to independently comply with the insurance standards and requirements set forth in Paragraph A of this Article, unless other standards or requirements are approved by the District in writing. Unless such other insurance standards or requirements are approved in writing by the District, the Architect's agreements with its consultants shall contain provisions making them subject to the requirements set forth in Paragraph A of this Article.

**ARTICLE XI. ASBESTOS CERTIFICATION.**

The Architect shall verify that the specifications for the Work shall provide that no asbestos, asbestos-containing materials, or other materials deemed to be hazardous by the State or federal government may be installed or incorporated into the Work or the Project, or used in conjunction with the Project. The Architect shall represent to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the State or federal government was specified as a building material in any construction document that the Architect prepared or approved for the Project. The Architect shall require all consultants who prepare any other documents for the Project to submit the same written representation. The Architect shall also assist the District in ensuring that the contractor(s) provide the District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the State or federal government. These certifications shall be part of the final Project submittal.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

### *A. Election to Arbitrate.*

In the event of any dispute between the parties related to the interpretation or enforcement of this Agreement, the parties may agree to submit such dispute to arbitration, either binding or non-binding, for resolution by a neutral third-party arbitrator. In the event the parties elect to arbitrate any such dispute, the parties shall attempt to agree upon a retired judge of the Superior Court in and for the County of Los Angeles. If the parties are unable to agree on an arbitrator within thirty (30) days of the receipt of a request for arbitration, they shall request that the presiding judge of the Superior Court designate an arbitrator. Any agreement to arbitrate shall specify the parties' agreement as to the procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory and case law that is applicable to the dispute. The District and the Architect shall each pay one-half (1/2) the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs related thereto. If the parties have elected binding arbitration and either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled as part of its costs to a reasonable attorney's fee to be fixed by the court.

### *B. Successors and Assigns.*

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that the Architect shall not assign or transfer by operation of law or otherwise any or all rights, burdens, duties, or obligations without prior written consent of the District. Any attempted assignment by the Architect without District consent shall be invalid.

### *C. Governing Law.*

This Agreement shall be governed by the laws of the State of California. Arbitration, action or other proceeding arising from or related in any way to this Agreement shall be conducted only in the County of Los Angeles.

### *D. Incorporation of Recitals and Exhibits.*

All recitals set forth herein, and all exhibits attached hereto or referenced herein, are hereby incorporated as effective and operative parts of this Agreement.

*E. Architect Not Officer or Employee of District.*

The District hereby retains Architect on an independent contractor basis. The Architect shall not be deemed or construed to be an employee of the District for any purpose whatsoever, including, but not limited to, for income tax purposes, and the Architect is not entitled to the rights or benefits afforded to District's employees. Except as agreed by the parties and set forth in this Agreement, the Architect shall have the sole discretion to determine the manner in which it will perform the Architectural Services. Any additional personnel performing the Architectural Services on behalf of Architect also shall not be deemed or construed to be employees of the District, and shall at all times be under Architect's exclusive direction and control. The Architect shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Architectural Services and as required by law. The Architect shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and Workers' Compensation Insurance.

*F. No Third-Party Rights.*

The parties have entered into this Agreement solely for their own benefit, and no third party shall be entitled, directly or indirectly, to base any claim or to have any right arising from, or related to, this Agreement.

*G. Time of Essence.*

Time is of the essence with respect to this Agreement and each provision herein.

*H. Captions and References.*

The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent or any Article, section, subsection, paragraph, or other provision of this Agreement. Any reference in this Agreement to an Article, section, subsection or paragraph, unless specified otherwise, shall be a reference to an Article, section, subsection or paragraph of this Agreement.

*I. Drafting of Agreement.*

In interpreting this Agreement, it shall be deemed to have been prepared by the parties jointly and no ambiguity shall be resolved against either party on the premise that it or its attorneys was responsible for drafting this Agreement or any provision hereof.

***J. Entire Agreement.***

This Agreement sets forth the entire agreement and understanding concerning the provision by the Architect to the District of Architectural Services for the Project, and this Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. Each party acknowledges that the other party and the other party's agents, attorneys and other representatives have not made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein to induce the execution of this Agreement and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

***K. Severability.***

If any Article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining Articles, sections, subsections, paragraphs, sentences, clauses and phrases contained in this Agreement shall not be affected thereby and shall, to the extent possible in light of the illegal, null or void language, continue in full force and effect.

***L. Waiver.***

The failure of a party at any time to require a performance by any other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by a party shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

***M. Conflicting Provisions.***

In the event that provisions of any exhibit incorporated into this Agreement conflict in any way with the provisions set forth in this Agreement, the provisions herein shall control over the exhibits with respect to the actions and obligations of the parties and the interpretation of the parties' understanding concerning the performance of the Architectural Services.

***N. Amendment.***

This Agreement may be amended or modified only by means of a writing duly approved and executed by the parties.

