

SPECIFICATIONS FOR



RFQP No. 7200 - Architectural Services for Measure 'E' Bond-Funded Campus Planning for Highland High School

**Due Online:
Wednesday, July 1, 2026
before 2:00 p.m.**

**Receipt Method:
www.kernhigh.org
Go to "Resources"
Go to "BIDS, RFPs, RFQs"
Go to "Bid Opportunities"
Go to "RFQP No. 7200"
Go to "Place EBid" and
proceed accordingly**

***DVBE COMPLIANCE AND DEPARTMENT OF INDUSTRIAL
RELATIONS (DIR) PUBLIC WORKS COMPLIANCE MONITORING***

**KERN HIGH SCHOOL DISTRICT
Michael Zulfa, Ed.D., Superintendent**

**KERN HIGH SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQP)
NO. 7200:**

**ARCHITECTURAL SERVICES
for
MEASURE 'E' BOND-FUNDED CAMPUS PLANNING
FOR HIGHLAND HIGH SCHOOL**

The Kern High School District is seeking full architectural services for Master Planning of educational campus at Highland High School. The Project is located in the metropolitan area of Bakersfield, California.

**QUALIFICATION AND PROPOSAL DUE ONLINE:
WEDNESDAY, JULY 1, 2026, BY 2:00 P.M.**

RECEIPT METHOD:

www.kernhigh.org
Go to "Resources"
Go to "BIDS, RFPs, RFQs"
Go to "Bid Opportunities"
Go to "RFQP No. 7200"
Go to "Place EBid" and proceed accordingly

All inquiries concerning this RFQP should be directed in writing to:

Richard J. Ruiz, Director, Business Services
Kern High School District
5801 Sundale Avenue
Bakersfield, California 93309
Telephone: (661) 827-3122
Email: lisa_jacobs@kernhigh.org

I. GENERAL

The Kern High School District (hereinafter, "OWNER") is issuing this "Request for Qualifications and Proposals" (RFQP) from firms interested in providing architectural services for the following project:

MEASURE 'E' BOND-FUNDED CAMPUS PLANNING FOR HIGHLAND HIGH SCHOOL (hereinafter, "Project")

Firms interested in submitting a Response to this Request for Qualifications and Proposals (hereinafter, "RFQP") for this Project shall provide the OWNER with its business name, street address, and mailing address (if different from the street address) at the time it receives Qualifications for the Project. Any communications directed to either address given, and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the parties.

II. PROJECT DESCRIPTION

A. The District's Project will be as identified in Section C, below and further defined in Exhibit 'A'.

B. The governing code applicable to this Project is the current edition of the "California Building Code" (California Code of Regulations, Title 24, current approved edition). Other codes, regulations, and laws as determined to be required by any Authority Having Jurisdiction shall also apply.

C. **Project General Information**

1. The Project design and construction will further the goals and priorities of the OWNER. This Project is expected to provide a safe, secure, innovative, and technically appropriate campus for every student who attends.

NOTE: The Project will be submitted for possible state funding.

2. Budget: The awarded firm, with the assistance of the OWNER and selected construction manager, if applicable, will cooperatively further develop the Budget. The Budget will be established within general cost figures and guidelines as established under School Facilities Program and the Office of Public School Construction (OPSC). The OWNER has established preliminary budgets for each project for planning purposes.

3. Project Schedule:

a. The requested services shall be performed in a manner of timeliness for completion, plan check, acceptance, bidding, and completion of construction. Timelines for each project will be further developed.

b. It is anticipated that the services required under this RFQP shall extend from the time of award of a contract to the firm, through completion and final acceptance of the Project by the OWNER, and any warranty period, thereafter.

** Please note: If funding is not available, or environmental approvals are withheld or rejected, the Project will be postponed, delayed, or placed on hold until such funding and approvals become available.

c. The ARCHITECT will assist and work with the OWNER and, if applicable, the selected Construction Manager to develop

incremental project phasing to meet the OWNER's goals of schedule and budget.

III. SCOPE OF SERVICES

- A. The awarded firm (hereinafter, "ARCHITECT"), shall provide all required architectural services for the Project. The ARCHITECT shall provide those services with special emphasis on design efficiency, cost control, schedule control, document control, contractor compliance, and management of information. It shall be understood, here and elsewhere within this document as applicable, that the OWNER might utilize a Multi-Prime Construction Manager delivery method for this project. If this occurs, ARCHITECT agrees to work cooperatively with the Construction Manager to all extents possible. The services required include, without limitation, the following general categories:
1. Communication with OWNER/DISTRICT;
 2. Hiring and Supervision of consultants (**including any and all special consultants**) and personnel;
 3. ARCHITECT shall be proficient in, and ready, willing, and able to work on the latest and most current version of the **Bluebeam** and **ProCore** software (and as it may be updated from time to time), and shall maintain the training of all employees involved in the Project on the software;
 4. Assistance in the preparation of comprehensive educational specifications;
 5. Site plan, including Owner Furnished survey information such as topography and dimensional information. **It is the Architect's responsibility, along with the Architect's consultants, to verify all site conditions and/or building conditions, and any information given to him/her from the District or any of the District's representatives. The District will not be responsible for the accuracy of any information given to the Architect or his/her consultants;**
 6. Initial Planning Phase of Project;
 7. Schematic Plan Phase of Project;
 8. Design Development Phase of Project;
 9. Renderings:
 - a. Electronic copy of full site rendering for Owner to reproduce at own discretion.
 10. Construction Contract Documents;
 - a. Incorporate and evaluate Owner-Furnished Standard Outline Specifications into the project. Architect shall develop the project specifications as necessary;
 11. Cost Estimate at the completion of each phase prior to bidding;
 12. Bid Phase;
 13. Construction Administration Phase;
 14. Record Drawings (Post Construction Administration Phase) – Architect and Contractor Record Document and Drawing Requirements. The record drawings shall incorporate "As-Built" information and shall clearly identify that information with clouds. Incorporate the "As-Built" information on a separate "layer" on your computer drafting program.
 - a. Architect shall input all information noted above, that is related to all their scopes of work, in 3D/BIM/IFC format, into the record set of drawings and specifications. **Architect shall provide an allowance for the Architect's and his/her consultant's record**

drawings and include the allowance in the appropriate bid package (allowance no. 1). See Exhibit "A" also.

15. Project closeout services including, but not limited to, transition planning, preparation of final punch list and subsequent walk-through to confirm deficiencies have been corrected, and preparation of completion documents required by OPSC. This shall include services required during the warranty period;
16. Electronic formatting and media to match OWNER's requirements for submittal to and communication with DSA and OPSC;
17. Architect to provide digital PDF formatted drawings and specifications to the District, Facilities Planning, before the bid process phase;
18. Set of SP 3A drawings. The completed set of SP 3A's shall be in print (number required given by Owner) and on computer disk in a format required by the Owner. See sample in back of this form. Minimum of three (3) disk copies;
19. Coordination of Asbestos and Lead abatement with Owner's Consultant;
20. Coordination of Owner-Furnished Record Documents of all the previous project(s) on this campus.
21. Prepare and perform services pursuant to an estimated time schedule;
22. Maintain records of direct personnel and reimbursable expenses and other matters;
23. Develop a set of project-specific Educational Specifications with the OWNER's Assistance, based upon OWNER provided "general" Educational Specifications;
24. Develop a separate stand-alone set of Standard Specifications;
25. Cooperate and consult with OWNER in incorporating into the project the use, selection and establishment of standard OWNER-preferred items including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, the latest technology, roofing materials, and floor coverings;
26. Cooperate with OWNER'S DVBE compliance requirements and goals;
27. Data and Communication Design;
28. Civil Services;
29. Acoustical Services;
30. All other special consultants;
31. Provide mandatory weekly site visits;
 - A. Provide an allowance for the mandatory weekly site visits from the Architect and his/her consultants – per appropriate bid package (Allowance No. 2)
32. Architect shall schedule and attend a pre-approval meeting with DSA after the completion of the Design Development drawings
33. The Architect is responsible for acquiring all Division of the State Architect (DSA) approvals, and shall bear all costs associated with travel, to and from DSA, regardless of how many trips are necessary.

- B. The scope of services required is more fully defined in **EXHIBIT "A"**, the sample **"CONTRACT FOR ARCHITECTURAL SERVICES"**, attached hereto and incorporated herein by reference. The ARCHITECT will be required to execute this form of contract upon award of the RFQP for the Project.

IV. PROPOSAL CONTENT REQUIREMENTS: In order to evaluate the prospective firms' qualifications, submittals are requested to be prepared in the outlined format. Brevity and

clarity in all presentations are requested. For ease in review and to facilitate evaluation, the Qualifications submitted for this Project should be organized and presented in the order requested as follows:

- A. Cover page: Indicate the name of firm and Project title.
- B. Cover Letter of Interest. Provide a cover letter signed by your firm's principal that includes the firm's understanding of the work to be accomplished, and a brief general statement confirming your ability to complete the Project.
- C. Letter of Agreement. Provide a letter signed by your firm's principal that includes the firm's agreement to provide electronic files.
- D. Organizational Information: Provide specific identification and organizational information concerning your firm in this section. If the Qualifications submitted hereunder represent two or more firms, i.e., in a joint venture, partnership, etc., please provide specific information concerning the working relationship(s) between the parties and/or entities, (i.e., prime contractor/subcontractors must be provided).
- E. Qualification and Experience: Provide specific information concerning your firm's experience in planning and designing a high school campus. If required by the OWNER, submit full and complete responses to the Qualifications Questionnaire attached as **Exhibit "C"**. Provide a list of similar projects your firm has completed within the past five years, along with the following information for the project:
 - 1. Type of project;
 - 2. Describe the services performed by your firm;
 - 3. Location of client and facility;
 - 4. The original and final construction budgets;
 - 5. Start and completion dates for construction, both projected and actual;
 - 6. Contact name and phone numbers for client on each project.
 - 7. Summarize change order history of previous projects for your firm. Summary shall indicate the percentage of change orders to the original construction cost.
 - 8. Provide a summary of the original schedule and as-delivered schedule for your firm's architectural services of your previous three (3) high school projects
- F. Consulting Team: The composition of the team proposed to accomplish this Project is of critical importance. The following team information should be provided in this section:
 - 1. Name and location of offices where the project is to be performed.
 - 2. Total personnel by discipline of the team or teams.
 - 3. A table of organization for Architectural team which identifies:
 - a. Principal-in-Charge/state amount of time devoted to the project.
 - b. Project Architect/state amount of time devoted to the project.
 - c. Engineers.
 - d. Estimator.
 - e. Other key personnel.
 - 4. Resumes for project principals, reflecting their experience in high school facility planning and design.

5. List consultant firms you plan to use for this Project and their respective levels of experience in high school facility planning and design.
 6. Construction scheduler
- G. **Project Approach and Work Schedule:** Provide a description of the methodology developed to perform all required services, with a schedule containing specific milestones and dates of completion that will be used to set time schedules. Also identify the extent of OWNER personnel involvement, including key decision points at each stage of the Project.
- H. **Cost Estimating for the Project:** Define the firm's cost estimating procedures and state whether an outside cost estimating consulting firm will be utilized or if estimating will be done "in house".
- I. **Fee Proposal:** The OWNER intends to utilize the OPSC New Construction Fee Schedule for determination of the architectural fee for the performance of all tasks delineated in this RFQP. The OWNER intends to select the architectural firm based upon experience and qualifications that align with the project requirements. Provide the hourly rates for staffing positions for additional services. OWNER intends to review the fee information and use it as part of the selection process to determine the firm best suited to meet the needs and purposes of the OWNER.
1. Provide the required fee information assuming the OWNER will utilize Multiple Prime Construction Management on this Project.
 2. The fee for the Project will be percentage-based, using the estimated Project construction cost determined jointly by ARCHITECT and Construction Manager, and accepted by the OWNER, at the end of the Design Development phase. Increases in the ARCHITECT's fee will be allowed only when the scope of the Project has been changed and approved by OWNER, including unforeseen agency and governmental fees not in the control of the OWNER. No increase in ARCHITECT's fee will be allowed due to cost increases at Bid phase. ARCHITECT's fee will not increase due to any change orders caused by ARCHITECT or their consultants.
- J. **Insurance Requirements:** The ARCHITECT shall furnish to the OWNER, prior to the commencement of work, an underwriter's certificate of insurance reflecting not less than the following limits:
1. \$1 Million per occurrence for Workers' Compensation; and
 2. \$1 Million per occurrence for Comprehensive General Liability, and \$2 Million aggregate; and
 3. \$1 Million per occurrence for Automobile Liability; and
 4. \$1 Million per occurrence for Errors and Omissions insurance.
- All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an A-, V rating. The OWNER, its officers, agents and employees shall be named as additional insured on the General Liability policy. Any deviations from the requisite policy amounts and ratings must be approved by the OWNER.
- K. **Exhibit "C":** Qualification Questionnaire. All individuals or firms must complete and include this form in its Qualifications, or its Qualifications may be found non-

responsive.

