

**NOTICE INVITING PROPOSALS FOR  
ON CALL ARCHITECTURAL AND  
ENGINEERING SERVICES**

The San Bernardino City Unified School District (“District”), Facilities Management Department, is requesting proposals from firms and individuals for architectural and engineering services for various modernization and new construction projects for the District’s \$700,000,000 to \$830,000,000 Facilities Capital Improvement Program. Copies of the Request for Proposals (“RFP”) are available by e-mail, in person at the address below, or from the District’s web site: [www.sbcusd.com](http://www.sbcusd.com) In order to be considered, one (1) original and three (3) copies of the proposal must be received at the address indicated below by personal delivery or U.S. Mail on or before **July 5, 2007, 4:00 P.M. Pacific Time**. All local, qualified providers of services described in the RFP are encouraged to participate in this procurement and to submit proposals. The District will monitor this participation by requiring all prospective consultants to complete and submit a registration form for the District’s Local Business Outreach Program. The form is included in the RFP and is available on line at [www.sbcusdfacilities.com](http://www.sbcusdfacilities.com). The District, at its sole discretion, reserves the right to reject any proposal not responsive to the RFP and/or received after the deadline stated herein. Proposals must be submitted in a sealed envelope, addressed as indicated below, with the name and address of the consultant in the upper left corner of the envelope under which should be clearly printed: PROPOSAL FOR ON CALL ARCHITECTURAL AND ENGINEERING SERVICES

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
Facilities Management Department  
777 North “F” Street  
San Bernardino, California 92410  
Tel: 909-381-1238  
[susan.deleon@sbcusd.k12.ca.us](mailto:susan.deleon@sbcusd.k12.ca.us)



**REQUEST FOR PROPOSALS  
FOR  
ON CALL ARCHITECTURAL AND ENGINEERING SERVICES**

**VARIOUS SCHOOL FACILITIES CONSTRUCTION AND  
MODERNIZATION PROJECTS**

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
FACILITIES MANAGEMENT DEPARTMENT**

**JUNE 14, 2007**

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**REQUEST FOR PROPOSALS  
FOR  
ON CALL ARCHITECTURAL AND ENGINEERING SERVICES  
  
VARIOUS CONSTRUCTION AND MODERNIZATION PROJECTS  
  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
FACILITIES MANAGEMENT DEPARTMENT**

**JUNE 14, 2007**

**1. REQUEST FOR PROPOSALS**

The San Bernardino City Unified School District (“District”) requests proposals and statements of qualifications from qualified entities and individuals to provide professional on call architectural and engineering services (“Services”) for various new construction and modernization projects of the District’s Facilities Capital Improvements Program with an estimated construction cost of \$700,000,000 to \$830,000,000.

Services will include but not be limited to small comprehensive architectural and engineering design projects of limited scope with estimated construction cost of \$1.5 million or less. Other contemplated Services may include planning studies, investigations and other services as outlined in the draft Exhibit A (scope of work) to the draft master services agreement, Attachment A.

**2. PROPOSALS DUE DATE AND TIME**

In order for proposals to be considered by the District, one (1) original and three (3) copies of the proposal must be received by the District at the address stated in Paragraph 3 herein below by personal delivery or by U.S. Mail by the following date and time:

**July 5, 2007, 4:00 P.M., Pacific Time**

The District reserves the right to reject any proposal received after the deadline stated above.

**3. CONTACT PERSON AND ADDRESS FOR SUBMISSION OF PROPOSALS**

Interested entities and individuals (collectively referred to as “Consultants”) are invited to submit proposals to the following contact person and address:

Susan De Leon, Manager, Business Outreach  
Facilities Management Department  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
777 North “F” Street , San Bernardino, California 92410  
Tel: 909-381-1238 \* Fax: 909-885-4218  
[susan.deleon@sbcusd.k12.ca.us](mailto:susan.deleon@sbcusd.k12.ca.us)

#### **4. SEALED ENVELOPE, CLEARLY MARKED**

Proposals shall be submitted in a sealed envelope, addressed to the contact person and address indicated above, with the legible name and address of the Consultant in the upper, left corner, under which shall be clearly printed: PROPOSAL FOR ON CALL ARCHITECTURAL AND ENGINEERING SERVICES

#### **5. FACILITIES CAPITAL IMPROVEMENTS PROGRAM**

The District's Facilities Capital Improvements Program consists of new construction and modernization projects of various sizes and scopes of work for K-12 school facilities with an estimated construction cost of \$700,000,000 to \$830,000,000 over the next five (5) years.