***O. Prevailing Wages.***

The Architect acknowledges the requirements of Labor Code Section 1770 *et seq.*, which would require the payment of prevailing wages if the Architectural Services or any portions thereof are determined to be a “public work” as that term is defined in the Labor Code. The Architect shall defend, indemnify, and hold harmless the District, its Board members, officers, employees, agents and consultants from and against any claim or liability, including, without limitation, attorneys’ fees and costs, arising from or related to any failure or alleged failure of Architect to comply with Labor Code Section 1770 *et seq.*

***P. Equal Opportunity Employment.***

The Architect represents and warrants that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

***Q. Counterparts.***

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

***R. Due Authority of Signators.***

Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the party that he or she represents to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, the District and the Architect have executed this agreement the day and year first above written.

*La Cañada Unified School District*

By: \_\_\_\_\_  
Mark Evans, Associate  
Superintendent of Business  
and Administrative Services

Architect  
By: \_\_\_\_\_  
Ali Barar, Principal  
Gonzalez Goodale Architects

EXHIBIT A (Architect's Proposal Dated July 3,2018)



RFP FOR ARCHITECTURAL AND ENGINEERING SERVICES

# LA CAÑADA HIGH SCHOOL

Request For Proposals Architectural & Engineering Services  
For New Outdoor Pool Facility At La Cañada High School  
RFP# LCF 18/19-02

La Cañada Unified School District

July 3, 2018



LALACA  
LALACA

PLYR

PENALTY  
TIME NO.



Cover Letter

1. Scope and Methodology

2. Key Personnel

3. Sub-Consultants

4. Schedule

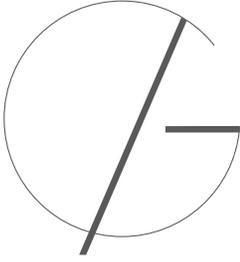
5. Proposed Fees

6. Billing Rates

7. Certification

8. Non-Conflict of Interest





## GONZALEZ GOODALE ARCHITECTS

135 WEST GREEN STREET STE 200 PASADENA, CALIFORNIA 91105

July 3, 2018

**RE: REQUEST  
FOR PROPOSALS  
ARCHITECTURAL &  
ENGINEERING SERVICES  
FOR NEW OUTDOOR POOL  
FACILITY AT LA CAÑADA  
HIGH SCHOOL  
RFP# LCF 18/19-02**

Harold Pierre, Program Manager  
**La Cañada Unified School District**  
hpierre@linikcorp.com  
*transmitted electronically*

Dear Mr. Pierre:

Gonzalez Goodale Architects is pleased to submit this fee proposal for architectural/engineering professional services for the New Outdoor Pool Facility At La Cañada High School. This proposal is based upon the Request for Proposal dated May 29, 2018 and associated documents issued by LCUSD and an on-site visit with program management Friday, June 15.

Our A/E team will include the following firms: KPFF Consulting Engineers (Structural & Civil Engineering); Budlong & Associates (Mechanical, Plumbing, Electrical Engineering); Aquatic Design Group (Pool Design & Engineering) and Yuang Tai, Inc. (Cost Estimation).

In response to the District's request for proposal, the following exhibits are attached to detail our architectural and engineering services:

1. Scope and Methodology
2. Key Personnel
3. Sub-Consultants
4. Schedule
5. Proposed Fees
6. Billing Rates
7. Certification
8. Non-Conflict of Interest

We sincerely look forward to working collaboratively with the District on this meaningful project for the La Cañada High School community.

**HARRY R. DRAKE**, AIA CASp  
PRINCIPAL  
626.568.1428 ext 247  
hrdrake@ggarch.com





# 1. SCOPE AND METHODOLOGY



The Gonzalez Goodale Architects team has developed the following scope of work based on client confirmation and a site visit on June 15, 2018. We propose the following approach to Phase 1 Services.

## **METHODOLOGY - A PARTICIPATORY PROCESS**

We begin the process with open, effective communication of design solutions based on our clients' needs, building programs, and budget. In this section we outline our Client Team strategy, guiding principles method, and overall project management system that, when combined with strong process and design leadership, leads to quality built work, delivered on time and on budget. Moreover, we feel that our clients make budgeting and scheduling decisions based on these guiding principles and design solutions.

## **CLIENT TEAM**

As important as aquatic sports and connected athletics programs are to the high school and community, we will take a sensitive approach in balancing advocacies as they affect the campus and community as a whole. We recommend that you establish a Client Team to provide

decision-making leadership through the scoping, programming and and conceptual planning stages of Phase 1. We have successfully worked with Client Teams on hundreds of past projects over 38 years and have found this participatory team approach to be a tremendous asset in facilitating client, regulatory, and community input review processes.

We further recommend an initial workshop with your Client Team to formulate project guiding principles and establish program goals and parameters. These guiding principles and program parameters will be used to evaluate the success of the design in subsequent design review meetings.