- L. **Exhibit “D”:** Non-Collusion Affidavit: All individuals or firms must complete and include this form in its Qualifications, or its Qualifications may be found non-responsive.
- M. **Exhibit “E”:** SAB Forms (DVBE Program), as applicable, are to be completed and submitted with the Qualifications, or its Qualifications may be found non-responsive.

V. PROPOSAL SUBMITTAL PROCESS

- A. Requests for debriefings will not be considered.
- B. OWNER will not provide submittal information by either FAX, express, or overnight mail service.
- C. All Qualifications shall be received by the OWNER online on or before the date and time stated on the face sheet of this RFQP. No oral, telegraphic, telephonic or facsimile Qualifications will be considered.
- D. The submission of Qualifications shall be accepted and considered by the OWNER as an indication that the firm has satisfactorily investigated and understands and agrees to all conditions set forth herein, and/or to be encountered, including the character, quality and scope of work to be performed, and the requirements of the OWNER.
- E. Any communications directed to the address so provided, or to the address listed on such sealed envelope, once submitted and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the firm.
- F. Addenda issued by the OWNER interpreting or changing any of the terms or items of this RFQP and all modifications thereof shall be responded to and incorporated with the Qualifications. The party and/or firm shall sign and date the Addenda Cover Sheet(s) and submit with its Qualifications at the time of opening.
- G. All Qualifications received by the OWNER will be considered a “Public Record” as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent that the individual or firm designates specifically that any and all “trade secrets” or other proprietary material is and should remain confidential. Any documentation that is a bona-fide trade secret must be provided to the OWNER in a separate envelope or binder and must be clearly marked as a trade secret. The OWNER will endeavor to restrict distribution of material and analysis of the Qualifications. OWNER hereby cautions the firm and/or party submitted Qualifications hereunder that contain materials designated as trade secrets may nevertheless be subject to disclosure and the OWNER shall in no way be liable or responsible for any such disclosure. Notwithstanding the foregoing, OWNER does not wish to receive material designated as trade secrets and requests that you not supply trade secrets unless absolutely necessary. Qualifications, and any other supporting materials submitted to the OWNER in response to this RFQP, will not be returned and will become the property of the OWNER unless portions of the materials submitted are specifically designated as proprietary at the time of submittal, and are specifically requested to be returned.

VI. SELECTION PROCESS AND CRITERIA

- A. The selection process is designed to ensure that the ARCHITECT'S services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed, and at fair and reasonable prices for the OWNER.
- B. All Qualifications received by the specified deadline will be reviewed by the OWNER in response to this RFQP for content, fee, related experience and professional qualifications of firm and consultants. The final approval and acceptance of such Qualifications will be made by the Kern High School District Board of Trustees. Except as otherwise specified above and all other things being equal, local (within Kern County) firms and consultants are preferred over non-local firms and consultants. Of all joint venture submissions, only local consultants in prime position will be acceptable and reviewed. The OWNER reserves the right to reject any and all Qualifications received by OWNER hereunder and to waive informalities and minor irregularities which may be contained in any Qualifications received. The OWNER reserves the right to select, in its sole judgment, the ARCHITECT that best meets the needs of the OWNER.
- C. All Qualifications received in response to this RFQP will be subjectively evaluated on the following criteria:
 - 1. Professional experience of the firm in relation to the work to be performed;
 - 2. Professional experience of the principals to be assigned to the Project;
 - 3. Experience and training of key personnel;
 - 4. Demonstrated ability to prepare accurate estimates and to design projects within a stipulated budget;
 - 5. Nature and quality of recently completed work, especially if a re-use of plans is proposed;
 - 6. Reliability, continuity and location of the firm and sub-consultants;
 - 7. Availability of the proposed team members;
 - 8. Previous references relative to projects of similar size and function;
 - 9. Display of understanding of the Project scope and requirements;
 - 10. Knowledge of applicable federal, state and local codes;
 - 11. Familiarity in compliance with disabled veteran business enterprise requirements;
 - 12. Fee Proposals; and
 - 13. Any other consideration deemed relevant.
- D. At the election of the OWNER, a short-list of the top firms may be generated, and the OWNER may invite the short-listed respondents to make an oral presentation to the evaluation committee before submitting its recommendation to OWNER'S Board of Trustees for reaching a final selection. After review of the Qualifications, and receipt of presentations, if elected by the OWNER, the firm deemed to best meet the needs of the OWNER will be contacted.
 - 1. For the purpose of an interview, Architects are to provide a list of equipment needed for their presentation (i.e. easels, laptops, projectors). These materials shall be set up within the 15-minute break between scheduled interviews.
 - 2. The OWNER reserves the right to limit the equipment list for the presentations. The OWNER will provide three easels: 1 easel with easel pad; and laptop with Microsoft Office with current software; computer

projector; and projector screen. An OWNER technician will be available. Any questions regarding equipment are to be directed to Lisa Jacobs, Contracts Coordinator, at lisa_jacobs@kernhigh.org.

3. If an oral presentation is requested by the OWNER, interviews will be scheduled by OWNER and notifications issued.
4. If required, anticipated interviews may be scheduled on July 16, 2026.

- E. Upon final selection, the individual or firm awarded the contract will be required to execute a Contract for Architectural Services, in the form of the agreement attached to this Request for Qualifications as EXHIBIT "A".

VII. CONDITIONS TO AWARD

- A. The OWNER reserves the right to delay the selection process, withdraw the RFQP, and/or cancel the Project(s).
- B. In instances where more than a single Project is identified, selection of a firm by the OWNER does not mandate the OWNER's use of the firm for each of the enumerated Projects. OWNER reserves the right to select a different firm.
- C. This solicitation does not commit the OWNER to pay any costs in the preparation or presentation of Qualifications.

VIII. PROHIBITED ACTIVITY

- A. No firm or its respective officers, agents, employees, or representatives, submitting Qualifications in response to this RFQP, shall make any personal contacts with any member of the District's Board of Trustees prior to selection and award of a contract for this work.
- B. Conflict of Interest: All interested parties submitting Qualifications in response to this RFQP shall have read, and shall be aware of, and comply with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of the OWNER or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Agreement or the proceeds thereof.

IX. QUESTIONS

- A. Any questions or clarifications concerning this RFQP, or requests to review plans and specifications, if applicable, for the Project, should be submitted to:

Richard J. Ruiz, Director, Business Services
Kern High School District
5801 Sundale Avenue
Bakersfield, CA 93309
(661) 827-3122 and (661) 827-3309 FAX
Email: lisa_jacobs@kernhigh.org

- B. Questions received less than seven (7) days prior to RFQP submittal date and time shall receive no response.

X. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS:

- A. State law and regulations adopted by the State Allocation Board (SAB) require that State-funded contracts have participation goals of 3% for Disabled Veteran Business Enterprises as defined in Public Contract code section 10115.1.
- B. To be considered, an architectural firm is required to meet the participation goals or make a good faith effort to meet the DVBE participation goals as outlined in the regulations. In awarding the contract, the OWNER shall consider the firm's compliance with SAB statutes and regulations related to DVBE participation.
- C. Attached as **Exhibit "D"** is the Standard DVBE Forms. If you have any questions, please contact the Kern High School District Business Services at (661) 827-3122 to obtain a copy of the regulations, procedures, requirements, and forms regarding DVBE requirements. To be given any consideration, a firm must meet and document that it has met the participation goals or made a good faith effort to do so at the time their Qualifications are submitted to the OWNER by submitting the properly completed DVBE forms (provided herewith) with its Qualifications. The architectural firm must certify, under penalty of perjury, that all representations made regarding DVBE are true.
- D. The State Allocation Board (SAB) has implemented regulations that require all contracts to have statewide participation goals of not less than 3 percent for Disabled Veteran Business Enterprises or meeting the test of the Good Faith Effort.
- E. **APPLICABLE CONTRACTS THAT FAIL TO COMPLY WITH THE PROVISIONS OF THESE REGULATIONS WILL BE DISALLOWED AND MUST BE EITHER REBID OR FUNDED SEPARATELY BY THE DISTRICT AS AN INELIGIBLE ITEM.**
 - 1. Regulatory provisions:
 - a. All regulatory provisions relating to this article are found in Title 2, California Code of Regulations, Sections 1865.12.5 through 1865.20. All terms and references contained within those regulatory Sections are incorporated herein by reference into this Article and shall apply to all contracts let pursuant to Education Code Section 17076.1.
 - b. Assembly Bill 1933
 - 2. Excerpts from SAB regulation Subchapter 4, Subgroup 8.5 (Article 2.5), 11 (Article 2). Refer to the pages entitled "Supplemental Conditions".
 - 3. SAB forms (DVBE): The attached forms, as applicable, are to be completed and submitted with the Qualifications.

Kern High School District
As Agent for the State Allocation Board

Kenneth R. Seals, Ed.D
Assistant Superintendent, Business

EXHIBIT "A"
to Request for Qualifications and Proposals (RFQP) No. 7200
KERN HIGH SCHOOL DISTRICT

CONTRACT FOR ARCHITECTURAL SERVICES

SAMPLE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2026, between the KERN HIGH SCHOOL DISTRICT, of the County of Kern, Bakersfield, California, (hereinafter referred to as the "OWNER") and _____, (hereinafter referred to as the "ARCHITECT").

OWNER intends to construct the Project as follows:

The parties agree that the Project is intended to include, but not be limited to:

- A. Project Description
The projects and the scope of work identified herein are conceptual and subject to change at the discretion of the Kern High School District. Interviews may result in the selection of a single, multiple, or no firms.
- B. Football Stadium Entry and Corner Enhancement
Design to include the removal of a water tank and associated equipment; construct new storm water retention basin; develop new public entry to football stadium, including ticketing, concessions, plaza, fencing, and gates. Construct new landscaped corner at southeast corner of campus public way.
- C. New Field House
Design of a new Field House, to contain wrestling room, weight room, possible team room, outdoor covered area, restrooms, and support spaces. JV softball field to be relocated, new accessible path of travel to existing and new ball fields.
- D. New Classroom Building
Design of a new 2-story classroom building. The size is still to be determined but anticipate a 16-24 classroom building with covered exterior walkways, elevator, and support spaces.
- E. Existing Classroom Reconfiguration
The existing classroom buildings contain many classrooms that are undersized (<700 square feet). This work will include the development of concepts and strategies to increase the room sizes. District desire is to limit to the extent possible any changes that would demand structural system upgrades. Evaluation of upgrading the HVAC system will be a part of the analysis and possibly the design.

