

CONTRACT FOR ARCHITECTURAL SERVICES
FOR
CAMBRIAN SCHOOL DISTRICT
PHASE 1 MODERNIZATION AT PRICE MIDDLE SCHOOL
CONTRACT C21-003

BETWEEN

SUGIMURA FINNEY ARCHITECTS, INC.

AND

CAMBRIAN SCHOOL DISTRICT

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (“**Contract**”) is entered into as of **March 18, 2021**, between the **Cambrian School District** (“**District**”), and **Sugimura Finney Architects, Inc.** (“**Consultant**”), who agree as follows:

1. Scope of Professional Services. The Consultant shall perform all services described in Appendix A (“**Services**”), for the compensation set forth in Appendix C (“**Compensation**”), which appendices are attached and made a part of this Contract.

2. Term. This Contract shall become effective upon its execution by Consultant and by District. All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. Standard of Performance. Consultant shall not assign any portion of this Contract and shall perform the Services using the persons and subconsultants listed in Appendix B (“**Staffing**”). Consultant shall hire only qualified persons who are experienced in performing work of like nature and complexity to the Services, including being licensed to practice in their respective professions, where required by law. Consultant may substitute personnel or subconsultants only upon the District’s written consent, which will not be unreasonably withheld provided Consultant proposes substitute personnel or subconsultants with equivalent qualifications. Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that performs professional services of like nature and complexity of the Services.

4. Indemnification and Liability. Consultant shall indemnify, hold harmless and defend District and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney’s fees, expert witness fees, and other related costs and expenses of litigation) that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers., excepting those which arise out of the sole negligence, willful misconduct or active negligence of the District. Consultant shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorneys' fees and costs, including expert witness fees. Notwithstanding any provision of this Contract, the District shall not be liable to Consultant or any subconsultant, in either contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Contract or the Services. District’s rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its officials, officers, employees and agents.

5. Notices. The District and Consultant shall provide notices to the other in the form of a writing, sent by email and by U.S. Mail, to the following addresses:

**CONSULTANT: Sugimura Finney Architects, Inc.
2155 S. Bascom Ave., Ste. 200
Campbell, CA 95008**

**Attention: Mark Finney
mark@sugimura.com**

**DISTRICT: Cambrian School District
4115 Jacksol Drive
San Jose, California 95124**

**Attention: Penny Timboe
TimboeP@cambridsd.com**

6. Independent Contractor. Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents in connection with the performance of Services under this Agreement. Under no circumstances shall this Contract be construed as creating an employee relationship between Consultant (or personnel performing Consultant's services) and District, employment, agency, joint venture or partnership relationship between District and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from District shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services and/or goods delivered pursuant hereto.

7. Suspension and Termination of Services. (i) District may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates this Contract for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) District may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever District determines that such termination is in District's best interests. In the event District

terminates this Contract for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit on those costs to the termination date, but may recover no other cost, damage or expense. (iv.) If at any time District believes Consultant is in default under this Agreement, District may in its sole discretion, demand Consultant provide District within seven days, written assurances of performance and a written plan to cure such default, and failure to do so shall constitute an event of default.

7a. Suspension and Resumption: If the Project is suspended by the District for more than ninety (90) consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Consultant's services.

7b. Failure to make Payments: Failure of the District to make two consecutive payments to the Consultant in accordance with this Agreement, except for disputed amounts may, upon 15 days written notice to the District and failure to cure before the end of the 15 day period, be considered substantial nonperformance and cause for termination.

7c. Delivery of Documents: Upon termination, abandonment, or suspension, Consultant shall deliver to District all preliminary studies, sketches, working drawings, specifications, computations and all other documents and matters completed by Consultant to which District would have been entitled upon completion of the Consultant's Services.

8. Confidential Information. Consultant agrees that all information disclosed by District to Consultant, or developed by Consultant in the performance of its Services, is confidential and shall be held in confidence and used only in the performance of this Contract. Consultant agrees that it shall not disclose to third parties outside of the District any information, unless and only to the extent necessary for the performance of the Services.

9. Ownership of Work Product. Any interest (except copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services, shall become the property of the District. Regarding copyright interests, Consultant grants District a license to copy and use all studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services, for purposes related to the Project. If District alters or re-uses for construction any drawings, plans or any other design documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Project following termination or completion of the Project, the District agrees to remove the names and seals of the Consultant and the Consultant's consultants, and shall indemnify, defend and hold Consultant harmless from and against any third party claims that result of such

use or reuse of the Consultant's drawings, plans or any other design documents (including electronic media).

10. Audit/Inspection of Records. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least five (5) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, timecards, records and all other data related to matters covered by this Contract. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records at mutually convenient times. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.

11. Disputes. Consultant shall continue its work, and the District shall continue to make payments for undisputed work, throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract. As a precondition to litigation by any party, mediation shall occur before a mediator and at a time/location mutually agreed upon, and if agreement is not reached, then by a mediator and at a time/location selected by the Santa Clara County Superior Court using a list of construction industry mediators qualified by the American Arbitration Association and setting a time/location it deems reasonable (but within 60 days of the initial mediation demand). The cost of such mediation (i.e., the mediator's fees and costs) shall be borne equally between the parties.

12. California Law. This Contract shall be deemed to have been executed in Santa Clara County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in Santa Clara County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

13. No Third Party Beneficiaries. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

14. Entire Contract. This Contract and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

15. No Waiver. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental

entity, shall in no way limit Consultant's obligations under this Contract including, but not limited to, its obligations to perform at all times in accordance with contract standards and requirements. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant.

16. Statutes of limitation. As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

17. Hazardous Materials. In the event the District or Consultant is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the site expressly subject to regulation under state or federal laws governing hazardous materials ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty to immediately notify the other in writing. Upon such knowledge or notice, the District shall promptly retain a qualified consultant to investigate, test, and determine the presence of such Hazardous Substances and, if such Hazardous Substances are found at the site to an unacceptable degree, to provide services that may include, among other things, recommendations as to the removal, encapsulation, or other appropriate handling of such Hazardous Substances. The District shall retain qualified experts in handling of such Hazardous Substances.