#### **6. REQUESTS FOR INFORMATION**

Questions about the Request for Proposal ("RFP") process or the District's Facilities Capital Improvement Program may be directed to:

Susan De Leon, Manager, Business Outreach  
Facilities Management Department  
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT  
777 North "F" Street, San Bernardino, California 92410  
Tel: 909-381-1238 \* Fax: 909-885-4218  
[susan.deleon@sbcusd.k12.ca.us](mailto:susan.deleon@sbcusd.k12.ca.us)

#### **7. SCOPE OF SERVICES**

Services will include but not necessarily be limited to those services stated in the DRAFT Exhibit A to the DRAFT Master Agreement for On Call Architectural and Engineering Services ("Agreement"), ATTACHMENT A to this RFP, to assist Consultants in developing their proposals.

#### **8. SELECTION PROCESS AND SCHEDULE**

##### **8.1 Selection Process**

**8.1.1** The District intends, through this RFP, at the sole discretion of the District, to establish a shortlist of Consultants eligible to provide Services for various construction projects as determined by the District through review and numerical ranking of the Consultants' proposals. Subsequent to establishing the shortlist, the District plans to enter into negotiations for the purpose of entering a master agreement with one or more of the selected Consultants.

**8.1.2** Upon the execution of master agreements with Consultants and as the District identifies the need for the Services, the District will request a proposal from one or more Consultants related to one or more specific construction project(s). Upon selection of a

Consultant to perform the Services, the district will issue a work order called Assignment of Project (AOP) to the Consultant. The AOP will show a total not-to-exceed cost to the District and line items that specify the services to be provided by the Consultant. The District anticipates issuing numerous AOP's in order to meet the overall needs of its Facilities Capital Improvements Program.

- 8.1.3** Depending upon the complexities of the project, the District, at its sole discretion, may require Consultants to execute the District's Standard Architectural Services Agreement, a copy of which will be provided to Consultants upon request.

## **9. DISTRICT POLICIES REGARDING SUBMISSIONS OF PROPOSALS**

- 9.1 No Reimbursement.** The District will not reimburse Consultants for time and/or costs that they incur in preparing their proposals.

- 9.2 Right to Request Additional Information.** The District reserves the right to request additional information from the Consultants in order to make a fully informed decision regarding the selection of Consultants.

- 9.3 Right to Reject Proposals.** The District reserves the right to reject any and all proposals.

- 9.4 Independent Contractor.** Consultants hired by the District as a result of this RFP are independent contractors and are not employees of the District.

- 9.5 Insurance Requirements.** Although not required for the proposals, Consultants shall meet the District's requirements for insurance coverage delineated in EXHIBIT E to the DRAFT Agreement, ATTACHMENT "A" hereto. Consultants shall provide proof of insurance satisfactory to the District as a condition precedent to the District's execution of agreements with Consultants.

- 9.6 Criminal Background Investigation.** Although not required for the proposals, Consultants shall submit a completed and signed *Form Fingerprint and Criminal Background Check Certification – In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et sec.*, a copy of which is attached hereto as ATTACHMENT B, as a condition precedent to the District's execution of agreements with Consultants.

- 9.7 Section 16: Disabled Veterans Business Enterprise.** Prior to, and as a condition precedent for final payment under any contract for the Services, the Consultants shall provide documentation satisfactory to the District, identifying the amount of compensation paid to disabled veteran business enterprises in connection with the Consultants performance of the agreement, so that the District can assess its success at meeting this goal: In accordance with Education Code Section 17076.11, this District has a participation goal for disabled veteran business enterprises of at least three (3) percent per year of the overall dollar amount of funds allocated to the District by the State

Allocation Board pursuant to Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school facilities and expended each year by the District. A copy of Board of Education Policy Number 3323 is attached hereto as ATTACHMENT C.