The services required include, without limitation, the following general categories:

- A. Communication with OWNER;

- B. Hiring and Supervision of consultants (including any and all special consultants) and personnel;
- C. ARCHITECT shall be proficient in, and ready, willing and able to work on, the latest and most current version of the **Bluebeam** and **ProCore** software (as it may be updated from time to time) and shall maintain the training of all employees involved in the Project on the software;
- D. Assistance in the preparation of educational specifications as might be required;
- E. Site plan, including Owner furnished survey information such as topography and dimensional information. **It is the Architect's responsibility, along with the Architect's consultants, to verify all site conditions and/or building conditions, and any information given to him/her from the District or any of the District's representatives. The District will not be responsible for the accuracy of any information given to the Architect or his/her consultants;**
- F. Initial Planning Phase of Project;
- G. Schematic Plan Phase of Project;
- H. Design Development Phase of Project;
- I. Construction Contract Documents;
 - 1. Incorporate Owner-Furnished Standard Specifications into the project, that must be used in their format and entirety. Architect may expand on the specifications as necessary;
- J. Cost Estimate at the completion of each phase prior to bidding;
- K. Bid Phase;
- L. Construction Administration Phase;
- M. Record Drawings (Post Construction Administration Phase) – Architect and Contractor Record Document and Drawing Requirements. The record drawings shall incorporate “As-Built” information and shall clearly identify that information with clouds. Incorporate the “As-Built” information on a separate “layer” on your computer drafting program.
 - 1. Requirements for Contractor(s) on a Construction Management project.
 - a. Contractor(s) to post all revisions (Addendums, Instruction Bulletins, and Change Order Directives) on a set of jobsite construction documents.
 - 1. Each type of document shall be in a different color.
 - 2. Notes on the construction documents shall be in color.
 - 2. For site-related work, Contractor(s) to indicate the following that are related to their scope of work:
 - a. Routing and location of all underground conduits and piping.
 - 1. The location of underground piping and conduits shall be dimensioned to a permanent element.
 - 2. The depth of all underground piping and conduits shall be noted.
 - b. Indicate the revised location of all above-ground improvements (if applicable).
 - 3. For floor plan-related work, Contractor(s) are to indicate the following that are related to their scope of work:
 - a. Routing and location of all concealed ductwork, conduits, piping, shut-off valves, access panels and controls.
 - b. Revised location of all above-ground equipment that is related to their scope of work (if applicable).
 - c. Contractor(s) to scan in color and create PDF of the complete set

- of posted plans related to their work.
 - d. Contractor(s) shall indicate in writing that the CA 2D CAD file(s) and PDF's of posted plans contain all revisions noted in item 1.01.A through 1.01.C.
 - e. In the event corrections are required, Architect shall communicate them to Construction Manager.
 - 4. Construction Manager and IOR shall confirm that plans have been posted up-to-date before each payment request.
 - 5. Contractor(s) that prepare shop drawings for review and approval shall submit the final approved shop drawing as part of the record document submittal.
 - a. Mechanical contractor(s) shall submit the final approved ductwork shop drawings.
 - b. Fire sprinkler contractor shall submit the final approved sprinkler shop drawings.
 - 6. Architect shall input all information noted above, that is related to all of their scopes of work, in 3D/BIM/IFC format, into the record set of drawings and specifications. **Architect shall provide an allowance for the Architect's and his/her consultant's record drawings and include the allowance in the appropriate bid package (allowance 1).** The format of all record sets of drawings shall be provided to the District as follows:
 - a. Architect shall provide the District with an acceptable digital version of:
 - 1. 3D/BIM/IFC file format, of the record set of drawings and specifications
 - 2. PDF file format, of the record set of drawings and specifications
 - 3. 3D/BIM/IFC file format, of the originally approved DSA drawings and specifications
 - 4. (PDF file format, of the originally approved DSA drawings and specifications.
 - b. Architect shall provide the District with an acceptable digital version of:
 - 1. 2D/DWG file format, of the record set of drawings and specifications
 - 2. PDF file format, of the record set of drawings and specifications
 - 3. 2D/DWG file format, of the originally approved DSA drawings and specifications.
 - 4. PDF file format, of the originally approved DSA drawings and specifications. The 2D/DWG drawings shall be in AutoCad version 2010 or newer or signed agreements from his/her consultants acknowledging and accepting the above referenced requirements in item 2.
 - c. Architect's Consultants, via the Architect, shall provide the District with an acceptable version of:
 - 1. 2D/DWG file format, of the record set of and specifications
 - 2. PDF format, of the record set of drawings and specifications)
 - 3. 2D/DWG file format, of the originally approved DSA drawings and specifications.
 - 4. PDF file format, of the originally approved DSA drawings and specifications. The 2D/DWG drawings shall be in

AutoCad version 2010 or newer or equivalent software.
Architect shall provide to owner signed agreements from his/her consultants acknowledging and accepting the above referenced requirements in item 3.

- d. Architect shall prepare a binder for construction directives as noted below. Two hard copies and one PDF file of the binder are required. This submittal shall have an index.
 - 1. Addendums (DSA approved)
 - 2. Request for Information – RFI's
 - 3. Instruction Bulletins – IB's
 - 4. Change Order Directives (DSA approved) – CCD's
 - 5. Change Orders that are not sent to DSA – CO's
 - 6. Architect's Supplemental Instructions - ASI
- N. Project closeout services including, but not limited to, transition planning, preparation of final punch list and subsequent walk-through to confirm deficiencies have been corrected, and preparation of completion documents required by OPSC. This shall include services required during the warranty period;
- O. Electronic formatting and media to match OWNER's requirements for submittal to and communication with DSA and OPSC;
- P. Architect to provide digital PDF formatted drawings and specifications to the District, Business Services, before the bid process phase;
- Q. Set of SP 3A drawings. The completed set of SP 3A's shall be in print (number required given by Owner) and on computer disk in a format required by the Owner. Minimum of three (3) disk copies; and;
- R. Coordination of Asbestos and Lead abatement with Owner's Consultant;
- S. Coordination of Owner-Furnished Record Documents of all the previous project(s) on this campus.
- T. Prepare and perform services pursuant to an estimated time schedule;
- U. Maintain records of direct personnel and reimbursable expense and other matters;
- V. Develop a set of site-specific Educational Specifications as necessary, with the OWNER's assistance;
- W. Develop a separate stand-alone set of Standard Specifications based on the OWNER's standard outline specifications;
- X. Cooperate and consult with OWNER in incorporating into the project the use, selection and establishment of standard OWNER-preferred items, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, the latest technology, roofing materials, and floor coverings;
- Y. Cooperate with OWNER'S DVBE compliance requirements and goals;
- Z. Data and Communication Design;
- AA. Civil Services;

- BB. Acoustical Services;
- CC. All other special consultants;
- DD. Provide mandatory weekly site visits
 - 1. Provide an allowance for the mandatory weekly site visitations from the Architect and his/her consultants – per appropriate bid package (Allowance No. 2)
- EE. Architect shall schedule and attend a pre-application meeting with DSA at a phase that is appropriate for the project(s).
- FF. The Architect is responsible for acquiring all Division of the State Architect (DSA) approvals, and shall bear all costs associated with travel, to and from DSA, regardless of how many trips are necessary.

ARCHITECT represents that ARCHITECT is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if ARCHITECT is a corporation or other organization, the Project ARCHITECT specified in and pursuant to Article 1, and not ARCHITECT itself, is fully licensed to practice as an architect in the State of California).

ACCORDINGLY, OWNER AND ARCHITECT agree as follows:

ARTICLE 1. EMPLOYMENT OF ARCHITECT

OWNER employs ARCHITECT pursuant to Government Code section 53060 to perform the necessary professional services, including, but not limited to, those hereinafter set forth in connection with the Project. ARCHITECT shall name a specific person is fully licensed to practice as an ARCHITECT in the State of California to be Project Architect, subject to approval of OWNER. The Project Architect shall maintain personal oversight of the Project and act as principal contact with OWNER, the contractor, ARCHITECT'S consultants, engineers, specialty consultants, and with all inspectors on the Project. Any change by ARCHITECT or the Project Architect shall be subject to approval by OWNER.

Principal Architect: _____

License Number: _____

Principal-in-Charge/Project Architect: _____

License Number: _____

ARTICLE 2. ARCHITECT'S SERVICES

- 2.1 Acceptance of Employment.** ARCHITECT accepts employment and agrees to perform all of the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with the highest standards of the profession at the time those services are performed. ARCHITECT understands the exact scope of services may be changed should OWNER elect to utilize the Multiple Prime Construction Management project delivery method. In that event, the Matrix attached hereto as Attachment "B" to Architectural Agreement shall further clarify the scope of services and shall govern

in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or adjustments, in terms of credits and/or additional fees, may be made as a result of an election by the OWNER to utilize Multiple Prime Construction Management on the Project. ARCHITECT shall provide the following services:

2.1.1 Communication with OWNER. Participate in consultations and conferences with authorized representatives of OWNER and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and OWNER. Such consultations and conferences shall continue through the planning and construction of the Project and the contractor's warranty period. ARCHITECT shall only take direction from staff specifically designated by OWNER (the "Owner Representative"). The OWNER Representative for the Project shall be Jenny Hannah, Director of Facilities Planning. OWNER hereby certifies that the OWNER Representative has been duly authorized by OWNER's Governing Board to represent OWNER on the Project. OWNER may designate new and/or different individuals to act as OWNER Representative from time to time.

2.1.2 Hiring of Consultants and Personnel.

2.1.2.1 ARCHITECT shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects, and structural, electrical, plumbing and mechanical engineers, but also specifically including civil engineering, and kitchen and acoustical consultants and all other special consultants necessary to provide the design for the project. ARCHITECT may provide such services and personnel "in-house" or, with the written consent of the OWNER, may employ outside consultants. The cost of any and all such consultants shall be borne by ARCHITECT. ARCHITECT may delegate to such consultants such duties as ARCHITECT is permitted by law to delegate without relieving ARCHITECT from administrative or other responsibility under law or this Agreement. ARCHITECT shall be responsible for the coordination and cooperation of ARCHITECT'S consultants. ARCHITECT shall notify OWNER of the identity of all consultants prior to their commencement of work. ARCHITECT shall be proficient in and ready, willing and able to work on the latest and most current version of the **ProCore** software (and as it may be updated from time to time) and shall maintain the training of all employees involved in the Project on the software.

2.1.2.2 All engineers, experts and consultants retained by ARCHITECT in performance of this Agreement shall be licensed to practice in their respective professions, where required by law.

2.1.2.3 Engineers and consultants hired by ARCHITECT in the following categories shall be required to show evidence of a policy of professional liability and/or project insurance, if available, meeting the same requirements set forth in Article 12 hereof: structural, mechanical, civil, and electrical engineers.

2.1.2.4 ARCHITECT shall promptly obtain written OWNER approval of assignment and/or reassignment or replacement of such engineers or consultants or of other

staff changes of key personnel working on the Project. Any changes in ARCHITECT'S consultants and staff shall be subject to approval by OWNER.

- 2.1.2.5** Draftsmen and other clerical personnel shall be retained by ARCHITECT at ARCHITECT'S sole expense.

2.1.3 Initial Planning Phase of Project.

- 2.1.3.1** Assist OWNER in the preparation of a set of educational specifications and programming for the Project to define scope, size, cost, space relationship, and site development, in addition to the standard construction specifications, discussed below.

- 2.1.3.2** Provide advice and assistance to OWNER in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

- 2.1.3.3** ARCHITECT shall notify OWNER in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and timeline.

2.1.4 Schematic Plan Phase of Project.

- 2.1.4.1** ARCHITECT shall provide a site plan and other Project-related information necessary and required for an application by OWNER to any federal, state, regional, or local agency for funds to finance the construction Project.

- 2.1.4.2** In cooperation with OWNER planners and educational committees, ARCHITECT shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site, and the proposed architectural concept of the buildings, incorporating the educational program and the functional requirements of the OWNER. Such drawings and plans shall meet the requirements of the State Department of Education regulations (Cal. Code Regs., Title 5, § 14000, et seq.) and guidelines and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project and shall include all revisions required by OWNER or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

- 2.1.4.3** ARCHITECT, with Construction Manager's assistance (if CM services are utilized), shall establish a preliminary project budget or allowance in the format required by OWNER, or if applicable, by the school construction funding agency identified by OWNER. The purpose of the cost estimate is to show probable cost in relation to OWNER's budget. If ARCHITECT perceives site considerations which render the Project expensive or cost prohibitive, ARCHITECT shall disclose such conditions in writing to OWNER immediately. ARCHITECT shall provide a preliminary written time schedule for the performance of work on the Project.

- 2.1.4.4** ARCHITECT, at its own expense, shall provide complete sets of the schematic plans described in section 2.1.4.2 for OWNER review and approval. These sets will be provided in a digital format acceptable by the OWNER. Additionally, at

ARCHITECT'S expense, ARCHITECT shall provide copies of such documents as required by any federal, state, regional, or local agencies concerned with the Project, including, but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required by OWNER shall be provided at cost to OWNER.

2.1.5 Design Development Phase of Project.

2.1.5.1 On specific written approval by OWNER of the plans described in section 2.1.4 of this article, ARCHITECT shall prepare design development documents consisting of site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical/plumbing, and electrical systems, types and makeup of materials and outline specifications for presentation to OWNER's Governing Board for approval.

2.1.5.2 ARCHITECT shall provide, to OWNER, complete sets of the design development documents described in section 2.1.5.1 for OWNER review and approval. These sets will be provided in a digital format acceptable by the OWNER. Additionally, at ARCHITECT'S expense, ARCHITECT shall provide copies of such documents as required by any federal, state, regional, or local agencies concerned with the Project, including, but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to OWNER.

2.1.5.3 ARCHITECT shall provide OWNER with an updated estimate of probable construction costs, containing detail consistent with the design development documents as set forth in section 2.1.5.1 of this article and containing a breakdown based on types of materials and specifications identified in section 2.1.5.1 of this article.

2.1.5.4 ARCHITECT shall provide a timetable for completion of the Project to OWNER.

2.1.5.5 ARCHITECT shall provide a color schedule of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for OWNER's review and approval.