18. Professional Credits. Unless the District requests otherwise, the Consultant shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Consultant's professional materials. The Consultant's materials shall not include the District's confidential or proprietary information if the District has previously advised the Consultant in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Consultant on the construction sign and in the promotional materials for the Project.

19. Asbestos Certification. Consultant shall represent to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any contract document that the Architect prepares for the Project. Consultant shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government.

20. Disabled Veteran Business Enterprise Certification. If required for this Project, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Consultant fails to comply with this requirement, the Agreement shall be deemed canceled.

21. Fingerprinting Requirements. Unless exempted, Consultant shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Architect and its consultants must provide for the completion of the certification form attached hereto as Exhibit "3" and incorporated herein by reference prior to any of the Architect's employees, or those of any other consultants, coming into contact with the District's pupils.

22. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

23. Equal Opportunity Employment. Consultant represents it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

24. Prohibited Interests.

1. **Solicitation.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this Warranty, District shall have the right to rescind this Agreement without liability.

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

25. 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.

26. Appendices. The following appendices are part of this agreement.

- Appendix A. Services
- Appendix B. Staffing
- Appendix C. Compensation
- Appendix D. Insurance
- Appendix E. Deliverables
- Appendix F. Project Scope

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

CAMBRIAN SCHOOL DISTRICT, Acting by and through its Board of Trustees

“District”

**Cambrian School District
Penny Timboe
Chief Financial Officer**

Signature: _____

Date: _____

“Consultant”

**Sugimura Finney Architects, Inc.
Mark Finney
Principal**

Signature: _____

Date: _____

APPENDIX A

SERVICES

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and **Sugimura Finney Architects, Inc.** (“**Consultant**”) for the provision of professional services.

1.0 Consultant shall provide the services described here.

1.1 Scope of Services.

Performance of Services will require Consultant to work with, meet with, and attend meetings with District staff and representatives, with inspectors, with testing agencies, with other governmental agencies, with contractors, and with such other consultants as Consultant determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Consultant’s duties under this Agreement (including, but not limited to, Consultant’s express duties of coordination with other consultants).

Except as specifically and expressly excluded from the scope of work in this Appendix A, Consultant shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete each Project, including but not limited to, all architectural services and all acoustical, civil, electrical, seismic, fire protection, mechanical, structural, traffic, safety, Americans with Disabilities Act (“ADA”) access compliance and instrumentation and control engineering services required to perform the Services and complete each Project. (Furniture and equipment may be shown on the Drawings, but furniture and equipment lists, and traffic engineering, however, if necessary, will be compensated as an Extra Service.)

1.2 California School Construction Laws.

Services performed by Consultant shall conform to the requirements of the laws of the State of California applicable to schools construction, including but not limited to, the requirements of the California Business Professions Code, the California Education Code, the California Public Contract Code, and the California Code of Regulations. As required by the California Education Code and Code of Regulations, all plans, specifications, design calculations, site data, and cost estimates, if any, required to be prepared by Consultant, shall be prepared by or under the direct supervision of licensed personnel. As referenced

in those codes, “Responsible Charge” for the work shall be with a Registered Architect/Engineer licensed in the State of California; and such personnel shall also be in “responsible charge” of observation of the construction, as required by those codes.

1.3 Title 24 Compliance.

1.3.1 To the extent applicable to Consultant’s Services, Consultant shall, consistent with the standard of care established by this Agreement, comply with all requirements of all laws as if set forth in this Agreement, including but not limited to, the State Building Code, Part 1, Title 24, California Code of Regulations (“Title 24”). Consultant shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 4-341 of Title 24, which include, but are not limited to, the following:

1.3.2 Prepare all project designs to meet and exceed building standards set by law, including but not limited to, those set forth in Parts 2, 3, 4, 5 and 7, Title 24, in effect at the time of bidding, which are minimum standards applicable to school construction; coordinate submission and approval of same to Division of State Architect (“DSA”).

1.3.3 Coordinate and cooperate fully with the DSA, and any other authority with jurisdiction, to secure timely review and approval of Consultant’s work, including but not limited to:

1.3.3.1 Determining to the best of Consultant’s knowledge the estimated time from submission to DSA of plans and specifications to approval of same, including “bin time” for initial review of plans and specifications, and incorporating same into project schedule;

1.3.3.2 Securing form DSA change order pre-approvals, where appropriate or allowable to minimize Project delays caused by delays in review and approval of change orders;

1.3.3.3 Using Consultant’s best efforts to secure early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.

1.3.3.4 Determine and advise District on four weeks advance notice all necessary DSA fees, so as to avoid any delay.

- 1.3.4 Coordinate and cooperate fully with the DSA in its required observation of construction.
- 1.3.5 Designate an architect or structural engineer in general responsible charge of the preparation of the plans, specifications, and observation of the work of construction for each project.
- 1.3.6 Issue Verified Reports on the form and frequency required by Title 24, showing of consultant's personal knowledge, the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector's, the Contractor's, and the other architects' and engineers' Verified reports are submitted as required by Title 24.
- 1.3.7 Advise on:
 - Selection of resident inspector and testing laboratories;
 - Preparing addenda and change orders as required by conditions on the project.
- 1.3.8 Perform general observation of the work of construction, interpreting the approved drawings and specifications.
- 1.3.9 Receive and act upon all technical correspondence from the State to the architect or registered engineer in general responsible charge of the project.
- 1.3.10 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the project, Consultant's subconsultants, submitting information to DSA, and general direction of the work of the Project Inspector (as set forth in Title 24).
 - 1.3.10.1 Consultant shall establish the extent of the testing of materials consistent with the needs of the project, shall issue specific instructions to the testing agency prior to the start of construction, and shall the DSA as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.
 - 1.3.10.2 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which Project Inspectors shall have been approved by Consultant to DSA, as required by those codes. Said Project Inspectors shall be under the direction of consultant, as required by the California Code of Regulations.