**10. REQUIRED PROPOSAL FORMAT AND CONTENT**

**10.1 Prescribed Proposal Format.** Proposals submitted in formats other than the format described herein may be rejected at the sole discretion of the District.

**10.2 Proposal Format Requirements.** Proposals – one (1) original and three (3) copies – shall be submitted in three-ring binders on 8 ½” by 11” paper, single-sided, with consecutive page numbers (**proposals not submitted in three-ring binders may be considered non-responsive; “bound” proposals may be considered non-responsive**). Sections of the proposals shall be divided by labeled tabs that correspond to the Table of Contents. All text shall be in a clear, legible font. Language shall be clear, concise and economical. Judicious use of relevant, clearly identified photos is acceptable. Each section shall conform to the page limits specified herein below in Paragraph 10.4.

**10.3 Emphasis of Proposals.** In preparing proposals, the District asks the Consultants to be mindful that, in addition to placing strong emphasis on the Consultant’s overall ability to provide the Services, major factors for the District’s consideration will be the Consultant’s successful experience on public works projects and, more specifically, similar K-12 programs, and the specific credentials and experience of the firm’s principals and the professionals who will be assigned to work on District’s projects. Consultants submitting proposals shall include the qualifications and experience of the afore-mentioned individuals.

**10.4 Content and Order of Proposal and Selection Criteria.** The Consultants’ proposals shall contain the following sections in the order prescribed below. Consultants are instructed to adhere to the page limits set down below. The District suggests the Consultants take notice of the points available for each section of the proposal that in sum determine the total points awarded for each proposal. Proposals that do not conform to the requirements set forth below may be considered non-responsive and as such may not be considered by the District.

<u>Section Title</u>	<u>Page Limit</u>	<u>Points</u>
Section 1 - Letter of Interest	1	0
Section 2 - Table of Contents	1	0
Section 3 - Consultant Firm Data	3	15
Section 4 – Current Workload and Availability	1	15
Section 5 -Resumes (Principals and persons that the Consultant brings to the project)	As required	30

Section 6 - Hourly Rates and Reimbursable Expenses	1	25
Section 7 - Philosophy, Approach and Technical Capabilities	2	10
Section 8 - Litigation History	As required	5
Section 9 - Equal Employment Opportunity Policy	As required	0
Section 10 - Additional Information (Optional)	1	0
Section 11 - Local Business Outreach Program	1	0
		<hr/>
	<b>Total</b>	<b>100</b>

**Section requirements are as follows.**

**Section 1: Letter of Interest**

The proposal shall be introduced with a Letter of Interest that presents information that the Consultant deems to be of key relevance to the scope of services specified in EXHIBIT A to the draft Agreement, ATTACHMENT A.

**Section 2: Table of Contents**

The Table of Contents shall reflect the order stated herein and shall include section titles and page numbers.

**Section 3: Consultant Firm Data**

The following shall be stated:

- A. Name of the Consultant, address, telephone/fax numbers and email address
- B. Contact person’s name and title
- C. Type of business organization; i.e., sole proprietorship, partnership, corporation (identify the state in which incorporated)
- D. Organization chart
- E. Number of current employees, including management
- F. Number of years in business of providing the Services
- G. Consultant firm’s statement of qualifications
- H. Most recent five years work experience on public works projects.
- I. Most recent five years work experience on public K-12 projects
- J. Name of the person who will sign the agreement

**Section 4: Current Workload and Availability**

The following shall be stated:

- A. Consultant’s ability to provide the Services in a timely manner.

- B. Does consultant provide the Services exclusively?
- C. Consultant’s current and anticipated commitments involving personnel that Consultant will assign to the District’s projects.
- D. Consultant’s anticipated start date and completion date for each of the commitments referred to in the item next above.

**Section 5: Personal Resumes**

The Consultant shall submit a resume for each principal and for each professional that the Consultant may assign to the District’s projects. Each resume shall include but not be limited to the following information:

- A. Years of experience in providing Services
- B. Education
- C. Professional registrations, certifications and affiliations
- D. Project-specific experience, with focus on public projects and emphasis on K-12 projects
- E. Qualifications and experience; (dates and duration) in the Services, and, for each project listed, the name of firm where employed.