By understanding your goals before design begins, we propose to eliminate the "moving" target that occurs when values and goals are not communicated, understood, and agreed upon among Client Team Members.

Listening and working closely with the Client Team, we will confirm the proposed building program and overall financial budget considerations.





**PHASE 1 - SCOPE DEVELOPMENT - 8 WEEKS (2 MOS)**

As requested by the District and Program Management, we have developed a scope of work for the preliminary investigation phase. Through Site Investigation, Scope Development, Programming, and Conceptual Site Planning, we will deliver an actionable report to the project management and school board which will define the next steps of Design & Implementation.

In this investigation, we propose our team study and weigh options surrounding the new pool. These options include the possibility of expanding the existing pool facilities, the need for additional and/or upgraded locker room facilities, the effects of reorganizing joint-use baseball fields, and minimizing operational effects on campus.

*We have developed a lump sum fee for these services in Section 5.*

**TASKS**

- Client Team Kick-Off Meeting To Define The Purpose, Function And Scope Of The Project (1)
- Client Team Meeting Re: Programming And Needs Assessment (1)  
Client Team Meetings Re: Conceptual Site Planning (2)
- School Board Presentation (1)
- Review And Confirm Project Scope Against Program Needs
- Perform Site Assessment And Develop Field Investigation Report
- Develop Conceptual Site Plan Options (3)
- Develop Preliminary Scope of Work, Rough Order of Magnitude Construction Cost Estimates, And Project Schedule

This report will serve to not only inform the following phase, but confirm if the initial project needs, budget, and schedule are on target.



LA SALLE HIGH SCHOOL  
CITY APPROVED CAMPUS MASTER PLAN:  
NEW AQUATICS CENTER DESIGN  
COMMUNITY ENGAGEMENT

PHASE 1 IMPLEMENTATION:  
LOCKER ROOM RENOVATION

GONZALEZ GOODALE ARCHITECTS

**PHASE 2 - DESIGN & IMPLEMENTATION - 96 WEEKS (24 MOS)**

Given the numerous scope elements that have yet to be clearly defined, including the potential to construct a larger 50 meter pool, and the likely inclusion of locker room renovations and adjacent site improvements that will vary based upon the to-be-determined pool location, we believe that only upon completion of Phase 1 Scope Development efforts will the project team be able to develop a clearly defined, A/E fee proposal that accurately reflects the level of effort required to deliver the project scope.



## 2. KEY PERSONNEL



**Harry R. Drake, AIA, CASp**  
Principal in Charge

### EDUCATION

California Polytechnic State University, San Luis Obispo, CA  
Bachelor of Architecture

### REGISTRATION

State of California, Architectural Registration C14869

State of California, Certified Access Specialist (CASp) 401

### PROFESSIONAL AND CIVIC ORGANIZATIONS

President, Pasadena-Foothill Chapter American Institute of Architects (AIA)

Associate Design-Build Institute of America (DBIA) Professional

A member of the Gonzalez Goodale team since 2002, Harry Drake is a seasoned Project Manager who brings 30 years of educational architectural experience to your project. Harry's wide-ranging experience with a myriad of building types allows for a flexible and sure-handed approach to the implementation of the most appropriate client-centered project solutions.

Harry is a certified access specialist (CASp) and provides accessibility quality assurance for masterplans, construction documents, and post-occupancy reviews.

### RELEVANT PROJECT EXPERIENCE

#### **Westside Family YMCA**

New Facility On LAUSD's University High School Campus with Competition Aquatic Center

#### **La Salle High School**

Master Plan, Aquatic Complex, Performing Arts Facilities, And New Gymnasium (Design-Build)

#### **San Diego Unified School District:**

Innovations Academy Charter School  
Joint-Use Community Athletic Field Master Plans

#### **Los Angeles Unified School District:**

International Studies Learning Center (Design-Build)  
Glassell Park Early Education Center  
Robert F. Kennedy Community Schools (Former Ambassador Hotel Site)/Conceptual Design Studies/EIR/Master Plan  
HVAC Renovations (5 Campuses)  
Solano Elementary Expansion  
Huntington Park High School Site Analysis  
Huntington Park High School Comprehensive Modernization  
Roosevelt High School

Comprehensive Modernization  
Design-Build Competition  
West Hollywood Elementary HVAC Renovation  
Franklin Ave Elementary Portable Classroom Replacement

#### **Saugus Union School District**

Campus Expansion Master Plans  
Classroom Building Expansions

#### **El Monte Union High School District:**

Modernization Of Arroyo HS  
Modernization Of Mt. View HS  
Modernization Of Rosemead HS  
Modernization Of El Monte HS

#### **Somis Union School District:**

New K-8 Campus Master Plan And Design++

#### **El Monte City School District:**

Modernization And Expansion Of 10 Elementary Schools





**Dennis B. Smith, AIA**  
Senior Project Manager  
Project Architect

**EDUCATION**

Pratt Institute, Brooklyn, NY  
Bachelor of Architecture

**REGISTRATION**

CA C31506

**PROFESSIONAL AND CIVIC ORGANIZATIONS**

Member, American Institute of Architects, Pasadena Foothill Chapter

With over 20 years experience, Dennis leads on a wide variety of projects for the Firm including institutional and educational clients. He specializes in putting buildings together and develops creative solutions to technical and design detail conditions. Dennis brings extensive knowledge of materials, building technologies and construction processes, and manages the cost of construction from concept to project completion.