1.4 State Communications: Assist with and coordinate communications with Office of Public School Construction and coordinate any necessary Department of Education approvals.

1.5 Design Criteria.

1.5.1 Unless otherwise permitted in writing by District, Consultant shall not propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a Contractor through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources or when specifically requested by the District.

1.5.2 Unless otherwise permitted in writing by District, Consultant shall not specify unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision. Should District approve Consultant specifying a proprietary or sole source item, Consultant shall recommend and with District approval, assist District by taking appropriate actions to obtain reasonable pricing of the item in the absence of competitive pricing.

1.5.3 Consultant's design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA.

1.6 Coordination with District.

For each phase of the Services under this Contract, Consultant shall prepare and submit for District's acceptance a coordination report or meeting minutes. The purpose of this coordination report or meeting minutes shall be promoting coordination between the District and the Consultant, and to serve as a "to do" list for District in the succeeding phase of Services. The coordination report or meeting minutes for each phase of the Services under this Contract shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Contract. The coordination report or meeting minutes shall list all points of District and Consultant/third party interface, for example, approvals, reviews, design input and supplying information. The coordination report or meeting minutes shall include a listing of Consultant's anticipated specific requirements for information, decisions or documents from District necessary for Consultant's performance of its Services, and required third party

approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project. If submitted as meeting minutes, then the coordination report shall be separately identified as “District’s action Items” and shall then list all required items at least 30 days in advance of the item’s due date.

1.7 Performance Schedule.

The District’s Program Manager shall prepare and maintain a Master Project Schedule. Consultant shall prepare and maintain a Performance Schedule detailing the Consultant’s scheduled performance of the Services designated under the Master Project Schedule. The schedule shall include appropriate District and third party design review durations (in minimum durations of one week for Schematic Design Phase, one week for Design Development Phase and two weeks for 100% Construction Documents phase.)

1.8 Coordination with Other Consultants/Subconsultants.

Consultant shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing its Services. Consultant shall participate in design coordination meetings with its subconsultants and, in addition, with any District prime consultants on other projects contiguous or related to the Project, for coordination of design. District shall have the right, but not the obligation, to set the dates of such meetings, to attend and participate in such meetings, and to remain fully advised and informed of the coordination of design work and the performance of each consultant and subconsultant of their design responsibilities. Such meetings shall occur at least monthly, or more frequently as necessary.

1.9 Monthly Status Report.

Consultant shall provide District with a written Monthly Status Report (MSR) with its monthly invoice. The MSR shall briefly, in a format approved by District, review project status, budget, schedule, work performed and contract deliverables. It shall also describe any areas where performance varies from plan, any actual or anticipated problems and Consultant’s recommendations for preventative or corrective actions. Consultant shall meet with District monthly, or more often as needed, to discuss the Monthly Status Report and to plan actions. Consultant shall prepare and submit to District, minutes of these meeting, summarizing agreed on decisions and action.

1.10 Deliverables Required Under This Agreement.

Required Deliverables are listed in Appendix E. Each deliverable shall be reviewed with representatives of District. Consultant shall promptly correct deficiencies in deliverables and shall promptly make modifications to conform

with Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof included in the fee for Basic Services.

1.11 Consultant's Proposed Scope of Work.

Consultant shall supply District with a copy of its Work Plan, developed for its own internal project planning, tracking and coordination. The work plan shall indicate how the Consultant plans to provide the scope of services and achieve the results described here, and any additional negotiated scope of work items. District receives the Work Plan for information only has no responsibility for approving it. This Appendix A and the Work Plan are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

1.12 Design Verification Review.

Consultant shall review existing District data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. To the extent necessary for Consultant to perform its Services, Consultant shall make an independent assessment of the accuracy of the information provided by the District concerning reasonably verifiable existing conditions (including but not limited to existing utilities and structures) and the adequacy of available design information/technical reports. Consultant shall rely on the results of its own independent investigations and not on information provided by District. Consultant shall conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services and shall advise District of any further design or other services necessary to complete the Project. District will take the lead and Consultant will assist in soliciting, evaluating and executing agreements for information as described above. Consultant will assist District, particularly in defining the need for such information and its requirements upon which District may request proposals.

2. **Schematic Design Phase.** After receipt of an executed contract from the District, Consultant shall prepare and deliver the following schematic design documents to the District:

2.1 Schematic Design Phase Documents.

Schematic Design Phase Documents shall consist of reports containing conceptual layouts, sketches and schematic design criteria with appropriate exhibits, sufficient to present the complete concept of the Project, including all major elements of the building(s), system(s), machinery, equipment, structure(s), and site design(s), proposed for construction which complies with the current program and cost limitations. By way of example, documents in this phase shall include, but are not limited to, the following (where applicable):

- 2.1.1 Plan list
- 2.1.2 Site plan(s)
- 2.1.3 Schedule of building types, equipment, machinery, systems, wall types, roofing systems, HVAC and control systems
- 2.1.4 Wall sections and elevations
- 2.1.5 Outline specifications including architectural, structural, mechanical, electrical, and instrumentation systems and materials proposed
- 2.1.6 Preliminary construction cost estimates, reflecting the anticipated value of the low, responsive, responsible bid for construction of the Project
- 2.1.7 Projects specific analysis of codes, ordinances and regulations
- 2.1.8 Three-dimensional line drawings or plans
- 2.1.9 Initial construction phasing recommendations

Reports, plans and exhibits shall incorporate District's program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other plans necessary to describe the Project. Consultant shall develop Schematic Design Phase reports, plans and exhibits until District has approved an acceptable design concept. Consultant shall participate in progress meetings with District representatives at District's request, up to twice monthly.

Schematic Design Phase reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Consultant's findings and recommendations.