**Section 6: Hourly Rates**

The Consultant shall state in a table in the following format the fully burdened hourly rates of all proposed personnel, including names, titles.

Name	Title	Hourly Rate
_____	_____	_____
_____	_____	_____

**Section 6.1: Table of Reimbursable Expenses**

The Consultant shall provide a table of reimbursable expenses on a unit cost basis, if applicable.

**Section 7: Philosophy, Approach & Technical Capabilities**

The Consultant shall state his/her/its philosophy and approach to providing the Services.

The Consultant shall state his/her/it’s capability to undertake appropriate methods to resolve problems associated with the Services and to perform the Services.

**Section 8: Civil Litigation History - Construction Related**

The Consultant shall state all construction-related litigation in the last five (5) years, filed either by an owner, owner’s consultant or contractor against the Consultant or

Consultant's employees. State the beginning and end date, or anticipated end date, of each lawsuit, case or proceeding and the judgment or resolution or the anticipated judgment or resolution.

Identify if the Consultant or any employee of Consultant who is a party to an existing dispute with an owner, owner's consultant or contractor, or firm, related to any project for which the Consultant provided the Services. The Consultant shall describe the nature of the dispute and its anticipated outcome.

The Consultant shall state whether the Consultant has or has not filed a petition for bankruptcy. If the Consultant has filed a petition for bankruptcy, the Consultant shall provide the date the petition was filed and identify the jurisdiction in which the petition was filed.

### **Section 8.1: Criminal Prosecution History**

The Consultant shall identify Consultant's employees, past and present, if any, who have been a defendant or a person of interest in connection with a criminal prosecution and/or grand jury indictment and for each, the Consultant shall describe the nature of the case and its outcome or its anticipated outcome.

The Consultant shall disclose the complaint(s), if any, that have been lodged against the Consultant with the any local public agency, any agency of the State of California or any agency of any other State or any professional organization with which the Consultant is affiliated and, if so, please describe the nature of the complaint(s) and its outcome or its anticipated outcome.

### **Section 8.2: Insurance Claims History**

The Consultant shall describe the outcome of claims, if any, filed against Consultant's general liability or professional liability or automobile liability insurance carriers during the past five (5) years.

### **Section 9: Equal Employment Opportunity**

The Consultant shall describe Consultant's equal employment opportunity policy.

The District is an equal opportunity employer and, as such, the District does not engage in unlawful, discriminatory employment or contracting practices. The District undertakes actions to ensure that employees and applicants are treated without regard to their race, color, ancestry, national origin, religion, marital status, sex, sexual orientation, physical or mental handicaps, medical condition, special disabled or Vietnam era status or, within the limits of the law and District regulations, age or citizenship. The District requires Consultants to follow these same practices in both employment and contracting matters and to communicate these policies within their organizations.

**Section 9.1: U.S. Legal Residency**

The Consultant shall state whether or not the Consultant and the employees that Consultant may assign to the District's projects are legal residents of the United States of America.

**Section 10: Local Business Outreach Program.** The Consultant is requested to submit the Local Business Outreach Program (LBOP) registration form. The District is using this form to monitor the participation of local professional services providers in the Facilities Capital Improvement Program. Copies of the LBOP brochure and LBOP registration form are attached hereto as ATTACHMENT D.

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**  
**777 North "F" Street**  
**San Bernardino, California 92410**

**MASTER AGREEMENT FOR**  
**XXXX**  
**FACILITIES MANAGEMENT DEPARTMENT**

This MASTER AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this xx day of xxxx, 2007, by and between the **San Bernardino City Unified School District** (hereinafter referred to as "DISTRICT"), located at 777 North "F" Street, San Bernardino, California 92410, and ----- (hereinafter referred to as "ARCHITECT"), located at ---- -----, and both parties hereinafter referred to collectively as the "Parties" and each individually as "Party".