Dennis' skills and focus on positive client communication, diligent oversight and coordination of construction document production processes, and project-centered technical solutions ensure a successful, efficient project development.

**SELECTED EXPERIENCE**

**Westside Family YMCA**

New Facility On LAUSD's University High School Campus with Competition Aquatic Center

**La Salle High School**

Master Plan, Aquatic Complex, Performing Arts Facilities, And New Gymnasium

**San Diego Unified School District:**

Innovations Academy Charter School  
Joint-Use Community Athletic Field  
Master Plans

**Los Angeles Unified School District**

Franklin Ave Elementary School  
Portable Replacement

**El Monte Union High School District**

Rosemead High School  
Modernization and Growth

Arroyo High School Modernization and Growth

Mt. View High School  
Modernization and Growth

**Santa Ana Unified School District**

Lathrop Intermediate School  
Modernization

**Caltech**

Millikan Library Adaptive Reuse  
Hameetman Student Center





**Jake Martinez**  
Senior Project Designer

**EDUCATION**

University of Southern California  
Bachelors of Architecture

**PROFESSIONAL AND CIVIC ORGANIZATIONS**

ACE Mentoring Program  
Construction LA Lead  
Pasadena Habitat For Humanity  
Midnight Mission of Los Angeles  
Heal the Bay

Specializing in holistic environmental design and expression of public spaces, Jake brings 15 years of design leadership to our team. Jake holds a strong planning and design vocabulary through extensive development of both luxury and civically-minded settings. Jake’s background covers all aspects of the design process from feasibility studies, programming, existing conditions reports and master planning to architectural design, construction documents and coordination with sub-consultants and engineers.

His strong conceptual design skills coupled with his empathetic communication style is an asset to building consensus in community-based, public, and multi-stakeholder projects.

**SELECTED EXPERIENCE**

**City of La Canada Flintridge**  
Adaptive Re-use City Hall

**Los Angeles Unified School District**  
Elizabeth Learning Center  
Preliminary Site Analysis  
Huntington Park High School  
Comprehensive Modernization  
Franklin Ave Elementary School  
Modernization

**Caltech**  
Hameetman Student Center

**City of Covina**  
New Senior Center (Design-Build)

**City of Santa Clarita**  
Canyon Country Community  
Center and 6 acre Park

**LA Family Housing**  
Sylmar Terrace Supportive  
Veterans Housing

**Paseo Colorado**  
Mixed-Use Revitalization, New 7  
Story Commercial Retail/Hotel/  
Condo Development Over Existing  
Parking Structure

**One-Colorado Shopcore**  
Union Street Retail Adaptive  
Re-Use Revitalization

**EXPERIENCE PRIOR TO  
GONZALEZ GOODALE  
ARCHITECTS**

**Fred Roberts Recreation Center**

**Downey Recreation Center**



**Natalie Park**  
Project Captain

Natalie is a Project Captain with over 10 years experience in design implementation and construction document coordination. Natalie is focused on mostly construction document phases, providing assistance with computer 3d modeling, code research, area take-offs, specifications research, and written documentation. Natalie also brings specific experience in the production and coordination of construction documents, agency and permitting processes, entitlement, and construction administration. Her focus on detailing of complex building systems ensures not only a high functional structure but a successful, efficient project development.

Natlle's dedication to sustainable design and high performance facilities has helped continue the efforts to certify a number of projects to LEED status.

Natlle is also a proud Graduate of La Cañada High School.

#### EDUCATION

Pratt Institute, Brooklyn, NY  
Bachelor of Architecture

#### SELECTED EXPERIENCE

##### **Westside Family YMCA**

New Facility On LAUSD's  
University High School Campus  
with Competition Aquatic Center

##### **La Salle High School**

Master Plan, Aquatic Complex,  
Performing Arts Facilities, And  
New Gymnasium

##### **El Monte Union High School District**

Rosemead High School  
Modernization and Growth  
Arroyo High School Modernization  
and Growth  
Mt. View High School  
Modernization and Growth

##### **Los Angeles Unified School District:**

International Studies Learning  
Center (Design-Build)  
Glassell Park Early Education Center  
Robert F. Kennedy Community  
Schools (Former Ambassador Hotel  
Site)/Conceptual Design Studies/  
EIR/Master Plan