2.2 Design Basis Report.

Consultant shall provide a narrative report describing for each design discipline the rationale for the proposed systems. Disciplines shall include architectural, structural, mechanical, electrical, electronics and security systems, types of

equipment, materials and finishes, and site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations. The design basis report shall include, for major building systems or components, i.e. those comprising 25% of all building systems or components, a description of the top two or three options considered, an evaluation of their pros and cons and why the preferred option is recommended.

3. Design Development Phase. After receipt of District's written approval of the Schematic Design Phase documents, Consultant shall proceed as follows:

3.1 Final Design Criteria.

Consultant shall prepare final design criteria or outline and technical specifications. Consultant shall participate in progress meetings with District representatives and any involved subconsultants, at District's request, up to twice monthly, to review and secure District's written acceptance of final design criteria.

3.2. Design Development Documents.

Consultant shall prepare and submit to District design development documents. Consultant shall revise these documents consistent with the requirements and criteria established by District. These documents shall include the following:

3.2.1 Plans (architectural, civil, electrical, mechanical and structural) sufficient to fix and illustrate project's scope and character in all essential design elements, including but not limited to, site plans, architectural, structural, mechanical and electrical floor and equipment connection plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements.

3.2.2 Revised Plan list.

3.2.3 A tabulation of both gross and assignable floor, pavement and/or yard areas in a comparison to the approved conceptual program area requirements and to the initial program area requirements.

3.2.4 As appropriate, Consultant shall provide to District for its approval a color and materials board, samples of textures and finishes of all materials proposed in the Work.

3.2.5 Updated estimate of the Project's anticipated construction cost (reflecting the anticipated value of the low, responsive, responsible bid of the

project), accompanied with analysis and justification for each element of the estimate. Estimates of Construction Cost represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the District has control over the cost of labor, materials or equipment, or market conditions. Accordingly, the Consultant does not warrant or represent that bids or negotiated prices will not vary from the District's Project Budget.

- 3.2.6 Recommendations for scheduling and phasing of construction. Consultant shall include in these recommendations a list of all permits or similar approvals or fees required by authorities with jurisdiction over the Project, the dates on which applications should be made or fees paid and approvals secured, and shall assist District in filling out applications and supporting documents as necessary, to avoid delay or disruption to the work.
- 3.2.7 Outline specifications for each technical specification section, following Construction Specification Institute conventions, with Part 2 Products of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; and types of structural, mechanical and electrical systems. For major equipment and system specifications, Consultant shall also submit first cost and lifecycle cost analysis, with comparative analysis for the selected equipment/system item and two other alternative equipment/system items considered by Consultant but not selected.
- 3.2.8 Preliminary engineering calculations for all disciplines, including realistic loads, and sufficiently complete for work on Construction Documents to proceed. Prepare for approval by District updated written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

4. Construction Document Phase. After receipt of District's written approval of Design Development documents, and any adjustments in the scope and budget, the Consultant shall prepare the following Construction Documents:

4.1 Final Plans and Specifications.

On the basis of the accepted Design Development documents and the updated cost estimates, schedule for completion and phasing of the Project, Consultant shall prepare for incorporation in the Contract Documents final plans ("Plans") and Specifications to show in detail all of the labor, materials, equipment and/or work to be furnished and performed by Contractor. Consultant shall modify the final plans and specifications in accord with District's final review comments, if any. Plans and Specifications shall set forth in detail the requirement for construction

of all work to be performed or furnished by Contractor. Consultant shall deliver to District two (2) complete sets of final 100% Plans and Specifications.

4.2 Format of Technical Specifications.

Consultant shall prepare final technical specifications in conformance with the sixteen-division format of the Construction Specification Institute. Consultant shall cooperate with District in coordinating the Plans and technical specifications with District's Divisions 0 and 1 standard specifications. Consultant shall provide work descriptions for inclusion into District's standard specifications and shall provide whatever Division 1 construction contract specifications are necessary for the Project and not supplied in District's standard specifications.

4.3 Auto CAD and Other Electronic Data.

Provide AutoCAD (Release 2004 or newer) files of all Plans including as-bid, as-built, and all record Plans, on zip drive or CD (based on the District's horizontal and vertical controls) as requested by District. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, marked-up Technical Specifications, Plans and other data furnished by Contractor to Consultant. Electronic data shall be generated in AutoCAD or Softdesk Release 8 [update to current software as necessary] and shall conform to District standards package (to be supplied.)

4.4 Compliance with Codes, Regulations and Requirements.

All Plans, Specifications, structural design calculations, site data, and cost estimates shall satisfy applicable and required State or Federal law. Consultant shall comply with any other requirements of authorities with jurisdiction over the Project or the Plans and Specifications. Consultant shall comply with the applicable standard of care when preparing Plans and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.

4.5 Supply of Design Calculations.

Consultant shall provide District with copies of all final electrical, mechanical and structural design calculations, organized by specification. Consultant shall provide District with a final update on the final design criteria utilized.

4.6 Quality Levels and Quality Control Procedures.

The Plans and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must satisfy, meet or perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements. Provide District with a separate listing of tests, inspections and reports required under the construction plans and specifications prepared by Consultant, and responsibility therefore, to occur in connection with the Project.

4.7 Phasing Recommendations.

Consultant shall provide, at 50% completion of the construction documents phase, a construction-phasing schedule for the construction work, which will minimize disruption to District operation and adjacent/concurrent construction projects.

4.8 Not used.

4.9 90% Review and Estimate of Construction Cost.

Based on the information contained in the Plans and Specifications, Consultant shall submit, at 90% completion of this Phase, a revised opinion and detailed estimate of Project construction costs, with phasing and scheduling recommendations, coordinated with the Schedule. The detailed estimate shall be organized by CSI or construction trade sections and based on quantities and unit costs with no line item greater than 5% of the total estimate amount. The estimate shall reflect the anticipated value of the low, responsible responsive bid on the construction contracts for the project. If the cost estimate based on the final Plans and specifications exceeds the construction budget as defined in Appendix F, Project Scope as may be amended, the Consultant shall recommend revisions to the plans and specifications that will reduce costs to the budget amount and upon approval of the District, shall make such revisions.