2.1.6 Building Permits and Conformity to Legal Requirements.

2.1.6.1 ARCHITECT'S drawings and specifications shall conform to all applicable codes, amendments, laws, regulations, etc., as currently adopted by all regional, state, and local governing entities, as well as conforming to the requirements of the Division of State Architect (structural safety, fire/life safety, and access compliance sections), and the State Department of Education, whose approval of the drawings and specifications must be obtained. All necessary copies of such drawings and specifications shall be submitted and filed with these bodies for approval in accordance with paragraph 2.1.5.2 of this article.

2.1.6.2 ARCHITECT will use its best professional efforts to interpret applicable ADA requirements and California law to inform OWNER of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law.

2.1.7 Construction Document (Drawings and Specifications)

- 2.1.7.1** On specific written approval by OWNER of the plans described in section 2.1.5 of this article, ARCHITECT shall prepare such complete Construction Drawings and owner's integrated specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. Such Construction Drawings shall be developed from the Design Development drawings approved by OWNER. The completed Construction Document Drawings and Specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical/plumbing, and electrical systems and utility service connection equipment and site work. It shall be OWNER'S responsibility to supply ARCHITECT with the necessary information to determine the proper location of all improvements on existing sites, including record drawings (containing "as-built drawings") in OWNER'S possession. ARCHITECT will make a good-faith effort to verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey of site conditions. OWNER shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to ARCHITECT which may not be shown on the as-built drawings.
- 2.1.7.2** ARCHITECT shall assist OWNER in applying for and obtaining required approvals from the Division of the State Architect and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for the securing of priorities, materials, as an aid in the construction of the Project and obtain final Project approval and acceptance for the Project by said agency as required.
- 2.1.7.3** The completed Construction Document Drawings and Specifications must be in such form as will enable ARCHITECT and OWNER to secure the required permits and approvals from the Division of State Architect, for OWNER, thus allowing Owner to obtain, by competitive bidding, a responsible bid. The Construction Drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by ARCHITECT.
- 2.1.7.4** As the work of producing the Construction Documents progresses, ARCHITECT shall provide to OWNER copies of the work to date when the process is approximately 25%, 50%, and 75% & 100% complete to review just before submittal to DSA for OWNER'S final check and changes.
- 2.1.7.5** OWNER shall review, study, and check the completed Construction Drawings and specifications presented to it by ARCHITECT and make any necessary revisions or obtain approval of such final plans by OWNER's Governing Board, subject to the approval of the Division of the State Architect. ARCHITECT shall make all OWNER-requested changes, additions, deletions, and corrections in the completed Construction Drawings and specifications so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, inconsistent with earlier OWNER direction, or inconsistent with ARCHITECT'S professional judgment. ARCHITECT shall bring any such conflicts and/or inconsistencies to the attention of OWNER. The parties agree that ARCHITECT and not OWNER possess the requisite expertise to determine the constructability of the completed Construction Drawings and specifications.

- 2.1.7.6** It is understood by ARCHITECT that should Construction Drawings and specifications be ordered by OWNER, OWNER shall specify the sum of money set aside to cover the total cost of the construction of the work exclusive of ARCHITECT'S fees. Should it become evident that the total construction cost will exceed the specified sum, ARCHITECT shall at once present a statement in writing to OWNER's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by OWNER from contractors for the construction of the work indicate the work cannot be constructed in accordance with the plans and specifications furnished by ARCHITECT for the specified sum, in accordance with Article 2, section 2.1.9.2, ARCHITECT shall, if requested by OWNER, and without extra compensation therefore, so revise the plans and specifications for the work that the construction may be completed for the total cost which does not exceed the specified sum or so that certain portions of the Project may be omitted, deferred, or separately bid.
- 2.1.7.7** ARCHITECT shall provide ten (10) complete sets of the completed Construction Drawings and specifications described in Article 2, section 2.1.7.1, for OWNER review and approval. Additionally, at ARCHITECT'S expense, ARCHITECT shall provide copies of such documents as required by federal, state, regional, or local agencies concerned with the Project, including the State Department of Education and the Division of State Architect. Any additional copies required shall be provided at cost to OWNER.
- 2.1.7.8** ARCHITECT shall provide, unless otherwise agreed, at no additional expense, the following:
- One high resolution digital file of overall campus exterior
 - Six rendered interior images
- 2.1.8** **Construction Contract Documents.** If so required by OWNER, ARCHITECT shall assist OWNER in the completion of construction documents, including, but not limited to, Advertisement for Bids, Information for Bidders, Bid Forms (including Alternate Bids as requested by OWNER), Bonds, General Conditions, Special Conditions, Agreement, Disabled Veteran Business Enterprise preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of OWNER and OWNER's counsel. At the time of delivery of the aforementioned contract documents, which shall include the final Construction Document Drawings and specifications (collectively, the "Construction Documents"), ARCHITECT shall provide OWNER with its final estimate of probable construction cost ("Final Estimate").
- 2.1.8.1** ARCHITECT shall provide DISTRICT, at no additional expense, digital PDF/TIF formatted drawings and technical specifications created by ARCHITECT to the District's Facilities Planning Department prior to commencement of the bid process phase of the Project.
- 2.1.9** **Bid Phase.**
- 2.1.9.1** Following OWNER's approval of the Construction Documents and Final Estimate, ARCHITECT shall provide to OWNER one set of reproducible Construction Documents for the project.

- 2.1.9.2** If the lowest responsive bid on the Project exceeds the final estimate by ten percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, OWNER may request ARCHITECT (at Architect's expense) to amend the final drawings and specifications to rebid the Project so that bids are within ten percent of the Final Estimate. At the request of OWNER, ARCHITECT shall provide specifications which include alternate bids as deemed advisable by OWNER.
- 2.1.9.3** ARCHITECT shall provide digital PDF/TIF formatted drawings and specifications to the OWNER at no additional expense. OWNER shall be permitted to display digital drawings and specifications on the OWNER website and provide a digital copy to contractors, construction manager, engineers, consultants, and all others as requested for the purpose of, without limitation to the following: advertising, bid preparation and submittal, and award of contract documents.
- 2.1.10** **Observation of Project.** Observation of the work executed from the final Construction drawings and specifications shall be in person by ARCHITECT provided that OWNER may, in its discretion, consent to such observation by another competent representative of ARCHITECT.
- 2.1.11** **Construction of Project.** ARCHITECT shall provide general administration of the Construction Documents, including, but not limited to, the following:
- 2.1.11.1** ARCHITECT shall conduct a pre-construction meeting with all interested parties.
- 2.1.11.2** Site visits, as often as necessary and appropriate to the stage of construction but at least once per week, to observe contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and contractor's schedule.
- 2.1.11.3** Site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to ARCHITECT and OWNER, and employed by OWNER. ARCHITECT shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings, as required, indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.
- 2.1.11.4** Cause engineers and other consultants, as may be hired by ARCHITECT pursuant to section 2.1.2 of this article, to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project.
- 2.1.11.5** Make regular reports as may be required by the applicable federal, state, regional, or local agencies.
- 2.1.11.6** Attend all construction meetings and provide written reports to OWNER after each construction meeting to keep OWNER informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than one (1) meeting per week.
- 2.1.11.7** Make written reports to OWNER as necessary to inform OWNER of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

- 2.1.11.8** Keep records of construction progress and time schedules and advise contractors and OWNER of any deviations from the time schedule which could delay timely completion of the Project.
- 2.1.11.9** Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor, and OWNER any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.
- 2.1.11.10** Review and respond, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the contractor and subcontractors for compliance with design and specifications, and to ensure timely and uninterrupted progress of the work.
- 2.1.11.11** Promptly reject, as discussed with OWNER, work or materials which do not conform to the Construction Documents and notify OWNER of such rejection.
- 2.1.11.12** Consult with OWNER, in a timely manner, with regard to substitution requests by contractors, for the substitution of materials, equipment, and laboratory reports thereof prior to the final approvals of such substitutions by OWNER in writing.
- 2.1.11.13** ARCHITECT'S responsibility shall include the preparation of all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional expense to OWNER.
- 2.1.11.14** Evaluate and notify OWNER, in a timely manner and in writing, of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project. (Written notification may be by way of providing a copy of any such request.) ARCHITECT shall not order contractors to make any changes affecting contract price without approval by OWNER of a written change order, pursuant to the terms of the Construction Documents. ARCHITECT may order on its own responsibility and pending the OWNER'S Board of Trustees' approval, changes necessary at the time to meet construction emergencies if written approval of OWNER representative is first secured.
- 2.1.11.15** Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the Inspector which reflect ARCHITECT'S recommendation as to any amount(s) which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.
- 2.1.11.16** Coordinate final color and product selection with OWNER'S original design concept.
- 2.1.11.17** Determine date of completion.
- 2.1.11.18** After being notified that the Project is nearing completion, ARCHITECT shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). ARCHITECT shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the

Project and final payment. OWNER shall be notified of all deficiencies and punch-list items.

- 2.1.11.19** Review materials assembled by the contractor and assemble for and provide to OWNER written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.
- 2.1.11.20** Make any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.
- 2.1.11.21** Cause engineers and other consultants, as may be hired by ARCHITECT pursuant to section 2.1.2 of this Article, to file required documentation with governmental authorities necessary to close out the Project.
- 2.1.11.22** Provide services during the one-year warranty period following the filing of the Notice of Completion of all contracts for the Project. The foregoing includes, but is not limited to, the review of work completed, identification of apparent construction deficiencies, review and recommend solutions to issues that may arise as a result of the construction process, conduct site visits as necessary, attend meetings as required, work with the contractors and/or, as required, Construction Manager to resolve issues, including, but not limited to, the following:
 - 2.1.11.22.1** The ARCHITECT and ARCHITECT'S consultants shall provide assistance to the OWNER in preparing a six (6) month written evaluation of the Project's finish hardware and HVAC systems.
 - 2.1.11.22.2** The ARCHITECT and ARCHITECT'S consultants shall provide assistance to the OWNER in preparing an eleven (11) month written evaluation of items of repair, replacement, etc., for warranty items.
 - 2.1.11.22.3** Provide advice to District on apparent deficiencies in construction during the one-year warranty period following acceptance of work.
- 2.1.11.23** **Record Set of Final Construction Drawings.**
 - 2.1.11.23.1** On projects utilizing a Construction Manager, not later than 120 days after receipt by ARCHITECT of marked-up Construction drawings from the Construction Manager, the ARCHITECT shall review and forward the Final Construction Drawings and specifications to the Construction Manager. The Final Construction Drawings shall indicate all changes made by change orders or otherwise, under the construction contract and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project based upon the information supplied to ARCHITECT by the Construction Manager and Inspector. ARCHITECT shall personally review and certify to the best of ARCHITECT'S knowledge, information and belief that the record set of Final Construction Drawings are a correct representation of the information supplied to ARCHITECT by the Construction Manager and IOR (Inspector of Record). ARCHITECT is responsible for preparation of the record set of Final Construction Drawings (AS-BUILTS).
 - 2.1.11.23.2** On projects not utilizing a Construction Manager, not later than 30 days after receipt by ARCHITECT of marked-up Construction drawings from the Contractor, the ARCHITECT shall review and forward the Final Construction Drawings and

Specifications to the OWNER. The Final Construction Drawings shall indicate all changes made by change orders or otherwise, under the construction contract and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project based upon the information supplied to ARCHITECT by the contractor and Inspector. ARCHITECT shall personally review and certify to the best of ARCHITECT'S knowledge, information and belief that the record set of Final Construction Drawings are a correct representation of the information supplied to ARCHITECT by the Inspector and the contractor and shall obtain the certificate of the Inspector and the contractor that the record set of Final Construction Drawings are correct.

2.1.11.23.3 On approval by OWNER'S representative of the completed as-built drawings, ARCHITECT shall forward to OWNER a CD containing the complete set of record documents. The record documents shall incorporate the following: location of underground utility information that is furnished by the Contractor, revisions to floor plans, any revision that requires DSA review and approval, all change order revisions, revisions to code analysis, project specifications, and any revisions to final color selection. We need all Water and Gas shutoffs, all underground boiler/chiller lines with dimensions and depths from known landmarks/grades. The CD shall include an Index.

2.1.11.23.4 In addition to the set of reproducible duplicates referred to above, ARCHITECT shall provide to the OWNER two (2) copies of the record drawings on computer disks, one PDF file, and one (1) BIM (IFC) compatible file. Contact District Administration for format requirements, or other format designated by OWNER to comply with requirements of OPSC.