## 3. SUB-CONSULTANTS



YMCA/LOS ANGELES UNIFIED SCHOOL DISTRICT  
WESTSIDE FAMILY YMCA JOINT-USE AQUATIC AND ATHLETICS FACILITY  
GONZALEZ GOODALE ARCHITECTS  
W/ AQUATIC DESIGN GROUP

### **POOL DESIGN**

Aquatic Design Group  
2226 Faraday Ave # 1  
Carlsbad, CA 92008

### **STRUCTURAL AND CIVIL ENGINEERING**

KPFF Consulting Engineers  
700 S Flower St #2100  
Los Angeles, CA 90017

### **MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING**

Budlong & Associates  
315 Arden Ave # 23  
Glendale, CA 91203

### **COST ESTIMATION**

Yuang Tai, Inc.  
650 W. Duarte Rd. Suite 201  
Arcadia, CA 91007



# GREG CANNON

## AQUATICS PROJECT MANAGER

### EDUCATION

Bachelor of Arts, Business  
Administration, Major in Production  
Management, California State  
University Fullerton, 1989

### INDUSTRY LEADERSHIP EDUCATIONAL SESSIONS PRESENTED AT NATIONAL CONFERENCES

Various Years, Coalition for Adequate  
School Housing, California Parks  
& Recreation Society, and National  
Intramural Recreational Sports  
Association "Green Pool Systems"  
and "Renovation vs. Replacement"

### PROFESSIONAL AFFILIATIONS

Coalition for Adequate School  
Housing

California Parks & Recreation Society

AQUATICDESIGNGROUP.COM



Greg Cannon brings a strong background in mechanical systems and hydraulics to all his projects. He has a number of professional technical certifications that help reinforce his knowledge and expertise in aquatic facilities. In addition, Greg's 15 years of project management experience, attention to technical detail and quality control are highly valued in all Aquatic Design Group projects in which he is involved.

He oversees the production of design documents and is responsible for the progressive refinement of the aquatic design aspects of the project through each phase. Greg works closely with the client to make sure proper coordination remains seamless throughout the entire project. He also manages the construction observation phase to help make sure each project is completed on-budget and on-time.

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### PROJECT EXPERIENCE

La Puente High School Aquatic Center, La Puente, CA

Blair High School Aquatic Center, Pasadena, CA

Beverly Hills High School, Beverly Hills, CA

Santa Margarita Catholic High School Competition Pool (50M x 25Y),  
Santa Margarita, CA\*

Woodbridge High School Competition Pool (50M x 25Y), Irvine, CA\*

Cabrillo High School Pool (40M x 25Y), Long Beach, CA\*

Beaumont High School Pool (33M x 25Y), Beaumont, CA\*

Valley High School Competition Pool (50M x 25Y), Santa Ana, CA\*

Seegerstrom High School Competition Pool (50M x 25Y), Santa Ana, CA\*

Los Angeles Unified School District, Various Pools (25M x 25Y), Los  
Angeles, CA\*

San Juan Hills High School Competition Pool, San Juan Capistrano, CA\*

Glendale Unified School District, College View School, 850SF

Therapy Pool, Glendale, CA\*

The Wave @ Emerald Glen, Dublin, CA

Pawley Pool, Indio, CA

Rancho Cienega Sports Complex Aquatic Center, Los Angeles, CA

Duarte Swimming Pool Renovation, Duarte, CA

Ohlone College 50-Meter Competition Pool, Fremont, CA

Gonzales Community Pool Renovation, Gonzales, CA

\* Project undertaken while associated with another firm.





**Gary Duncan, S.E. (S4812)**

**Associate / Project Manager / Structural Engineering**

Gary Duncan is an Associate with the Structural Division of the Los Angeles office of KPFF. In his 20 years of experience, Gary has taken pride in meeting the challenge of bringing initial design concepts and visions to physical reality through close collaboration with clients, coworkers, and contractors. Gary enjoys creatively solving complicated design challenges by leveraging his technical expertise and wide breadth of experience that spans across many project types, construction materials, and project markets.