5. Bidding and Award Phase.

5.1 After receipt of District's written authorization to proceed with the Bidding phase, Consultant shall assist the District in administering the bidding and award of the construction contracts. This shall include:

5.1.1 Assisting the District Construction Manager in soliciting interest from potential bidders for the project.

- 5.1.2 Responding to inquiries pertaining to the Plans and Specifications.
 - 5.1.3 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
 - 5.1.4 Prepare written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment, as requested by the District or to respond to bidder requests.
 - 5.1.5 Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services, as requested by the District.
- 5.2 Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a Contractor exceeds the latest accepted estimate of construction costs, District may, at its discretion:
- 5.2.1 Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget.
 - 5.2.2 Reject all bids and rebid the contract.
 - 5.2.3 If the bid amount is more than 6% greater than the Consultant's latest accepted estimate of construction cost rendered during the Construction Documents Phase, District may require Consultant to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project's estimated construction cost for the work to be performed by the Contractor, while still meeting District's project objectives. Consultant shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project's estimated construction costs for the work to be performed by the Contractor within the Project budget for that Contractor's work. Whenever possible, alternates will be additive, not deductive. Deductive alternate shall not be used to meet the 6% limit above.
 - 5.2.4 Abandon the Project and terminate this Contract.

6. Construction Phase. After execution of the construction contract between District and Contractor, the Consultant shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work.

The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The attached Exhibit A-1, Responsibility Matrix describes more fully the Consultant's services during the Construction Phase. This Appendix A and Exhibit A-1 are deemed complimentary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing the District with the broader scope of services shall have precedence.

- 6.1 The Consultant shall attend the pre-construction conference and any dispute resolution conferences and other meetings when requested by the District.
- 6.2 The Consultant shall review and approve Contractor's shop drawings, test reports, substitution requests and other submittals for conformance to the requirements of the Contract Documents. The Consultant shall review the documents with sufficient time in the Consultant's professional opinion to permit adequate review while causing no delay in the Project and shall do so consistent with the terms of the Construction Contract.
- 6.3 The Consultant shall attend weekly progress meetings and visits to the site. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to Consultant's failure to properly perform its duties and responsibilities. If the original schedule is extended for reasons other than the fault of Consultant (or Consultant's consultants), the District may direct additional work monitoring as additional services. Consultant shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or of any other persons or entities performing or supplying portions of the Work.
- 6.4 The Consultant shall make modifications to the construction Contract Documents to correct errors, clarify intent or to accommodate change orders necessary to correct design errors or clarify design intent.
- 6.5 Consultant shall issue necessary interpretations, clarifications and request for information (RFI) replies regarding the Contract Documents, supplemental instructions and change orders as required, with reasonable promptness so as to cause no delay to Contractors or the Project, while allowing sufficient time in the Consultants professional opinion to permit adequate review. Unless mutually agreed to with the District otherwise, the consultant shall respond to RFI's no longer than an average of five working days after their receipt and other submittals no longer than ten days after their receipt.
- 6.6 Consultant shall maintain to the satisfaction of District its own computer database system of RFI's and submittals, compatible with the District's system, showing dates received from and returned to Contractors so that RFI's are processed promptly as to not delay the construction schedule. Consultant shall expedite responses to RFI's that Contractors indicate are time critical. The system shall

shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.

- 6.7 The Consultant shall require any subconsultants to provide the Services listed in this section as applicable and to visit the project during the time that construction is occurring on the Portion of the work related to its discipline and report in writing to the Consultant.
- 6.8 The Consultant shall promptly notify District in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractors.
- 6.9 Based on Consultant's on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules, Consultant shall assist District in its determination of amounts owing to Contractors and recommend, in writing, payments to Contractor in such amounts. Recommendations of payment by Consultant will constitute a representation to District that: the work has progressed to the point indicated, and that to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 6.10 Consultant shall assist and monitor the inspector in establishing and maintaining to the satisfaction of District a computer database (compatible with any database maintained by District) that shall contain complete and accurate records regarding known defective work, work not in conformance with drawings and specifications, and lack of progress of work, and shall cross reference such work to the drawings and specification sections violated. Such database shall be available to District at all reasonable times and be turned over to District upon completion or termination of this Contract.
- 6.11 Consultant shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 6.12 Consultant shall inspect work to determine if work or portions of work are substantially complete, and for development of punchlists, and final completion. Consultant shall perform one (1) punchlist review and one (1) follow-up review. Consultant shall document its findings in writing. The Consultant shall prepare a written punchlist, and other necessary construction closeout documents. [Such work, whenever performed, shall constitute Basic Services.]

- 6.13 The Consultant shall regularly review the reproducible record prints of Plans, showing “as built” conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.
- 6.14 Immediately advise Owner of any anticipated or actual disputes or claims and attempt to resolve disputes. Failing to do so, provide Owner with a written summary of the dispute, the respective positions of the parties and a recommended settlement. Any further Consultant dispute resolution services except as may be due to a deficiency in Consultant’s services will be additional services.

7. **Additional Services.** All Services identified in the foregoing sections of this Appendix A are “Basic Services”. The District may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract (“Additional Services”). Services required to be performed by Consultant upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities.

Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant’s errors, omissions or conflicts of any type in Consultants’ Plans and Specifications prepared. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services, unless mutually agreed to by the District and Consultant.

7.1 Compensation for Additional Services. Consultant shall be compensated for Additional Services as set forth in Appendix C.

7.2 Services. The following services shall be considered Additional Services:

7.2.1 Making revisions in reports, drawings, or other documents, if:

7.2.1.1 Such revisions are not necessary because of a deficiency in Consultant’s Services; and

7.2.1.2 Such revisions are inconsistent with written approvals or instructions previously given by District, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Consultant.