2.1.11.23.5 Prior to the receipt of ARCHITECT'S final payment, ARCHITECT shall forward to OWNER one clear and legible set of reproductions of the computations, the original copy of the specifications, the record drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion. Additionally, the ARCHITECT shall scan all Owner's and Maintenance (O&M) manuals as listed in the General Conditions and provide to OWNER a CD of these scans.

2.2 **Additional Services of ARCHITECT.** At OWNER'S request, ARCHITECT may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. OWNER may agree to pay ARCHITECT for such services, pursuant to section 4.2 hereof, if such services cause ARCHITECT additional expense and are necessary due to unusual circumstances and through no fault or neglect on the part of ARCHITECT. No additional compensation shall be paid to ARCHITECT for performing such services unless OWNER and ARCHITECT agree in writing as to the amount of compensation for such services prior to such services being rendered. Such services may include, but shall not be limited to, the following:

2.2.1 Plan preparation and/or administration of work on portions of the Project which are separately bid.

2.2.2 Assistance to OWNER, if requested, for the selection of moveable furniture, equipment, or articles which are not included in Construction Documents.

- 2.2.3** Services caused by any contractor's late submission of substitution requests, or by the delinquency, default, or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction contract, provided that any such services made necessary by the failure of ARCHITECT to detect and report such matters earlier shall not be compensated.
- 2.2.4** Subsequent revisions in drawings, specifications, or other Project documents when such revisions are required as a result of:
 - 2.2.4.1** Changes requested by OWNER.
 - 2.2.4.2** Such revisions are inconsistent with written approvals or instructions previously given, and are due to causes beyond the control of ARCHITECT.
- 2.2.5** Serving as an expert witness on OWNER'S behalf.
- 2.2.6** Observation of repair of damages to structure.
- 2.2.7** Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

ARTICLE 3. OWNER RESPONSIBILITIES

OWNER's responsibilities shall include the following:

- 3.1** Make available to ARCHITECT all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.
- 3.2** Depending upon the scope of the Project, furnish ARCHITECT with, or direct ARCHITECT to procure at OWNER'S expense, a survey of the Project site preparation by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information. OWNER shall also provide a soils investigation report and a geological report, if required by law.
- 3.3** Appoint and pay, upon mutual agreement with ARCHITECT, an Inspector of Record as provided by state law. Said Inspector shall be qualified and approved by ARCHITECT and by the Division of State Architect, shall be under direction of ARCHITECT, and shall be responsible to, and act in accordance with the policies of OWNER. The administration by ARCHITECT and its engineers shall be in addition to the continuous personal supervision of the Inspector.
- 3.4** Assist ARCHITECT in the distribution of plans to bidders and conduct the opening of bids on the Project, if applicable.
- 3.5** Conduct chemical, mechanical, or other tests required for proper design of the Project. Furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications and to determine soil condition.

- 3.6 Retain a testing service for materials testing and inspection as required by title 21 of the California Code of Regulations.
- 3.7 Direct pay or reimburse the payment of all fees required by any reviewing or licensing agency.
- 3.8 Designate a representative authorized to act as liaison between ARCHITECT and OWNER in the administration of this Agreement and the Construction Documents. Such person or persons shall assist ARCHITECT in making inspections and preparing the list of deficiencies required by section 2.1.11.18 hereof and accompany ARCHITECT and contractor on the final inspection.
- 3.9 Review all documents submitted by ARCHITECT, including change orders and other matters requiring OWNER's Governing Board approval or approval of OWNER'S officials. Advise ARCHITECT of decisions pertaining to such documents within a reasonable time after submission.
- 3.10 Notify ARCHITECT if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 4. ARCHITECT'S FEE

- 4.1.1 OWNER shall pay to ARCHITECT, for the performance of all services rendered herein, the amount specified on ATTACHMENT "A", incorporated herein by reference, which constitutes complete payment for ARCHITECT'S services under this Agreement. In the event of any discrepancies between payment for the ARCHITECT'S basic services, and ATTACHMENT "A", the basic services shall supersede ATTACHMENT "A".
- 4.1.1 Unless otherwise agreed in writing, ARCHITECT'S compensation is not contingent on OWNER obtaining funding for the Project. ** Owner reserves the right to terminate contract at any of the milestones for any reason. **
- 4.1.2 For Multiple Prime Construction Management projects, unless otherwise agreed, the construction cost shall include the Construction Management fee and general conditions costs of the Construction Manager.
- 4.1.3 When ARCHITECT'S compensation is based on a percentage of construction cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions based on the lowest bona fide bid or estimate.
- 4.2 **Payment for Additional Services.** ARCHITECT shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by OWNER's Governing Board:
 - 4.2.1 Each portion of the Project let separately on a segregated bid basis; if not included in all disciplines as required to complete the work, as described in the "Project Description", shall be considered a separate project for purposes of determining the fee.

- 4.2.2** Five (5) percent of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by ARCHITECT and not included in the cost of the work, as defined in paragraph 4.1 above.
- 4.2.3** For services in addition to the basic services of ARCHITECT set forth in Article 2 hereof, a fee to be agreed upon by the parties in writing prior to performance of such services by ARCHITECT, which fee may be a flat amount or ARCHITECT'S standard hourly rates, as reflected in the attached ATTACHMENT "A".
- 4.2.4** Special consultants, prior approval of which is required, shall be paid at a multiple of 1.15 times the amount billed to ARCHITECT for services, except those hired pursuant to section 2.1.2.
- 4.3** **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for basic and additional services (as set forth in Article 2 and Article 4.2, above) and include expenses incurred by ARCHITECT and ARCHITECT'S employees and consultants in the interest of the Project, as identified in the following clauses:
- 4.3.1** Expense of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.
- 4.3.2** Expenses in connection with preauthorized out-of-town travel.
- 4.3.3** Fees required to be paid in order to secure the approval of authorities having jurisdiction over the Project.
- 4.3.4** Expenses of reproductions of drawings and specifications, as authorized herein, over and above items specified in section; 2.1
- 4.3.5** Other costs/expenses preauthorized by OWNER.
- 4.4** **Compensation Based on Percentage.** When ARCHITECT's compensation is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent services are performed on those portions. Compensation shall be based on the lowest bona fide bid or most recent estimate.

ARTICLE 5. PAYMENTS TO ARCHITECT

- 5.1** ARCHITECT'S compensation shall be paid by OWNER to ARCHITECT monthly, incrementally, based upon the percentage of work completed, as reflected in ATTACHMENT "A", attached hereto and incorporated herein. ARCHITECT shall obtain DSA project "Close of File with Certification" and provide to OWNER, Final completed as-built record drawings and specifications, before OWNER will issue Architect's Final Payment.
- 5.2** In order to receive payment, ARCHITECT shall present to OWNER a claim for payment for approval by OWNER's authorized representative, which claim shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

- 5.3** Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.
- 5.4** Upon cancellation or termination of this Agreement, ARCHITECT shall be compensated as set forth in Article 8 hereof.

ARTICLE 6. INSTRUCTIONS TO PROCEED

ARCHITECT is not to proceed with performance of any services under this Agreement without first securing written authorization from OWNER to do so.

ARTICLE 7. TIME SCHEDULE

- 7.1** ARCHITECT shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of OWNER, ARCHITECT shall prepare an estimated time schedule for the performance of ARCHITECT'S services, to be adjusted as the Project proceeds. Such schedule shall include allowances for periods of time required for OWNER's review and approval of submissions; for approvals of authorities having jurisdiction over the Project approval; and for funding. The schedule shall not be exceeded by ARCHITECT, without the prior written approval of OWNER.
- 7.2** Any delays in ARCHITECT'S work because of the actions of OWNER or its employees, those in direct contractual relationship with OWNER, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT.
- 7.3** Should ARCHITECT make an application for an extension of time; ARCHITECT shall submit evidence that the insurance policies required by Article 12 remain in effect during the requested additional period of time.

ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION

- 8.1** OWNER may suspend or abandon at any time all or any of the construction work on the Project or may terminate this Agreement at any time. In the event of such suspension, abandonment, or termination, ARCHITECT shall be paid pursuant to the schedule of payments set forth in Articles 4 and 5 of the Agreement for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by OWNER as a result of the default or the Wrongful Acts of Omissions (see Article 11), if any, by ARCHITECT. ARCHITECT hereby expressly waives any and all claims for damages or compensation arising under this Contract, except as set forth herein, in the event of such suspension, abandonment, or termination.
- 8.2** If ARCHITECT'S services are suspended by OWNER, OWNER may require ARCHITECT to resume services by giving written notice to ARCHITECT within ninety (90) consecutive calendar days after the effective date of the suspension.

- 8.3** ARCHITECT may, where more than ninety (90) days beyond the effective date of suspension or abandonment by OWNER, terminate this Agreement by giving OWNER ten (10) days written notice.
- 8.4** Upon suspension, abandonment, or termination, ARCHITECT shall, if requested by OWNER, turn over to OWNER all preliminary studies, sketches, construction drawings, specifications, computations, and all other matters to which OWNER would have been entitled at the completion of ARCHITECT'S services. Upon payment of the amount required to be paid under this article following the termination of this Agreement, OWNER shall have the rights, as enumerated in Article 9, hereinafter, to use any completed contract documents or other work product prepared by ARCHITECT under this Agreement. ARCHITECT shall make such documents available to OWNER upon request and without additional compensation.

ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS

- 9.1** Pursuant to Education Code section 17316, all plans, specifications, estimates and other documents, including any and all electronic data magnetically or otherwise recorded on computer disks, prepared by ARCHITECT pursuant to this Agreement, shall be and remain the property of OWNER. Such documents supplied as herein required, shall be the property of OWNER, whether or not the work for which they were made is executed. ARCHITECT and its consultants shall be deemed the authors and shall retain all common law, statutory and other reserved rights, including copyrights. **NOTE:** Architect shall provide to owner, signed documents from its consultants, acknowledging owner's ownership of all documents.
- 9.2** ARCHITECT grants to OWNER the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this or another project constructed for OWNER. OWNER is not bound by this Agreement to employ the services of ARCHITECT in the event such documents are reused. Any reuse by OWNER of documents prepared under this Agreement, without employing the services of ARCHITECT, shall be at OWNER's own risk. OWNER shall indemnify, hold harmless, and defend ARCHITECT and its officers, directors, agents, and employees from all claims of any kind arising out of such use, re-use, or modification of said documents prepared by ARCHITECT. ARCHITECT makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location. **See 9.1** Regarding Ownership of Documents.
- 9.3** This Agreement creates a non-exclusive and perpetual license for OWNER to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by ARCHITECT pursuant to this Agreement. ARCHITECT shall require any and all subcontractors and consultants to agree in writing that OWNER is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 9.4** ARCHITECT represents and warrants that ARCHITECT has the legal right to license any and all copyrights, designs, and other intellectual property embodied

in plans, specifications, studies, drawings, estimates, or other documents that ARCHITECT prepares or causes to be prepared pursuant to this Agreement. ARCHITECT shall indemnify and hold OWNER harmless for any breach of this Article. ARCHITECT makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than ARCHITECT or ARCHITECT'S subcontractors or consultants, and provided to ARCHITECT by OWNER. OWNER recognizes that ARCHITECT does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to the OWNER, nor can ARCHITECT represent or warrant rights to license these types of intellectual property.

ARTICLE 10. INDEMNITY

To the fullest extent permitted by law, including California Civil Code section 2782.8, the ARCHITECT shall defend, indemnify, and hold harmless the District, the governing Board of the OWNER, each member of the Board, and their officers, agents and employees ("OWNER INDEMNITEES") against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the ARCHITECT, the ARCHITECT's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.

For purposes of this Article 10 only, (a) "claims" means all claims, demands, actions and suits brought by third parties against the OWNER INDEMNITEES for any and all losses, liabilities, costs, expenses, damages and obligations, and (b) the ARCHITECT's defense obligation shall include but not be limited to (i) provision of a full and complete defense of the OWNER INDEMNITEES by an attorney chosen or approved by the OWNER, and (ii) payment of the OWNER's attorneys' fees, experts' fees, and all other litigation costs incurred in the OWNER's defense ("Defense Costs") within thirty (30) days of ARCHITECT's receipt of each invoice for such Defense Costs. After conclusion of the action against the OWNER INDEMNITEES (including all appeals), the OWNER shall reimburse ARCHITECT for the portion of the Defense Costs proportionate to the percentage of fault of parties other than the ARCHITECT ("Other Parties") for the amounts paid or owed to the third party by the OWNER INDEMNITEES, but this duty of reimbursement shall only be owed by the OWNER if there are specific findings in a settlement agreement, arbitration award, or verdict as to the Other Parties' percentage of fault, and the ARCHITECT's percentage of fault, for those amounts paid or owed to the third party.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the ARCHITECT shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the ARCHITECT.