**Romany Residence Main Residence, Guest House, Pool / Pool House, Pacific Palisades, CA**

**Rancho Campana High School and Performing Arts Center, Camarillo, CA**

**Los Angeles High School #12 New Campus, Los Angeles, CA**

**9<sup>th</sup> Street Span School New Campus, Los Angeles, CA**

**PUSD Marshall Fundamental Facility Assessments, Pasadena, CA**

**North Park High School Food Services, Baldwin Park, CA**

**North Park High School Industrial Arts, Baldwin Park, CA**

**North Park Continuation High School Screen Wall / Stair, Baldwin Park, CA**

**WSHUSD Canyon High School Column Repairs, Santa Clarita, CA**

**PUSD Altadena Elementary School Facility Assessment, Altadena, CA**

**#18, Dolores Huerta Elementary School New Campus, Los Angeles, CA**

**Rio School District STEAM K-8, Oxnard, CA**

**WSHUSD Facility Assessments, Various Campuses, Santa Clarita, CA**

**Monroe Elementary School ADA Ramp & Canopy, Monrovia, CA**

**PUSD Altadena Elementary School Facility Assessments, Pasadena, CA**

**Taft High School MPR Building Constructability Review, Woodland Hills, CA**

**PUSD Willard Elementary School Facility Assessments, Pasadena, CA**

**SVUSD Facility Assessments, Various Campuses, Simi Valley, CA**

**William S. Hart High School Modular Classroom, DSA Plan Review, Newhall, CA**

**Panama Elementary School, DSA Plan Review, Bakersfield, CA**

**Kern High School ROC Center Auto Shop - DSA Plan Review, Bakersfield, CA**

**Kern High School ROC Center Culinary Classroom Addition - DSA Plan Review, Bakersfield, CA**

**Education**

University of California, Los Angeles  
M.S. Structural/Earthquake  
Engineering - 1998

B.S. Civil & Environmental  
Engineering - 1997

**Registration**

Structural Engineer – California -  
2005

Professional Engineer – California -  
2001

Certified DSA Plan Reviewer

**Professional Affiliations**

The Structural Engineers Association  
of California

American Institute of Steel  
Construction



## **Ishwar Dhungana, PE (C77744), LEED AP, QSD/QSP**

**Associate / Project Manager / Civil Engineering**

As an Associate and Project Manager with the Los Angeles office of KPFF, Mr. Dhungana is responsible for client contact, establishment of fees and schedules, supervision of engineering and drafting personnel, project design and production, overall project coordination and construction administration. Mr. Dhungana has 18 years of experience as a civil engineer and 10 years working at KPFF.

Mr. Dhungana has experience in all aspects of project management and civil engineering design and specializes in grading, utility design, hydrology studies, stormwater management and the NPDES Construction General Permit.

Listed below are representative projects for which Mr. Dhungana has been responsible:

- Crossroad School for Art and Science, Santa Monica, CA**
- Maimonides Academy, Los Angeles, CA**
- Viewpoint School Phase II, Calabasas, CA**
- Altadena Elementary School, Altadena, CA**
- Willard Elementary School, Pasadena, CA**
- Marshal Fundamental School, Pasadena, CA**
- USC Glorja Kauffman Building, Los Angeles, CA**
- Emerson College, Los Angeles, CA**
- Cal Poly Pomona Administration Replacement Building, Pomona, CA**
- UCLA Terasaki Life Sciences Building, Los Angeles, CA**
- USC Bridge Hall, Los Angeles, CA**
- USC Laventhal School of Accounting, Los Angeles, CA**
- UCLA Basketball Practice Facility, Los Angeles, CA**
- UCLA Graduate School of Arts, Culver City, CA**
- Mt. Saint Mary's Doheny Campus Site Improvements, Los Angeles, CA**
- El Dorado Park Bridge Replacement & Trail Improvements, Long Beach, CA**
- Miraloma Park and Community Center, Anaheim, CA**
- CSU Fullerton Student Housing Phase III, Fullerton, CA**
- Grand Avenue Parcel M, Los Angeles, CA**



### **Education**

California State University Fullerton  
MS, Civil Engineering

### **Registration**

Professional Engineer: CA (C77744)  
Qualified SWPPP Developer (QSD):  
20300  
LEED AP

### **Professional Affiliations**

American Society of Civil Engineers  
US Green Building Council  
California Storm water Quality  
Association (CASQA)



**Chris Slaman**

Senior Mechanical Designer

Chris has over 35 years' experience in mechanical engineering including HVAC, plumbing, heat recovery and Title 24.

He has designed mechanical systems and managed many projects for a variety of different facilities throughout California including public works, new schools, laboratories, gymnasiums, residential and renovations to existing facilities.

His typical responsibilities include Engineering, design, Energy calculations including the drawings for mechanical engineering projects.



**Education:**

Cal State LA, Los Angeles, CA 1985  
UCLA Extension for HVAC/Plumbing Design 2000