**RECITALS**

**WHEREAS**, the DISTRICT is authorized by Sections 4525 et seq. and 53060 of the California Government Code to contract with and employ any person or persons for the furnishing of special services and advice in financial, economic, accounting, engineering, architectural, environmental services, legal or administrative matters, if such person or persons is specially trained and experienced and competent to perform the special services required; and,

**WHEREAS**, the ARCHITECT itself is, or those hired by the ARCHITECT are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on a limited basis; and,

**WHEREAS**, the DISTRICT desires to engage the ARCHITECT to perform certain professional services in connection with the assigned project to the ARCHITECT by the DISTRICT ("Project") and the ARCHITECT represents that the ARCHITECT is fully qualified and willing to perform the services hereunder;

**NOW THEREFORE**, for and in consideration of the covenants and conditions hereinafter set forth, the Parties do mutually agree to all terms and conditions herein.

**ARTICLE 1  
TERM OF AGREEMENT**

**1.1 PERIOD OF AGREEMENT**

This Agreement shall be for a period beginning **xxxx xxx xxxx**, and continuing through **xxxxx xx xxxx**. When both parties agree, this Agreement may, by written amendment, exercise an option for renewal not to exceed one-year intervals, at the expiration of each subsequent year of enforcement, up to a five-year period.

**ARTICLE 2  
ARCHITECT'S SERVICES**

**2.1 ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES**

DISTRICT maintains a list of qualified firms for on-call architectural services including but not limited to small comprehensive architectural and engineering design projects of limited scope with estimated construction cost of \$1.5 million or less. Other contemplated services may include planning studies, investigations and other services as outlined herein on an as-needed basis. ARCHITECT shall be on call to provide services for specific projects. The ARCHITECT shall perform architectural and engineering services as authorized by the DISTRICT and with the accuracy and clarity necessary for construction bidding and construction. Said services are related to the DISTRICT's facilities projects and include the acquisition of new school or other sites and projects at new or existing educational, administrative and other sites whether owned, leased or controlled by the DISTRICT.

**2.2 MASTER AGREEMENT, SCOPE OF WORK, AND ASSIGNMENT OF PROJECTS**

This Agreement constitutes the Master Agreement between the DISTRICT and the ARCHITECT and sets forth the basic terms and conditions of the relationship. The **Scope of Work – Exhibit “A”** herein incorporated in this Agreement describes the project objectives and defines in general terms the tasks to be completed. The ARCHITECT shall perform the services stipulated in Exhibit A in accordance with the terms of this Master Agreement. Similarly, the Agreement shall be supplemented by the DISTRICT with individual **Assignment of Projects (“AOP”) – Exhibit “B”** herein incorporated and made a part thereof of this Agreement. The aforesaid AOP shall particularize and more fully describe each individual task. The AOP shall include the ARCHITECT's proposal for said services, the specific scope of work, timeline for the specific project and all costs to the DISTRICT for the services thereunder. Services beyond the services described within the EXHIBIT A, shall be mutually negotiated and clearly described within the AOP, and may include the services as stated in the Standardized Architectural and Engineering Services Agreement. The ARCHITECT and those services performed by the ARCHITECT under this Agreement shall, in all cases in which the ARCHITECT is assigned a task or Project under an AOP, continue to be governed by all the terms of this Master Agreement and the specific responsibilities and individual tasks set forth and described in the AOP. Such AOP and all inclusions as described herein shall not be changed or altered in any manner without

the prior written approval of the DISTRICT, and if the ARCHITECT performs any tasks or services not set forth in the AOP and which have not been authorized in advance by the District, in writing, the DISTRICT shall not be obligated to pay the ARCHITECT for such unauthorized tasks or services.

### **2.3 ARCHITECT'S BASIC SERVICES**

The ARCHITECT'S Basic Services ("Basic Services") will vary from one AOP to another and will be specifically defined therein for each individual Project as set forth under Article 2 of **Exhibit A** (Scope of Work). The ARCHITECT shall furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply all Basic Services as defined in the AOP. All Basic Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

### **2.4 ARCHITECT'S ADDITIONAL SERVICES**

Additional Services ("Additional Services") under this Agreement shall include those services performed by the ARCHITECT as a result of unusual circumstances. The Parties did not reasonably anticipate such services as would be necessary at the execution of this Agreement, which arise through no fault or neglect on the part of the ARCHITECT, and which cause the ARCHITECT to incur additional expenses as a result of such Additional Services. The DISTRICT may, at any time during the term of this Agreement, request that the ARCHITECT perform Additional Services, and the ARCHITECT shall not perform Additional Services without the prior mutual agreement by the Parties in the form of a written amendment to the AOP, specifically authorizing and instructing the ARCHITECT to perform such Additional Services. The DISTRICT shall not pay the ARCHITECT for Additional Services performed by the ARCHITECT without prior written amendment as set forth in this Paragraph 2.4.