ARTICLE 11. WRONGFUL ACTS OR OMISSIONS

ARCHITECT shall be liable for any damages and costs incurred by, and any claims against OWNER, that result from ARCHITECT'S Wrongful Acts or Omissions (i.e., ARCHITECT's breach of this Agreement, breach of the applicable standard of care, or violation of law).

Additionally, ARCHITECT shall not be entitled to any fee for additional services, or reimbursement of costs, for work required due to ARCHITECT'S negligence, or the negligence of ARCHITECT'S subcontractors, consultants, and/or employees in the performance of services under this Agreement.

Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the Owner otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the ARCHITECT shall be responsible for the following:

1. In the event of such a change order, ARCHITECT shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the Owner in the change order. The amount of added value of any change order work shall be based on the circumstances of the ARCHITECT's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the Owner should pay no more than what the Owner would have paid if the Wrongful Act or Omission had not occurred.
2. In addition, ARCHITECT shall be responsible for any other costs or damages which the Owner incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the Owner pays to, or cannot collect from, Contractor or any third party.

The Owner may back charge, and withhold payment from, the ARCHITECT for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When Owner so back charges and withholds, upon ARCHITECT's request Owner and ARCHITECT shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by Owner, and (d) what portion of the damages are attributable to ARCHITECT as described above. If Owner and ARCHITECT do not reach agreement on all four of these items when meeting and conferring, then Owner and ARCHITECT shall use mediation in good faith to resolve the dispute. If mediation fails, then either Owner or ARCHITECT can initiate a court action to resolve the dispute.

ARTICLE 12. INSURANCE

ARCHITECT shall maintain in full force and effect, at its sole cost and expense, from the time this Agreement is entered into until the date of acceptance of the work by OWNER, insurance as set forth in this article. All insurance provided for under this article shall be with a carrier satisfactory to OWNER. Prior to commencement of work, ARCHITECT shall furnish to OWNER a certificate of insurance, an additional insured endorsement, and a declarations page which all evidence the required coverages. OWNER shall not be obligated to make any payment to ARCHITECT until after its receipt and acceptance of said certificate.

- 12.1 Workers' compensation insurance as required by applicable laws, and employer's liability insurance, with a limit of not less than \$1,000,000.
- 12.2 Comprehensive general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than \$1,000,000 per occurrence and

\$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by ARCHITECT shall contain endorsements naming OWNER and other interested parties, who have insurable interests and who are designated by OWNER, as additional insureds and shall include products' completed coverage and operations coverage as well as contractual liability coverage for liability assumed by ARCHITECT under this Agreement.

- 12.3 Professional liability insurance coverage, the limits of which shall not be less than \$1,000,000 with a deductible no greater than \$50,000.
- 12.4 Automobile insurance coverage, the limits of which shall not be less than \$1,000,000.
- 12.5 In addition to items 12.1, 12.2 and 12.3 above, OWNER may require ARCHITECT to obtain a non-cancelable policy of Project insurance for a duration of three years after completion of the Project. If OWNER requires ARCHITECT to obtain Project insurance, such insurance shall begin when construction begins, at which time ARCHITECT shall provide evidence of the existence of such policy to OWNER. The cost of such insurance shall be borne by OWNER.
- 12.6 All insurance provided shall comply with the following:
 - 12.6.1 The policies shall protect the ARCHITECT and OWNER against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other OWNER facilities or equipment, resulting from acts of commission or omission by the ARCHITECT, or otherwise resulting directly or indirectly from the ARCHITECT's operations in the performance of this Agreement.
 - 12.6.2 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the OWNER.
 - 12.6.3 Should any of the required insurance be provided under a claims-made form, ARCHITECT shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish ARCHITECT's obligations to the OWNER under any provision, including any duty to indemnify and defend the OWNER.
 - 12.6.4 The ARCHITECT's insurance policies shall contain a provision for thirty (30) days written notice to the OWNER of cancellation or reduction of coverage. The ARCHITECT shall name, on any policy of insurance required, the OWNER as an

additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. ARCHITECT shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the OWNER for approval subject to the following requirements. Thereafter ARCHITECT shall produce a certified copy of any insurance policy required under this Article upon written request of the OWNER.

- 12.6.5 At the time of making application for any extension of time, ARCHITECT shall submit evidence that all required insurance will be in effect during the requested additional period of time.
- 12.6.6 If the ARCHITECT fails to maintain such insurance, the OWNER may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the OWNER might be held liable on account of the ARCHITECT 's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the ARCHITECT under this Agreement.
- 12.6.7 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the ARCHITECT may be held responsible for the payment of damages resulting from the ARCHITECT's operations.
- 12.6.8 Each of ARCHITECT 's consultants shall comply with this Article, and ARCHITECT shall include such provisions in its contracts with them.
- 12.6.9 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall be satisfactory to the OWNER.
- 12.6.10 Any failure to maintain any item of the required insurance may, at OWNER's sole option, be sufficient cause for termination of this Agreement.
- 12.6.11 ARCHITECT shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the OWNER for approval. Thereafter ARCHITECT shall produce a certified copy of any insurance policy required under this Article upon written request of the OWNER.

ARTICLE 13. RECORDS

ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of the Project that are compensable by other than a flat rate. ARCHITECT shall maintain all records of accounts between OWNER and ARCHITECT on a generally recognized accounting basis. Such records shall be available to OWNER or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period of eleven (11) years after its completion.

ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS

ARCHITECT shall cooperate and consult with OWNER in use and selection of manufactured items on the Project, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to OWNER's criteria to the extent such criteria do not interfere with project design.

ARTICLE 15. LIMITATION OF AGREEMENT

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the design development documents prepared pursuant to section 2.1.5.2 are approved, unless this Agreement is amended by the parties to include additional work as part of each Project. Any subsequent construction at the site of the Project, or at any other site owned by OWNER, will be covered by, and be the subject of, a separate Agreement for architectural services between OWNER and the architect chosen therefore by OWNER.

ARTICLE 16. MEDIATION

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. If the parties elect to mediate, the parties shall select a disinterested third-person mediator within a reasonable period of time, mutually agreed to by the parties. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the superior court of Kern County to appoint the mediator.

ARTICLE 17. COMPLIANCE WITH THE LAWS

ARCHITECT'S work shall comply with and meet applicable requirements of federal, state, regional, or local law, including, but not limited to, the currently adopted California Building Code and Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 18. INDEPENDENT CONTRACTOR

ARCHITECT is, for all purposes arising out of this Agreement, an independent contractor, and neither, ARCHITECT, nor his/her subcontractors, consultants, or employees, shall be deemed an employee of OWNER for any purpose. It is expressly understood and agreed that ARCHITECT shall in no event be entitled to any benefits to which OWNER employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS

This agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided, however that ARCHITECT shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of OWNER's Governing Board. Any attempted assignment without such consent shall be invalid.

ARTICLE 20. ASBESTOS CERTIFICATION

ARCHITECT shall certify to the best of its information pursuant to 40 Code Federal Regulation, section 763.99(a) (7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will ensure that contractors provide OWNER with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). ARCHITECT shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

ARTICLE 21. DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

ARCHITECT must complete DVBE compliance with submission of Request for Qualifications or this Agreement shall be deemed canceled.

ARTICLE 22. NO RIGHTS IN THIRD PARTIES

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

ARTICLE 23. MISCELLANEOUS

The following terms and conditions shall be applied to this Agreement:

- 23.1 Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the OWNER maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the OWNER.
- 23.2 Entire Agreement.** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises, or agreements have been made by any person, which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.
- 23.3 Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 23.4 Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
- 23.5 Supplemental Conditions.** Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated herein by reference.
- 23.6** There shall be absolutely no use of any Lead or Asbestos materials on any part of the project.
- 23.7** Prior to executing this Agreement, the ARCHITECT shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

23.8 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this _____ day of _____, 2026.

OWNER
KERN HIGH SCHOOL DISTRICT

Kenneth R. Seals, Ed.D.
Assistant Superintendent, Business

ARCHITECT
(INSERT NAME OF FIRM)

Principal

Print Name

Title

Recommended for Approval
Kern High School District

Richard J. Ruiz
Director, Business Service

Recommended for Approval

Randall Rowles
Director IV, Facilities

**ATTACHMENT “A”
to Contract for Architectural Services
SAMPLE AGREEMENT
ARCHITECTURAL FEE**

OPSC NEW CONSTRUCTION FEE SCHEDULE

9%	first \$500,000 of Construction Costs
8.5%	next \$500,000 of Construction Costs
8%	next \$1,000,000 of Construction Costs
7%	next \$4,000,000 of Construction Costs
6%	next \$4,000,000 of Construction Costs
5%	excess of \$10,000,000 of Construction Costs

FEE ALLOCATION/PHASE

Where compensation is based on a percentage of construction cost or stipulated sum, progress payments for ARCHITECT services in each phase shall not exceed the following percentages of the total compensation payable:

Schematic Design Phase:	Ten percent	(10%)
Design Development Phase:	Twenty percent	(20%)
Construction Documents Phase:	Forty percent	(40%)
Agency Plan Check Phase:	Five percent	(5%)
Bidding Phase:	Five percent	(5%)
Construction Phase:	Twenty percent	(20%)
Total Compensation:	One Hundred percent	(100%)

NOTE: Billing for payments for the Construction Phase (40%), shall be submitted in equal monthly payments for the duration of the job.

**ATTACHMENT “A” (Cont.)
to Contract for Architectural Services**

**HOURLY RATE SCHEDULE
BILLING RATES
ALLOWANCES**

ATTACHMENT “B” to Contract for Architectural Services

PROJECT RESPONSIBILITY MATRIX (if CM is Utilized)

LEGEND: P = Primary Responsibility
 S = Secondary Responsibility

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
Design Phase:				
Develop Master Project Schedule	S	S	P	
Prepare Detailed Construction Schedule			P	
Develop Master Project Budget	S	S	P	
Prepare Detailed Cost Estimate		S	P	
Develop Cost Management Procedures			P	
Conduct Cost Adjustment Sessions	S	S	P	
Review Owner's Outline Specifications	P	S	S	
Make Recommendations for Alternate Bids		P (Design)	P (Budget)	
Quality Evaluation of Design Documents		P	S	
Interdisciplinary Plan Coordination		P	S	
Constructability Review		S	P	
Value Engineering Review		S	P	
Develop Project Communications Plan		S	P	
Assignment of Contractor Responsibilities (Facilities, Safety, etc.)			P	
Determine Appropriate Project Phasing	S		P	
Determine Extent of Separate Prime Contracts			P	
Develop Contractor Bid Scope Packages			P	
Prepare Cash Flow Projections			P	
Process OPSC Documents	P	P		
Process DSA Documents		P		
Process CDE Documents	P	S		
Select and Retain Professional Construction Consultants (Testing)	P	S	S	
Prepare Agreements for Prof. Services (Testing)	P			
Establish Temporary Facilities/Jobsite Logistics Plan	S		P	
Prepare Team Organizational Chart	P		S	
Bidding Phase:				
Develop Bidding Procedures		S	P	
Develop Bidders Interest			P	
Determine Appropriate Licensing Requirements	P		S	
Prepare/Place Bid Advertisements & Legal Notices	P	S	S	
Establish and Maintain Bid Document Control	P			
Write Bid Packages		S	P	
Prepare Bid Forms	P	S	S	
Distribute Bid Documents	P		S	