**Years of Experience:**

35 Years

**Key Project Information:**

**McCourt Residence Indoor Pool ventilation**  
Malibu, CA

**City of Irwindale – Pool Chemical Storage**  
Irwindale, CA

**Plotkin Pool house Dehumidification**  
City, STATE

**LAUSD - Frost MS**  
**Seismic Upgrade for Main Gym and ADA**  
**Restroom Upgrades**  
Granada Hills, CA

**LAUSD - Burton ES**  
**HVAC Upgrade**  
Panorama City, CA

**Rosemead School District - Shuey ES**  
Rosemead, CA

**Saugus School District**  
**Foster ES - Admin Restroom Remodel**  
Santa Clarita, CA

**Saugus School District**  
**(5) Campuses Modular Buildings**  
Saugus, CA

**Alhambra Unified School District (AUSD)**  
**Facilities Warehouse Offices**  
Alhambra, CA

**Vasquez HS Athletic Fields**  
**Acton-Agua Dulce Unified School District**  
**(AADUSD)**  
Acton, CA

**LACCD – Harbor College (LAHC) ADA Barrier**  
**Removal Project**  
Los Angeles, CA

**Kelly M. Schall**

Plumbing/Process Piping Designer

Kelly Schall heads up B&A’s Plumbing Design Department. He has led numerous projects from their inception through procurement and completion of construction. Adept at establishing a precise and complete scope of work, projects led by Mr. Schall invariably proceed smoothly through the various phases of design, cost estimation, segregation of costs, creation of project specifications, construction phase and ultimate project completion.

Talented in all aspects of plumbing design, Mr. Schall is especially noted for his detailed preparation of projects and his attention to all aspects of design.



**Education:**

A.A., Pierce College, California

**Years of Experience:**

35 Years

**Key Project Information:**

**Oasis Park Pool Enclosure**

Palmdale, CA

**Marie Kerr Park Pool Enclosure**

Palmdale, CA

**Ole Hanson Beach Club**

San Clemente, CA

**Holiday Inn Express – Pool**

Newport, CA

**North Valley YMCA - Pool Gas Piping**

Northridge, CA

**LACCD Pierce College - Boiler Emergency Repair**

Woodland Hills, CA

**City of Irwindale Pool Storage Chemicals**

Irwindale, CA

**LA City College (LACC) Boilers Replacement**

Los Angeles, CA

**California State University, Northridge**

Northridge, CA

**University of California Santa Barbara**

Santa Barbara, CA

**Pasadena City College**

Pasadena, CA

**LAUSD - Gage MS Health Clinic**

Huntington Park, CA

**LAUSD - Jordan HS Health Clinic**

Los Angeles, CA

**LAUSD - Washington Prep HS Health Clinic**

Los Angeles, CA

**LAUSD – Fremont HS Health Clinic**

Los Angeles, CA

**LAUSD – Carson SH Health Clinic**

Carson City, CA



**Felix Gomez**

MEP Project Manager  
Sr. Electrical Designer

Felix Gomez brings more than 25 years of electrical design experience to Budlong & Associates, Inc. Most recently, he served as the project manager for the \$200 million Del Amo Fashion Center renovation\*.

His extensive list of project experience includes education, healthcare, retail, commercial, industrial, institutional, theme parks, and miscellaneous outdoor projects.

Felix’s responsibilities include project management, planning, client relations, design of electrical power systems, lighting, fire protection, audio/visual, data/communication, equipment selection, and construction administration.



**Education:**

AS Computer Aided Drafting Technology

**Years of Experience:**

25+ years

**Key Project Information:**

**San Fernando Regional Pool**

San Fernando, CA

**City of Ventura Aquatic Center**

Ventura, CA

**Santa Barbara City College Pool**

Santa Barabara, CA

**Bacara Resort Pool**

Santa Barabara, CA

**City of Perris - Linear Park Lighting**

Perris, CA

**City of Inglewood - Emergency Generators at City Hall Assessment**

Inglewood, CA

**Millikan High School - Field Lighting Assessment Report (LBUSD)**

Long Beach, CA

**LACCD – Harbor College (LAHC)**

Los Angeles, CA

**Long Beach Uniffied School District (LBUSD) – Prisk ES**

Los Angeles, CA

**Long Beach Uniffied School District (LBUSD) – Cubberley K8**

Los Angeles, CA

**Inland Empire Utility Agency Solar Project**

Inland Empire, CA







## 5. PROPOSED FEES



LOS ANGELES UNIFIED SCHOOL DISTRICT  
RFK COMMUNITY SCHOOLS COMPETITION POOL  
GONZALEZ GOODALE ARCHITECTS  
W/ GREG CANNON OF AQUATIC DESIGN GROUP (THEN ROWLEY INTERNATIONAL)

### FEE SUMMARY

#### **PHASE 1 - SCOPE DEVELOPMENT**

PROPOSED LUMP SUM FEE: **\$115,355**

*See attached work plan broken down by task and discipline.*

#### **PHASE 2 - DESIGN & IMPLEMENTATION**

Given the numerous scope elements that have yet to be clearly defined, including the potential to construct a larger 50 meter pool, and the likely inclusion of locker room renovations and adjacent site improvements that will vary based upon the to-be-determined pool location, we believe that only upon completion of Phase 1 Scope Development efforts will the project team be able to develop a clearly defined, A/E fee proposal that accurately reflects the level of effort required to deliver the project scope.