- 7.2.2 Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Consultant has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities.
- 7.2.3 Required out-of town travel beyond limits specified in Appendix C.
- 7.2.4 Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Consultant's deficient performance.
- 7.2.5 Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.
- 7.2.6 Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding.
- 7.2.7 Preparation of applications and supporting documents for governmental grants and permits. (However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the project is within Consultant's scope of Basic Services.) Preparing applications for state funding or for SAB actions.
- 7.2.8 Participating in more than three public meetings. Public meetings exclude normal project meetings with District, users, site committees, contractors, and others and are limited to meeting scheduled specifically for public participation or input.
- 7.2.9 Assisting in actual claims resolution efforts when such claims arise from matters unrelated to Consultant's performance.
- 7.2.10 Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.
- 7.2.11 Providing construction phase Services beyond the contract period, but only to the extent the additional duration increases Consultant's Scope of Services (for example, extended Construction not due to the default of the Consultant, Punchlist and Close Out Services, whenever performed shall be Basic Services.)

- 7.2.12 Providing services in connection with replacement of Work damaged by fire or other causes and furnishing services required in connection with the replacement of such Work.
- 7.2.13 Providing services made necessary by the default or termination of the Contractor.
- 7.2.14 Preparing documents for alternate, fast-track, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase. Notwithstanding the above, Consultant agrees that the preparation of multiple bid documents for the construction management delivery method does not constitute an additional service.
- 7.2.15 Prepare a CADD set of reproducible record prints of Plans, showing “as built” conditions, showing significant changes in the work made during construction, including the locations of utilities, based on marked up prints, plans and other data furnished by the Contractor to the District.

Attachments to this Appendix:

Exhibit A-1, Responsibility Matrix

END OF APPENDIX A

EXHIBIT A-1, RESPONSIBILITY MATRIX

PROGRAM ACTIVITIES	Program Manager (Owners Rep)	Architect	PM / CM	Project Inspector
Assist CFO Develop Needs Assessment, Master Plans	Assist	Responsible		
Assist CFO Develop Design and Materials Standards		Responsible		
Assist CFO Manage Program Staff	Responsible			
Develop and Manage Program Tasks and Milestones	Responsible			
Prepare Program Status Reports	Responsible	Assist	Assist	
Implement Program Management Controls	Responsible			
Develop Implementation Plan	Responsible			
Develop and Manage Program Schedule	Responsible			
Assist CFO Manage Program Budget and Cash Flows	Responsible			
Assist CFO Manage CEQA Compliance	Responsible			
Assist CFO Manage State Funding Coordination	Responsible	Assist		
Assist CFO Manage Labor Compliance Program	Responsible		Assist	
Assist CFO Review Vendor Invoices	Responsible	Assist	Assist	Assist
Assist CFO DOJ Compliance Program	Responsible		Assist	
Assist CFO Public Relations with Board, Public, Site, COC	Responsible	Assist	Assist	
Assist CFO District Safety Program	Responsible		Assist	
Assist CFO Manage Bidding Process, UPCCAA	Responsible			

DESIGN, AND PRE-CONSTRUCTION PHASE ACTIVITIES	Program Manager (Owners Rep)	Architect	PM / CM	Project Inspector
Develop and Manage Overall Project Schedule	Assist	Assist	Responsible	
Develop, Negotiate, Manage Vendor Contracts	Responsible			
Develop and Manage Design Schedule	Assist	Responsible		
Manage Design Programming Process	Assist	Responsible		
Prepare and Coordinate Construction Documents and Specifications		Responsible		
Manage Constructability Reviews	Assist w/ other District staff	Assist	Responsible	Assist (if desired)
Manage Value Engineering Process	Assist	Assist	Responsible	
Construction Cost Estimates		Responsible Program, SD, DD, CD	Collaborate with Architect	
Obtain Design Approvals from District Staff and State Agencies	Assist	Responsible		
Initiate Public Utility Applications	Responsible	Assist	Assist	
BIDDING PHASE ACTIVITIES	Program Manager (Owners Rep)	Architect	PM / CM	Project Inspector
Manage Pre-qualification of Contractors	Responsible			
Prepare Bidding (Front End) Documents	Assist	Assist	Responsible	
Prepare Bid Advertisements	Responsible		Assist	
Prepare Bid Alternates and Unit Price Items	Assist	Responsible	Assist	

Printing and Assembly of Bid Documents		Assist	Responsible	
Develop Construction Schedule (Multi-Prime)			Responsible	
Prepare General Conditions Budget (if Multi-Prime)			Responsible	
Develop Scope Statements (if Multi-Prime)		Assist	Responsible	
Conduct Pre-bid Conference	Assist		Responsible	
Manage Pre-bid Inquiries	Assist	Assist	Responsible	
Prepare Pre-Bid Addenda	Assist	Responsible	Assist	
Manage Bid Opening	Assist		Responsible	
Bid Evaluations	Assist	Assist	Responsible	
Prepare Contracts, Notices of Award, Notices to Proceed	Assist		Responsible	
Procure Project Inspector	Responsible	Assist		
Procure and Manage Abatement Consultant	Responsible			
Procure Testing Labs	Responsible		Assist	
CONSTRUCTION PHASE ACTIVITIES	Program Manager (Owners Rep)	Architect	PM / CM	Project Inspector
District, Public Communications / Relations	Responsible	Assist	Assist	Assist
Move Management	Responsible		Assist	
Manage Public Utilities on-site coordination		Assist	Responsible	
Obtain and Manage Off-Site Permits		Assist	Responsible	
File Pre-construction DSA Documentation	Assist	Responsible	Responsible	Responsible