LEGEND: P = Primary Responsibility
S = Secondary Responsibility

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
Conduct Pre-Bid Meetings		S	P	
Receive Bidders Questions			P	
Answer Questions & Prepare Addenda		P	S	
Review Addenda		S	P	
Distribute Addenda	P			
Conduct Bid Opening	P	S	S	
Prepare Bid Summaries	P		S	
Perform Bid Evaluations (Legal)	P		S	
Perform Bid Evaluations (Costs)	S		P	
Verify if all Project Components are Covered			P	
Recommend Award of Contracts	P	S	P	
Draft and Issue Contracts	P		S	
Issue Contract Documents to Contractors	P			
Coordinate Receipt of Contracts, Bonds and Insurance	P			
Obtain Contract Signatures	P			
Issue Notices to Proceed	P			
Prepare Cost to Estimate Comparison			P	
Rebid:				
Coordinate Re-bidding Activities (if required)	P		S	
Propose Bid Changes	S	P	P	
Revise Contract Documents for Re-Bidding	S	P	P	
Construction Phase:				
Conduct Pre-Construction Meeting	S	S	P	
Coordinate Installation of Temporary Facilities	S		P	
Coordinate/Supervise Prime Contractor's Activities			P	
Obtaining OPSC Approvals	P	S		
Obtaining DSA Approvals	S	P		
Obtaining CDE Approvals	P	P		
Obtain Off-Site Permits/Approval (Consultants)		P	P	
Apply/Pay for Utility Connections	S		P	
Coordinate Utility Work with Contractor's Work			P	
Coordinate Construction Inspections (DSA)		P	S	S
Coordinate Construction Inspections (Health)			P	S
Coordinate Construction Inspections (SFM)		S	P	S
Coordinate Professional Consultant's Activities (Testing, Survey)			P	S
Prepare Agreements for Prof. Services (Surveyor, Etc.)			P	
Prepare Agreements for Professional Services (Testing, Construction Inspection)	P			

LEGEND: P = Primary Responsibility
S = Secondary Responsibility

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
Make Application for Utility Connections	P		S	
Coordinate Utilities with Other Trades			P	
Utility Fees	P		S	
Implement, Update and Distribute Construction Schedules			P	
Monitor Implementation of Contractor's Safety Programs			P	
Receive & Process Contractor's Submittals/Shop Drawings	S	S	P	
Review & Approve Contractor's Submittals/Shop Drawings	S	P	S	
Prepare Keying Schedule	P	S		
Process Keying Schedule			P	
Evaluate Substitution Requests	S	P	S	
Approve Substitution Requests	S	P	S	
Receive & Process RFI's	S	S	P	
Review and Answer RFI's		P	S	
Review & Approve Contractor's Schedule of Values	S	S	P	
Prepare Master Project Schedule of Values	S		P	
Maintain Contractor Payment Records/Releases/ Stop Notices	P		S	
Receive, Review & Process Progress Payment Requests	S	S	P	S
Approve Progress Payment Requests	P	S	S	S
Receive & Maintain Certified Payroll Records			P	
Maintain Logs and On-Site Document Files	S		P	
Conduct Weekly Job Progress Meetings With Contractors			P	S
Conduct Regular Project Team Meetings	S	S	P	S
Prepare & Distribute Meeting Minutes		S	P	
Monitor Implementation Of Owner's Labor Compliance Program			P	
Coordinate Communications Between Project Team Members		S	P	
Resolving Technical Construction Issues		S	P	S
Observe Compliance with Approved Plans & Specifications		S	S	P
Enforce Compliance with Approved Plans & Specifications	S	P	S	S
Observe Quality of Construction Installations	S	S	S	P
Report & Log Construction Defects or Deficiencies	S		S	P
Review Contractor Recommendations for Corrective Action	S	S	S	P
Observe Deficiency Corrections	S	S	S	P
Verify Progressive Completion of As-Built Drawings	S	S	S	P
Receive, Review & Process Change Requests	S	S	P	
Evaluate Requests for Cost and Time Extensions	S	S	P	
Negotiate Cost and Time Extensions	P	S	P	
Prepare Price Requests		P	S	
Prepare and Process Change Orders		S	P	
Maintain Change Order Reports		S	P	
Obtain DSA Approval on Change Orders	S	P		
Prepare/Maintain Cost Variance Reports			P	
Prepare Daily Construction Progress Reports			P	S
Take Progress Photographs	P		P	S

LEGEND: P = Primary Responsibility
S = Secondary Responsibility

TASK	RESPONSIBLE PARTY			
	Owner	Architect	CM	Inspector
Provide Initial Evaluation of Claims/Recommend Action		S	P	
Prepare Monthly Project Schedule/Costs Reports			P	
Monitor Submission of Contractors Quarterly/Final Verified Reports		P	S	S
Receive & Process Contractor's Closeout Submittals			P	
Review & Approve Contractor's Closeout Submittals	S	P	S	
Coordinate Delivery of Extra Materials and Keys	S		P	
Observe Initial Start-Up and Testing of Equipment	S	S	P	S
Coordinate Training Sessions for Owner's Staff	S		P	
Monitor Delivery of Contractor's Final As-Built Drawings			P	
Prepare & Approve Final As-Built Drawings		P	S	
Prepare Initial Punch Lists With Contractors		S	P	S
Prepare Final Contractor's Punch Lists	S	P	S	
Verify Completion of Contractor's Punch Lists	P		P	S
Obtain Final Agency Approvals (SFM, Health, DSA, Local)		S	S	P
Complete DSA Closeout Documents		P	S	S
Complete OPSC Closeout Documents	P	S	S	
Prepare and Record Notices of Completion	S		P	
Record Notices of Completion	P			
Process Stop Notices	P		S	
Coordinate Removal of Stop Notices	S		P	
Receive Contractor's Final Billings and Releases			P	
Advise on Final Contractor Withholdings and Payments	P	S	P	
Prepare Final Completion & Project Report			P	
6 Month Warranty Walkthrough	S	S	P	
11 Month/End of 1 Year Warranty Walkthrough	S	S	P	
Provide necessary support during the one-year (1) warranty period	S	S	P	S

EXHIBIT "C"
to Request for Qualifications and Proposals (RFQP) No. 7200

KERN HIGH SCHOOL DISTRICT
QUALIFICATIONS QUESTIONNAIRE

The prospective ARCHITECT shall furnish all the following information accurately and completely. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the ARCHITECT'S firm and any of its owners, officers, directors, shareholders, parties or principals. OWNER has discretion to request additional information depending on the Project.

- WARNING -

Failure to fully and truthfully complete this form will result in the failure to qualify and the rejection of any proposal submitted. Certain information provided may lead to rejection of the proposal.

(1) Identifying Information:

Firm name and address: _____

Telephone Number: (____) _____ - _____

Facsimile Number: (____) _____ - _____

Email Address: _____

Type of firm: (check one) Individual _____ Partnership _____
Corporation _____ Other (Describe) _____

(2) Names and titles of all principals of the firm:

(3) Have you or any of your principals ever performed services as part of a different entity? Response must include information pertaining to principals' associations outside of the firm making this proposal. _____ If Yes, give name and address of other entities. _____

(4) Number of years as Architect/Firm. Include only years with the current entity, in its current form: _____ Years

(5) Years of experience your firm has in public entity work:

For all public entities: _____ For public schools: _____

(6) Give the public entity's name, telephone number and the name of the contact person for the three largest public works projects, performed for a public entity other than a school/college/university, that you have completed within the last five (5) years: Add additional sheets as necessary.

(7) List of References: Provide information on the three largest projects performed for a public school, college or university within the last five (5) years.

Contract 1. Name : _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

DSA or public agency inspector: _____

Inspector's Address and Telephone: _____

Contract 2. Name : _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

DSA or public agency inspector: _____

Inspector's Address and Telephone: _____

Contract 3. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

DSA or public agency inspector: _____

Inspector's Address and Telephone: _____

(8) Has your firm or any of its principals defaulted so as to cause a loss to an insurance carrier within the last five (5) years? Response must include information pertaining to principals' associations outside of the firm making this proposal. _____
If the answer is "Yes," give dates, names and address of carrier and details.

(9) Have you or any of your principals failed to timely complete a project in the past five (5) years? Response must include information pertaining to principals' associations outside of the firm making this proposal. _____ If Yes, explain:

(10) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during

the past five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal. _____ If Yes, provide name of public agency and details of the dispute. Add additional pages as required.

(11) Have you or any of your principals ever failed to complete a project in the last five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal. _____ If so, give owner's name and details. Add additional pages as required.

(12) Have you or any of your principals been assessed back-charges on any public works construction project within the last five (5) years? Response must include information pertaining to principals' association outside of the firm making this proposal. _____ If so, explain, including the identity of the public entity, the basis for their claims, and the final result. Add additional sheets as necessary.

(13) Conflicts of Interest: Do you now have, or have you had within the last five (5) years, any direct or indirect business, financial or other connection with any official, employee or consultant of the OWNER? _____ If so, describe. Add additional pages as required. _____

(14) Have you or any of your principals, within the last five (5) years, filed a claim for additional compensation from a public entity? If so, explain, including the identity of the public entity, the basis for the claim, the response by the public entity, and the final result. Add additional sheets as necessary.

(15) Have you or any of your principals ever failed to qualify, or been deemed unqualified on any public works construction project within the last five (5) years? If so, explain, including the identity of the public entity, the basis for their claims, and the final result. Add additional sheets as necessary.

(16) Staff/Roster Functions: List all members of your staff that will be assigned or responsible for work as a team member on this project (except clerical) and show job titles, functions, years with firm and projects completed for company. Include company officers responsible managing employee (RME), project manager and superintendent. Provide the following information for each individual (copy this page as many times as required).

Name and Title: _____

Function: _____

Years with firm: _____

Has the individual had prior exposure as a team member on one of your public school projects? _____ Yes _____ No

List all school projects this person has performed for you:

Provide an organizational chart reflecting your proposed project team for the project, including all persons on your project team.

(17) Insurance: Indicate the names of all errors and omissions insurance companies utilized by you in the last ten (10) years. Attach additional sheets if required.

Carrier Name & Address

Period Covered

Carrier Name & Address

Period Covered

Carrier Name & Address

Period Covered

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information is true, correct and complete.

Executed this ____ day of _____, 2026, at _____
_____(City, County), State of _____.

Firm Name

Signature

Print Name

Title

EXHIBIT “D”
to Request for Qualifications and Proposals (RFQP) No. 7200

KERN HIGH SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT

**RFQP NO. 7200 – ARCHITECTURAL SERVICES FOR MEASURE ‘E’ BOND-
FUNDED CAMPUS PLANNING FOR HIGHLAND HIGH SCHOOL**

TO BE EXECUTED BY FIRM AND SUBMITTED WITH RESPONSE

The undersigned declares:

I am the _____ of _____,
the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The firm has not directly or indirectly induced or solicited any other firm to put in a false or sham proposal. The firm has not directly or indirectly colluded, conspired, connived, or agreed with any firm or anyone else to put in a sham proposal, or to refrain from proposing. The firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the firm or any other firm, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other firm. All statements contained in the proposal are true. The firm has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a firm that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the firm.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Firm Name: _____

By: _____

Signed: _____
[Signature must match that on Proposal]

EXHIBIT “E”
To Request for Qualifications and Proposals (RFQP) No. 7200

State Allocation Board DVBE Policy Adopted August 26, 1992

Definitions

The term “Disabled Veteran Business Enterprise” (DVBE) means a business concern that is certified as a DVBE by the Office of Small Business and Disabled Veteran Business Enterprise Services.

The term “contract” means any agreement awarded by a school district in which all or part of the funding is provided by the State Allocation Board (SAB) under either the Lease-Purchase or State Relocatable Classroom Programs.

The term “bidder” means any person or persons, firm, partnership, corporation or combination thereof who makes an offer, competitive or noncompetitive, with the intent of forming a contract with one or more school districts on a SAB funded project.

Disabled Veterans Business Enterprise Goals

In addition to the school districts contracting requirements, potential contractors seeking to enter into contracts with school districts on a SAB funded project under the Lease-Purchase and State Relocatable Classroom Program for labor, services, materials, supplies, equipment, construction, alteration, repair or improvement shall be required to meet a three percent participation goal for certified DVBEs or demonstrate that a good faith effort was made to meet the goal by submitting documentation of all actions to comply with California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.63.

In order for any sole proprietorship, partnership, corporation or other enterprises to obtain certification or to be counted toward meeting the DVBE contract goals, such business concern must possess current and valid certification as a DVBE through the Office of Small Business and Disabled Veteran Business Enterprise Services.

For contracts awarded by competitive bid, a bidder must demonstrate fulfillment of this requirement at or prior to the time of bid opening in order to qualify as a responsive bidder. For contracts not awarded by competitive bid, a potential contractor must demonstrate fulfillment of this requirement prior to entering into the contract.

The DVBE participation goal shall apply to all SAB funded school district contracts over \$10,000 in the Lease-Purchase and certain contracts over \$10,000 in the State Relocatable Classroom Program (architectural, on-site inspections and utility hookups).

Any bidder meeting the three percent participation goal for DVBEs is eligible for award of a school district contract. If a bidder is unable to meet the three percent participation goal, the bidder shall demonstrate a good faith effort by submitting documentation of all the following actions:

- Contact was made with the school district to identify DVBEs.
- Contact was made with other State and federal agencies and with local DVBE organizations

to identify DVBEs.