### **2.5 ASSIMILATION OF PROJECTS FROM A DIFFERENT ARCHITECT**

It may be necessary for the ARCHITECT to assume and assimilate additional projects from another ARCHITECT. During the period prior to ARCHITECT'S full responsibility, the DISTRICT will describe and delineate how these responsibilities will occur and shall provide a schedule of transition. The intent of this transitional period is to efficiently and gradually transfer functional responsibility from the former ARCHITECT to the ARCHITECT. The ARCHITECT shall be able to absorb and assume all the responsibilities at a reasonably set assumption date.

## **ARTICLE 3**

***ARCHITECT'S FEE AND DISTRICT'S PAYMENT THEREOF***

***3.1 BASIC SERVICES***

The DISTRICT shall compensate the ARCHITECT for Basic Services as specifically determined in each AOP, in accordance with a schedule of fully burdened hourly rates and/or unit prices as set forth in **Exhibit "C"- Schedule of Fees** (the hourly rate of all ARCHITECT personnel/positions to be used in any given project). Compensation for Basic Services for each AOP shall be subject to a total Not-to-Exceed (NTE) aggregate amount specified in AOP therein, which can be increased only by written amendment signed by the Parties.

***3.2 BIENNIAL PRICE ADJUSTMENTS***

The first rate increase hereunder shall be effective no sooner than **July 1, 2009**. Thereafter, rates shall not be increased more often than once every two years and shall be negotiated with the DISTRICT prior to any price increases by the ARCHITECT. ARCHITECT must advise the DISTRICT in writing of any proposed new rates at least three (3) months in advance of the proposed effective date of any rate adjustment.

***3.3 REIMBURSABLE EXPENSES***

The DISTRICT shall compensate the ARCHITECT, at cost and at no markup, for Reimbursable Expenses ("Reimbursable Expenses"), provided that the DISTRICT has authorized such Reimbursable Expenses in advance and as described below in writing.

- a) fees advanced for securing approval of public agencies having jurisdiction over any Project hereunder; and
- b) all reasonable expenditures made by the ARCHITECT or its employees for any Project covered by the AOP, including but not limited to long distance telephone calls, telex, express mail or delivery, photocopies of bid documents, and document reproduction.

Reimbursements shall not be made for services that are directly related to the Basic Services of the ARCHITECT as set forth herein.

***3.4 INVOICING AND PAYMENT***

The ARCHITECT shall submit to the DISTRICT, by the fifth (5<sup>th</sup>) working day of the month, a detailed invoice for the preceding month in the format provided as **Exhibit "D," Invoice Format**, hereunder. Upon the DISTRICT's receipt and approval of such invoice, the DISTRICT shall issue payment to the ARCHITECT within ninety (90) calendar days. If the DISTRICT disputes any portion of such invoice, the DISTRICT shall promptly notify the ARCHITECT and shall pay the undisputed balance until such time as when the disputed invoices has been resolved, then payment shall be made accordingly. The DISTRICT shall not pay any fees for services contemplated hereunder but not performed.

***ARTICLE 4***

***RESPONSIBILITIES OF THE ARCHITECT***

***4.1 ARCHITECT’S ADDITIONAL RESPONSIBILITIES***

In addition to the Basic Services and Additional Services set forth under Article 2 above, the ARCHITECT shall have the responsibilities set forth in this Article 4.