Manage Single Prime Construction Contract			Responsible	
Manage Trade Contracts (if Multi-Prime)			Responsible	
Conduct Pre-construction Conference			Responsible	
Review and Approve Schedule of Values		Assist	Responsible	Assist
Manage Construction Schedule and Progress (if Multi-Prime)			Responsible	
Manage General Conditions Budget (if Multi-Prime)			Responsible	
Manage DOJ Compliance			Responsible	
Conduct Coordination Meetings. Prepare Minutes.		Assist	Responsible	Assist
Manage Submittals Process		Assist	Responsible	
Interpret Plans and Specifications	Assist		Responsible	
Manage RFI Process		Assist	Responsible	
Manage Substitution Requests		Responsible	Assist	
Construction Layout (if Multi-Prime)			Responsible	
Construction Coordination (if Multi-prime)			Responsible	
Manage Change Order Process		Assist	Responsible	
Negotiate Change Orders		Responsible (scope)	Responsible (Cost)	
Assist CFO Approve Change Orders	Responsible			
Ensure Construction Quality Control		Responsible	Responsible	Responsible
Trade Contractor Progress Payments		Assist	Responsible	Assist
Maintain As-Built Drawings			Responsible (if Multi-prime)	Assist
Safety Compliance			Assist	

Construction Progress Photos			Responsible	
Coordinate Technical Inspection and Testing			Assist	Responsible
Coordinate w/ DSA Field Inspectors				Responsible
Develop Punchlist		Responsible	Assist	Assist
Manage Punchlist Completion			Responsible	
Building Commissioning and Training			Responsible	
Turn over Operations and Maintenance Manuals			Responsible	
Construction Contract Closeout		Assist	Responsible	
File Notices of Completion	Responsible		Assist	
Prepare final Record Drawings			Responsible (if Multi-prime)	
Manage Claims and Disputes	Responsible	Assist	Assist	
DSA Closeout		Responsible	Assist	

END OF EXHIBIT A-1

APPENDIX B

STAFFING

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and **Sugimura Finney Architects, Inc.** (“**Consultant**”) for the provision of professional services.

The Consultant has proposed and District has accepted the following Consultant staff:

<u>Person</u>	<u>Position</u>	<u>Firm</u>
Mark Finney	Principal/Project Architect	Sugimura Finney Architects, Inc.
Linda Mao	Project Manager	Sugimura Finney Architects, Inc.

Subconsultants key staff

To Be Determined

END OF APPENDIX B

APPENDIX C

COMPENSATION

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and Sugimura Finney Architects, Inc. (“**Consultant**”) for the provision of professional services.

1. Basic Services. The District will pay Consultant for Basic Services performed as defined above, a (fixed fee) or (a sliding fee schedule for architectural services). Consultant shall bill for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If District and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix.

Construction Budget: The construction budget is the total dollar cost of the construction contracts allocated to complete the project. Under Multiple-Prime project delivery, the construction phase CM fee and general conditions are also included in the construction budget.

Project Construction Budget \$3,200,000

Basic Services Fixed Fee of \$320,000 + reimbursable allowance of \$6,000 = \$326,000

To assist District in determining progress payments, Consultant shall provide District with its Work Plan as described in paragraph 1.11 of the Agreement. Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

Schematic Design Phase	__ percent	(10%)
Design Development Phase	__ percent	(15%)
Construction Documents Phase	__ percent	(45%)
Bidding or Negotiation Phase	__ percent	(5%)
DSA approvals	__ percent	(5%)
Construction Phase	__ percent	(15%)
Close-out with DSA	__ percent	(5%)

Total Basic Compensation		(100%)

2. Payment Schedule. Progress payments for Basic Services for each phase of the work shall be made monthly based upon Consultant’s percentage completion of the Services pursuant to this Agreement.

2.1 Disputed invoices shall be returned to Consultant within fifteen (15) working days after receipt of invoice.

2.2 Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice as set forth in the attached schedule.

3. **Costs and Reimbursables.** The District will pay Consultant for “**Costs and Reimbursable Expenses**” in addition to compensation for Basic and Additional Services at one and one tenth (1.10) times the amounts invoiced to the Consultant for expenses in the interest of the Project as identified below:

- Expense of printing, plotting and delivery relating to bidding, agency submittals and specific Owner requested prints or plots (other than the base deliverables of plans and specifications identified in the Agreement or identified below as within Basic Services).

The following expenses are included as part of Basic Services and are not allowed to be invoiced as “Costs and Reimbursable Expenses” as defined above:

- Printing and Delivery. Expense of printing, plotting and delivery for milestone submittals, contractor submittals and basic coordination printing.
- Travel. Local Travel (50 miles from either the project site, the Consultant’s office(s), or the District’s office) incurred by Consultant to District locations and local agencies.
- Long Distance Telephone Costs. Long distance telephone calls and long distance telecopier costs are not recoverable on Basic Services, but are recoverable in connection with Additional Services.
- Delivery Costs. Courier services and overnight delivery costs are not recoverable for Basic Services, but are recoverable for Additional Services.

4. **Additional Services.** The District will pay the Consultant for Additional Services as agreed to in a written addendum or amendment (“Amendment”) to this Contract executed by the District and the Consultant. Payment for all such Additional Services shall be in an amount and upon the terms set out by the Amendment. Each such Amendment shall provide for a fixed price or, where payment for such Additional Services is to be on an hourly basis, for a maximum amount. Each Amendment shall also provide for a method of payment (i.e., partial payments or lump sum) and whether it will be based upon percentage of completion or for services billed.

5. Invoices. All payments shall require a written invoice from Consultant in a form acceptable to District. District shall make payment on approved amounts within each invoice within 30 days of receipt.

5.1 Disputed invoices shall be returned to Consultant within fifteen (15) working days after receipt of invoice.

5.2. Payments for Basic and Additional Services and Reimbursable Expenses shall be due and payable upon receipt of the Consultants invoice within 30 days of receipt.

END OF APPENDIX C

APPENDIX D
INSURANCE

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and Sugimura Finney Architects, Inc. (“**Consultant**”) for the provision of professional services.