# Exhibit C

## BILLING 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="\$270"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Project Manager"/>	<input type="text" value="\$200"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Architect"/>	<input type="text" value="\$180"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Project Designer"/>	<input type="text" value="\$170"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Captain"/>	<input type="text" value="\$150"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Architectural Designer 2"/>	<input type="text" value="\$120"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Administration"/>	<input type="text" value="\$80"/>	<input type="text"/>	<input type="text"/>

### REIMBURSABLE EXPENSES

% Markup (10% max.)	Estimated Amount
<input type="text" value="10%"/>	<input type="text" value="\$1000 Phase 1"/>

  
 -----  
 SIGNATURE

\*Architect will **propose** all-inclusive hourly fees for all services described in Section 3. Provide separate sheet for Subconsultants. All other services not included herein shall be negotiated as required.



# 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.

Gonzalez Goodale Architects

Harry R. Drake, AIA CASp

Company's Name

Authorized Representative Name

  
Signature

6/21/18  
Date

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.

Gonzalez Goodale Architects

Harry R. Drake, AIA CASp

---

Company's Name

Authorized Representative Name

 6/21/18

Principal

Signature

Date

Title

END OF DOCUMENT



# 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;

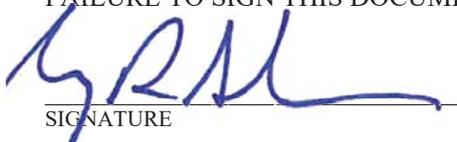
(2) The Architect has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(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

Harry R. Drake, AIA CASp  
PRINTED NAME

Principal  
TITLE

6/21/18  
DATE



GONZALEZ GOODALE **ARCHITECTS**

135 WEST GREEN STREET STE 200 PASADENA, CALIFORNIA 91105

EXHIBIT B (Not Used)

## EXHIBIT C (Hourly Rates)

# Exhibit C

## BILLING 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="\$270"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Project Manager"/>	<input type="text" value="\$200"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Architect"/>	<input type="text" value="\$180"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Project Designer"/>	<input type="text" value="\$170"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Architectural Designer 2"/>	<input type="text" value="\$120"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Administration"/>	<input type="text" value="\$80"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### REIMBURSABLE EXPENSES

% Markup (10% max.)  Estimated Amount

  
-----  
**SIGNATURE**

\*Architect will **propose** all-inclusive hourly fees for all services described in Section 3. Provide separate sheet for Subconsultants. All other services not included herein shall be negotiated as required.

# 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-In-Charge"/>	<input type="text" value="\$225.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Civil Engineer"/>	<input type="text" value="\$200.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Manager"/>	<input type="text" value="\$180.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Engineer"/>	<input type="text" value="\$150.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Design Engineer"/>	<input type="text" value="\$135.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Drafter/CAD Operator"/>	<input type="text" value="\$135.00"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



-----**07/16/18**-----  
**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

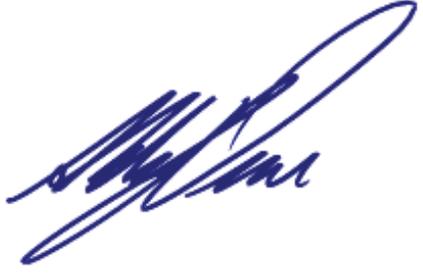
## HOURLY RATES\*

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-In-Charge"/>	<input type="text" value="\$225.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Senior Project Manager"/>	<input type="text" value="\$200.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Manager"/>	<input type="text" value="\$180.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Engineer"/>	<input type="text" value="\$150.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Design Engineer"/>	<input type="text" value="\$135.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Drafter"/>	<input type="text" value="\$165.00"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Drafter/CAD Operator"/>	<input type="text" value="\$135.00"/>	<input type="text"/>	<input type="text"/>



-----  
SIGNATURE 07/16/18

\*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="\$165"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>
<input type="text" value="Project Manager/Sr. Engineer/Sr. Designer"/>	<input type="text" value="\$155"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>
<input type="text" value="Designer"/>	<input type="text" value="\$140"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>
<input type="text" value="BIM/Revit"/>	<input type="text" value="\$105"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>
<input type="text" value="CAD"/>	<input type="text" value="\$90"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>
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<input type="text" value="Commissioning"/>	<input type="text" value="\$140"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

  
SIGNATURE

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# 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="\$195"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Architect / Engineer"/>	<input type="text" value="\$175"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Project Manager"/>	<input type="text" value="\$155"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Designer"/>	<input type="text" value="\$110"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Clerical"/>	<input type="text" value="\$60"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

  
 \_\_\_\_\_  
**SIGNATURE**

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

# ExhibitC

## HOURLY RATES\*

Firm Name

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

### BILLING RATES

Job Title	Hourly (if applicable)	Min. Daily (if applicable)	Max. Daily (if applicable)
<input type="text" value="PRINCIPAL COST ESTIMATOR"/>	<input type="text" value="\$130"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="CHIEF COST ESTIMATOR"/>	<input type="text" value="\$110"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="ESTIMATOR"/>	<input type="text" value="\$95"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



-----  
SIGNATURE

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