***4.2 ARCHITECT AS AN INDEPENDENT CONTRACTOR***

***4.2.1 Responsible for All Employees.*** The DISTRICT retains the ARCHITECT as an independent contractor and ARCHITECT is not an employee of the DISTRICT. Any additional personnel performing services herein on behalf of the ARCHITECT shall be under the ARCHITECT’s exclusive direction and control. The ARCHITECT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services herein and as required by law, and shall be responsible for all reports and obligations respecting such employees, including but not limited to social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance. The ARCHITECT shall, if applicable, abide by the DISTRICT’s Labor Compliance Program (“LCP”).

***4.2.2 Independent Calling, District Control of Results.*** The ARCHITECT shall perform the services herein to achieve the results required hereunder in the ARCHITECT’s own independent way, in the pursuit of the ARCHITECT’s independent calling. The ARCHITECT shall, however, be under the direct control of the DISTRICT as to the results to be accomplished, but not as to the means or manner by which such results are to be accomplished.

***4.3 PROJECT STAFFING***

The ARCHITECT shall provide adequate staff and resources to facilitate all of ARCHITECT’s services herein.

***4.4 SUBCONTRACTORS/SUBARCHITECTS***

ARCHITECT agrees to bind each and every subARCHITECT to the terms of this Agreement as far as such terms are applicable to subARCHITECT's work. If ARCHITECT shall subcontract any part of this Agreement, ARCHITECT shall be fully responsible to the DISTRICT for any and all acts or omissions of ARCHITECT’s subARCHITECTs and of persons either directly or indirectly employed by ARCHITECT. Nothing contained in the Agreement shall create any contractual relations between any of the ARCHITECT’s subARCHITECTs and the DISTRICT.

***4.5 MEETINGS***

The ARCHITECT shall attend all meetings as reasonably deemed necessary by the DISTRICT and that may be required by other governmental agencies in connection with the work and services herein.

#### **4.6 STANDARD OF CARE**

The ARCHITECT shall perform all services herein in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. The ARCHITECT represents that ARCHITECT is skilled in the professional calling necessary to perform the services. ARCHITECT warrants that all of ARCHITECT's employees and subARCHITECTs shall have sufficient skill and experience to perform the services assigned to them and that the ARCHITECT, its employees and subcontractors or subARCHITECTs have all legally required licenses, permits, qualifications and approvals necessary for the services hereunder and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Any of the ARCHITECT's employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of ARCHITECT's employees who fail or refuse to perform the services in a manner acceptable to DISTRICT, shall be promptly removed from the Project by the ARCHITECT and all not be reemployed to perform any of the services or to work on the Project.

#### **4.7 SAFETY**

The ARCHITECT shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the services herein, the ARCHITECT 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 ARCHITECT's employees and subcontractors, the DISTRICT's personnel, students, and the public, appropriate to the nature of the services herein and the conditions under which such services are to be performed. Safety precautions shall include but not be limited to, adequate life protection and life saving equipment and procedures, safety apparel as necessary or as required by law, adequate facilities for proper inspection and maintenance of all safety apparatus and measures, and instructions to all of ARCHITECT's employees and subcontractors regarding all safety and accident prevention aspects of performance of the work herein

#### **4.8 LAWS AND REGULATIONS**

The ARCHITECT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the services herein, including but not limited to, all California Code of Regulations Title 24 and Cal/OSHA requirements. The ARCHITECT shall be liable for all violations of such laws and regulations in connection with the services herein.

#### **4.9 PREVAILING WAGES**

Wage rates for the work herein shall be in accordance with the general, holiday and overtime prevailing wage rates in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the Agreement as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations will, upon request, be made available by the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement, and ARCHITECT shall comply with all of the provisions contained therein:

- i) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and
- ii) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Section 16000 et seq.).

**4.10 EQUAL OPPORTUNITY EMPLOYMENT**

The ARCHITECT represents that the ARCHITECT is an equal opportunity employer and that ARCHITECT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. The ARCHITECT shall also comply with all applicable DISTRICT policies relating to equal opportunity employment or other related programs or guidelines currently in effect or hereinafter enacted by the DISTRICT.

**4.11 MAINTENANCE OF RECORDS**

**4.11.1 Construction Records.** The ARCHITECT shall maintain complete and accurate records with respect to all work performed by the ARCHITECT hereunder. Such records shall be made available by the ARCHITECT at all reasonable times during any period during which services are provided hereunder and for four (4) years from the date of the filing of the Notice of Completion for any AOP under this Agreement.