1. Consultant’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Consultant shall furnish to District satisfactory proof that Consultant has, at its own expense, taken out for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Consultant for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by it, or by anyone for whose acts Consultant may be liable:

1.1 Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, blasting, explosion, collapse of buildings or structures, damage to underground structures and utilities, liability for slander, false arrest and invasion of privacy arising out of construction management operations, blanket contractual liability, broad form endorsement, a construction management endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence, subject to a deductible of not more than \$25,000 payable by Consultant.

1.2 Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1,000,000, each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than \$25,000 payable by Consultant.

1.3 Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits not less than \$1,000,000 each accident, \$1,000,000 per disease and \$1,000,000 aggregate. Consultant’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

1.4 Professional Liability Insurance

Professional Liability Insurance, either (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed \$25,000 for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of five (5) years after the completion of the Services.

2. Insurance policies shall contain an endorsement containing the following terms:

Status of **Cambrian School District** as Additional Insured.

- 2.1 On Consultant's Commercial General Liability policy and Automobile Liability Policy, **Cambrian School District**, and its affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- 2.2 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- 2.3 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
- 2.4 Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than that amount Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- 2.5 Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the giving of written notice described above in subsection 2.3.

Nothing herein contained shall be construed as limiting in any way the extent to which Consultant or any of its permitted subcontractors or subconsultants may be held responsible for payment of damages resulting from their operations.

If Consultant fails to maintain any required insurance, District may take out such insurance, and deduct and retain amount of premium from any sums due Consultant under this Agreement.

END OF APPENDIX D

APPENDIX E

LIST OF REQUIRED DELIVERABLES

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and Sugimura Finney Architects, Inc. (“**Consultant**”) for the provision of professional services.

1. Project Deliverables

1.1. Performance Schedule.

1.2. Consultant’s coordination reports and or meeting minutes for District’s coordination of its activities.

1.3. Monthly Status Report (with each payment application)

1.4. Work Plan

2. Pre-design Phase

2.1 Design Program inclusive of space estimates, preliminary layouts, budget estimate and conceptual documentation

3. Schematic Design Phase. The deliverables required by the Schematic Design Phase are defined in Section 2 of Appendix A and include, but are not limited to, the following deliverables:

3.1. Preliminary layouts, sketches and schematic design criteria, outline specifications, with supporting reports and exhibits.

3.2. Preliminary estimates of construction costs, times of completion, and alternatives.

3.3. Preliminary phasing recommendations, if any.

3.4. Design basis report or specifications.

4. Design Development Phase. The deliverables required by the Design Development Phase are defined in Section 3 of Appendix A and include, but are not limited to, the following:

4.1.1. Design Development Phase plans, specifications, engineering calculations, area calculations.

4.1.2. Updated estimate of construction costs.

- 4.1.3. Preliminary engineering calculations.
- 4.1.4. Construction phasing recommendations and permit requirements, if any.
- 5. **Construction Document Phase.** The deliverables required by the Construction Documents Phase are defined in Section 4 of Appendix A and include, but are not limited to, the following:
 - 5.1.1. 90% construction documents deliverable.
 - 5.1.2. Final DSA approved plans and specifications, including AutoCAD files, and any necessary supplementary conditions to the construction contract.
 - 5.1.3. Final engineering calculations.
 - 5.1.4. CD estimate of construction costs.
- 6. **Bidding.** The deliverables required by the Bidding Phase are defined in Section 5 of Appendix A and include, but are not limited to, the following:
 - 6.1. Written addenda (where necessary).
 - 6.2. Written determinations regarding Proposed substitutes.
- 7. **Construction Phase.** The deliverables required by the Construction Phase are defined in Section 6 of Appendix A and include, but are not limited to, the following:
 - 7.1. Create conforming set of construction documents including addendums.
 - 7.2. Necessary notices, communications, interpretations, clarifications during the construction phase as required by Section 6, and in the format required by Section 6.
 - 7.3. Certificates of Substantial Completion and Final Completion.
 - 7.4. Punchlists and backcheck completion.
- 8. **Post Contract Phase.**

- 8.1. Electronic record sets and sets of reproducible record prints of plans showing changes made during construction is an additional service.
- 8.2. Electronic record sets and sets of prints of Technical Specifications showing changes made during construction is an additional service.
- 8.3. Project Finishes and Materials Notebook is an additional service.

END OF APPENDIX E

APPENDIX F

PROJECT DESCRIPTION

This is an appendix attached to, and made a part of, the Contract dated **March 18, 2021** between the **Cambrian School District** acting through its Board of Trustees (“**District**”) and Sugimura Finney Architects, Inc. (“**Consultant**”) for the provision of professional services.

1. Program and Project Scope

The design program is to be developed by Consultant as a Pre-design Service. Conceptually the District desires modernization of the Price Middle School campus and this contract is for Phase 1 of the modernization.

Phase 1 conceptual scope – Replace the existing outdated classroom HVAC systems to include heating, ventilating, air conditioning, economizers, CO2 sensors, distribution ductwork in existing ceilings, controls, EMS. It is anticipated that phase 1 will require expansion of furnace closets, installation of new classroom casework, new classroom vents and relocation of condensing units. An upgrade to the existing Fire Alarm System is also part of the Phase 1 modernization work. Common area HVAC systems are intended to be replaced in a future modernization phase.

2. Construction Budget.

The Project’s Construction Budget is \$3,200,000.

3. Project Schedule

Consultant’s timetable for the Services shall be as indicated below. Time limits established by this schedule and approved by the District shall not, except for reasonable cause, be exceeded by the Consultant or District. The District and Consultant agree and acknowledge, however, that the performance of the Consultant’s services may depend upon other parties and circumstances which the Consultant cannot control. The schedule, therefore, shall be extended by agreement between the District and Consultant, except to the extent the Consultant (including its consultants) is responsible for Project delays.

Complete Scope Development	April 2, 2021
Complete CD’s, CD estimate and DSA submission	August 6, 2021
Receive DSA comments	January 1, 2022
Complete DSA backcheck and approval	February 1, 2022
Construction start	June 6, 2022
Classroom occupancy	September 5, 2022
Construction completion	November 5, 2022

END OF APPENDIX F