- Advertising was published in trade papers and papers focusing on DVBEs, unless time limits imposed by the awarding department do not permit that advertising.
- Invitations to bid were submitted to potential DVBE contractors; available DVBEs were considered.

The school district shall evaluate the effort made by the bidder to seek out and consider DVBEs as potential subcontractors, and/or material or equipment suppliers. In evaluating such effort, the school district shall consider documentation of the actions specified above. Based on this evaluation, the school district may make a finding that the three percent DVBE participation goal or the good faith effort requirement has been met. The school district finding in this regard is subject to audit by OPSC. A bidder is eligible for award of a school district contract upon a finding by the school district that a three percent DVBE participation goal or good faith effort to meet the participation goal has been achieved.

If a bidder fails to meet either the goal or a good faith effort to meet the three percent goal, such bidder shall be deemed not to be a responsive bidder for purposes of the school district's evaluation of an award of contract and is thus ineligible for an award.

Substitutions

If awarded the contract(s), the successful bidder must use the DVBE subcontractor and/or supplier proposed in the final bid unless the contractor requested a substitution from the school district prior to the execution of the contract and the school district has approved such substitution. At a minimum, the request must include:

1. A written explanation of the reason for the substitution,
2. The identity of the person or firm substituted, and
3. Satisfactory evidence that the DVBE contract participation certified in the original bid will still be met after the substitution.

The school district's approval or disapproval of the substitution is not to be construed as an excuse for noncompliance with any other provision of law including, but not limited to, the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the school district/State under the default section of the contract.

Role of Construction Management

School Districts

Some school districts choose to contract with a Construction Management firm (CM) to perform certain functions of a project. Subcontractors working on these projects will contract directly with the school district and are treated as prime contractors for purposes of the Disabled Veteran Business Enterprise (DVBE) requirements. Each contract must either meet the participation goals or the good faith effort criteria in order to be eligible for an award. School districts and/or CM firms

may assist the bidders that are seeking to comply with the DVBE requirements by developing a list of subcontractors/suppliers that could be solicited for participation. This list of interested subcontractors/suppliers would then be passed on to the plan holding contractors. The CM may assist in the coordination of forms required for submittal by the contractor/subcontractor/supplier.

The CM firm may use Parts I and II of the Prime Bidder Good Faith Effort Worksheet, to develop a list of interested subcontractors/suppliers.

Part I—Contacts (Not Applicable to These Bids)

The CM firm may make the required contacts listed in this part to obtain lists of subcontractors/suppliers that may be solicited to participate.

Part II—Advertisements (Not Applicable to These Bids)

The CM firm may advertise in trade and focus papers. The advertisement must comply with the requirements listed in this part of the form and include a list of the plan holding contractors that will be using subcontractors/suppliers.

The CM firm must provide all “plan holding” contractors with the documentation of the above process to include on their Prime Bidder Good Faith Effort Worksheet.

Part III—Solicitations

This part must be independently performed by each plan holding contractor. The requirements of this part would include inviting subcontractors/suppliers to bid, listing each DVBE contacted and indicating if the firm will be used or why it is not being used.

Bidders Most Frequently Asked Questions

Q. What programs administered by the State Allocation Board must comply with Disabled Veteran Business Enterprise provisions?

All contracts over \$10,000 in the Lease-Purchase Program, and certain contracts over \$10,000 in the State Relocatable Classroom Program, (architectural, on-site inspections and utility hookups).

Q. Where can I get SAB Disabled Veteran Business Enterprise Forms?

Contact the school district advertising for bid/proposals. They will provide you with the most recent forms.

Q. I am an inspector, I do not subcontract, how do I comply?

You must complete the Prime Bidder Certification of Disabled Veteran Business Enterprise Participation form, and the Prime Bidder Good Faith Effort Worksheet form. A business enterprise without any opportunity for subcontracting or purchasing of supplies must provide a narrative on Prime Bidder Good Faith Effort Worksheet form explaining this and be able to demonstrate its inability to subcontract or purchase supplies if an audit occurs.

Q. Must a Disabled Veteran Business Enterprise be certified in order to participate in a contract?

Yes, Disabled Veteran Business Enterprises must be certified by the Office of Small Business and Disabled Veteran Business Enterprise Services.

Q. Is there a minimum number of days prior to bid opening that primary bidders are required to place their advertisements in a publication focused toward DVBE and a trade paper for purposes of the "Good Faith Effort"?

The SAB recommends bidders comply with the Good Faith Effort requirements by advertising at least 14 calendar days prior to bid opening.

Q. What if a bidder does not have 14 days to advertise for the purposes of completing a Good Faith Effort?

You must advertise for as many days as possible before the bid opening date. The only exception to this requirement is if time constraints imposed by the school district prohibit the bidder from advertising. All bidders must be notified of this exception.

Q. Where do I find a list of Disabled Veteran Business Enterprises and list of advertising sources?

The Office of Small Business and Disabled Veteran Business Enterprise Services is located on the Internet and publishes a list of certified Disabled Veteran Business Enterprises and the State Contracting Resources Packet. Their telephone number is 916.375.4940 or 916.322.5060. The Internet address is: <http://www.pd.dgs.ca.gov/smbus>.

Q. I am a distributor or sales representative of XYZ. I pick up the telephone and place the order. There isn't any installation required or the installation is completed by factory trained personnel. The delivery is arranged by the manufacturer. How do I comply with the Disabled Veteran Business Enterprise requirements?

Transfer the burden of compliance to the manufacturer. Ask your manufacturer:

1. What opportunities do you have to subcontract (delivery, bookkeeping, etc.)?
2. What components of the product do you purchase (nuts, bolts, plastic, wood, cardboard boxes, pallets, etc.)?
3. Is equipment purchased to produce the product (safety glasses, hammer, nail gun, etc.)?
4. Are any of the items identified in questions 1 through 3 currently being provided by DVBEs? If yes, prorate the amount of their participation in the product(s) to be bid and include a copy of their DVBE letter from OSDC.

5. Use the Prime Bidder's Good Faith Effort Worksheet to increase your manufacturer's DVBE participation as follows:

Part I—Contacts

Make a contact in each of the three categories. Request DVBE contacts in the subcontracting or purchasing opportunities you have identified (see questions 1 through 3 above). If you have an out-of state manufacturer ask for contacts in your manufacturer's state.

Part II—Advertisements

Place your advertisements and list your manufacturer's subcontracting or purchasing opportunities. If you have an out-of-state manufacturer you may advertise in their state as long as all of the requirements listed on the Prime Bidder's Good Faith Effort Worksheet are met.

Part III—Solicitations

List DVBE subcontractors and/or suppliers that you or your manufacturer considered for participation in this bid (i.e., those you contacted from the lists provided by the contacts you make in Part I and those who responded to your advertisement in Part II). Indicate if the subcontractor/supplier was selected, a reason if not selected or check "No Response" (if applicable).

Forms

- **Prime Bidder Certification of Disabled Veteran**
- **Prime Bidder Good Faith Effort Worksheet**

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

Page 1 of 2

To be completed by the prime Bidder.

GENERAL INSTRUCTIONS

All or part of the funding for the proposed work/services/equipment/supplies for which your firm is bidding has been made available by the State Allocation Board (SAB) through the Lease-Purchase Program or the State Relocatable Classroom Program and as a result, the contract award must be made in accordance with the SAB participation requirements for Disabled Veterans Business Enterprises (DVBE). The SAB requires that all contracts over \$10,000 awarded must meet a DVBE participation goal of not less than three percent of the contract amount. *If your firm cannot meet the three percent DVBE participation goal, you must demonstrate a good faith effort to attempt to meet the three percent participation.* The school district issuing this solicitation document, not the SAB/OPSC, is responsible to assure compliance with the DVBE program.

PART I—IDENTIFICATION INFORMATION

BIDDER'S NAME		TELEPHONE
BUSINESS ADDRESS		
SCHOOL DISTRICT Kern High School District	COUNTY Kern	APPLICATION NUMBER N/A

PART II—METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS

Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount. If no box can be checked, your bid/proposal will be deemed non-responsive and disqualified.

Important note

Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the district and before the contract is signed.

YOUR BUSINESS ENTERPRISE...	AND YOU...	AND YOU...
A. <input type="checkbox"/> is Disabled Veteran owned and your forces will perform at least three percent of this contract	will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).	
B. <input type="checkbox"/> is Disabled Veteran owned but is unable to perform the three percent of this contract with your forces	will use DVBE subcontractors/suppliers to bring the contract participation to at least three percent	will include a copy of each DVBE letter from OSDS (including yours, if applicable).
C. <input type="checkbox"/> is not Disabled Veteran owned	will use DVBE subcontractors/suppliers for at least three percent of this contract	
D. <input type="checkbox"/> is unable to meet the required participation goals	will complete a Good Faith effort to obtain DVBE participation	will include the Prime Bidder's Good Faith effort Worksheet.

Note

An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained from the participating DVBE. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on page 2

**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN
BUSINESS ENTERPRISE PARTICIPATION**

Page 2 of 2

PART III—DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL

Architectural, engineering, environmental, land surveying or construction management firms complete this part after selection by the district and before the contract is signed. All others must complete this section and include it with the bid.

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by non-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) non-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection or alternates.

	Base Bid/Proposal	Alternate No. 1	Alternate No. 2	Alternate No. 3 or Base Bid B	Alternate No. 4 or Base Bid C	Alternate No. 5 (Modernization or Reconstruction Only)
A. Prime Bidder, if DVBE (own participation)	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A and B)						
D. non-DVBE						
E. Total Bid						

Page 1 of 2

Bidder Name	Contact Person
Business Address	Telephone
School District Kern High School District	County Kern

If specific information is not provided for Parts I through III, you do not meet the test of the “Good Faith Effort” and cannot so certify. If you are qualifying based on a “Good Faith Effort” you must include this form with your bid/proposal to the district.

[illegible]

Continued on page 2

PART II—ADVERTISEMENTS

You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements must be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation (advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	FOCUS	TRADE	
The Kern High School District, as awarding agency, has chosen to waive the advertising requirements.			June 16, 2026 June 23, 2026
The District will complete the advertising requirements for this bid and make the results available to all Bidders.			
Call the Business Services office at (661) 827-3122 for the results.			

PART III—DVBE SOLICITATIONS

List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE...

was selected to participate

THEN...

check "YES" in the "SELECTED" column, include the applicable dollar amount in Part III of the "Prime Bidder Certification of Disabled Veteran" form.

AND...

include a copy of their DVBE letter from OSDC.

was not selected to participate

check "NO" in the "SELECTED" column.

State why in the "REASON NOT SELECTED" column.

did not respond to solicitation

check the "NO RESPONSE" column.

DISABLED VETERANS' BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED THIS SECTION MUST BE COMPLETED	NO RESPONSE
	YES	NO		

IMPORTANT NOTE

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

Certification

I, _____ certify that I am the bidder's Chief executive officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
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DVBE STATE, FEDERAL, AND LOCAL CONTACTS

Information Sources

State Contacts

- **California Department of General Services
Procurement Division**
707 Third Street, 1st Floor, Room 400, West Sacramento, CA 95605
Receptionist: (916) 375-4940 / 24-Hour Recording: (916) 322-5060
Fax: (916) 375-4950
Internet:
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>
- **The Elite SDVOB Network**
Tel: (619) 284-9922
Internet:
<https://www.elitesdvob.org/index.php/component/mtree/california/san-diego/all>
- **California Department of Transportation (CALTRANS)**
Headquarters, 1120 N Street, Sacramento, CA 95814
Tel: (916) 654-2852
Internet:
<https://dot.ca.gov/programs/business-and-economic-opportunity>
- **DBE/DVBE Resource Center**
11 S. Termino Avenue, Suite 214, Long Beach, CA 90803
Tel: (800) 599-6996 ext. 1 / Fax: (562) 439-1398
Internet:
<http://www.compliancenews.com>

Federal Contacts

- **U.S. Small Business Administration (SBA)
Central Contractor Registration (CCR)**
➤ Internet: <http://www.sba.gov>
Follow screen prompts.

Local Contacts

- **Kern High School District**
Business Services Department
5801 Sundale Avenue
Bakersfield, CA 93309
661-827-3122

Advertising Sources

- **California Daily Bid Advisor** (408) 998-0241
- **Challenge News** (800) 298-0240 or (408) 998-0241
- **McGraw-Hill Construction** (626) 932-6161/(212) 904-4376
- **Kern County Builders Exchange** (661) 324-4921
- **Sacramento Builders Exchange** (916) 442-8991