**4.11.2 Accounting Records.** The ARCHITECT shall maintain complete, accurate and clearly identifiable records with respect to all costs and expenses incurred by the ARCHITECT under this Agreement. Such records shall be made available by the ARCHITECT at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement.

**4.12 REPORTS TO STATE AGENCIES**

The ARCHITECT shall provide copies of all reports required to be submitted to applicable regulatory State agencies to the DISTRICT, whether or not such reports are required by such agencies to be submitted to the DISTRICT.

**ARTICLE 5**

***RESPONSIBILITIES OF THE DISTRICT***

The DISTRICT shall notify the ARCHITECT of all administrative procedures required for any Project hereunder and shall name a representative authorized to act on the DISTRICT's behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay of the progress of any Project hereunder.

***ARTICLE 6  
DISTRICT APPROVAL OF ARCHITECT'S WORK***

All work prepared by the ARCHITECT in connection with the services herein shall be subject to the approval of the DISTRICT and any and all applicable regulatory State agencies, and shall be the property of the DISTRICT.

***ARTICLE 7  
REPLACEMENT OF KEY PERSONNEL***

***7.1 REPLACEMENT BY ARCHITECT***

The ARCHITECT shall not, during the term of the Agreement, change any of the ARCHITECT's key personnel as identified by the ARCHITECT in ARCHITECT's proposal for the work herein except with the written consent of the DISTRICT, unless the key personnel, whether an individual or individuals, prove to be unsatisfactory to the ARCHITECT and cease to be in the ARCHITECT's employ.

***7.2 REPLACEMENT DUE TO DISTRICT REQUEST***

If DISTRICT reasonably requests ARCHITECT to change any key personnel, the ARCHITECT shall replace such key personnel within five (5) working days after ARCHITECT's receipt of the written request from the DISTRICT.

***ARTICLE 8  
OWNERSHIP OF MATERIALS AND CONFIDENTIALITY***

***8.1 OWNERSHIP OF WORK PRODUCTS***

All materials and data required to be made or kept pursuant to federal, State or local laws, rules or regulations, prepared or collected by the ARCHITECT pursuant to this Agreement, shall be the sole property of the DISTRICT, except that ARCHITECT shall have the right to retain copies of all such documents and data. The DISTRICT shall not be limited in its use of such materials and data, provided that the DISTRICT shall indemnify and hold harmless the ARCHITECT for any such use not within the purposes intended by this Agreement, including the release of this material to third parties for a use not intended by this Agreement.

**8.2 TRANSFER OF WORK PRODUCTS**

The ARCHITECT shall provide all such materials and data described in Paragraph 8.1 above, to the DISTRICT, or such other agency or entity as directed by the DISTRICT, or as required by law, rule or regulation, immediately upon completion of the term of this Agreement, or in the event of a termination article, pursuant to Section 11, and as directed by the DISTRICT. Should the DISTRICT desire to obtain possession of any such materials or data during the term of this Agreement, the DISTRICT shall make its request to the ARCHITECT in writing, and the ARCHITECT shall provide such requested materials or data to the DISTRICT within forty-eight (48) hours of the ARCHITECT's receipt of such DISTRICT request.

**ARTICLE 9  
INSURANCE REQUIREMENTS**

All of the ARCHITECT's insurance requirements under this Agreement are set forth in **Exhibit "E," Insurance Requirements**, which is hereby incorporated into this Agreement and made a part thereof. Without in any way affecting the indemnity herein provided and in addition thereto, ARCHITECT shall provide all insurance dictated and checked in Exhibit E.

**ARTICLE 10  
INDEMNIFICATION**

The ARCHITECT hereby agrees to indemnify, defend and hold harmless the DISTRICT and its departments, agents, officers and employees from any and all losses or claims or sums that the DISTRICT or any of its departments, agents, officers or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including but not limited to, damages to property or injury or death of persons, arising out of the performance of the services herein rendered by the ARCHITECT or caused by any error, omission or act of the ARCHITECT or of any person employed by the ARCHITECT or of any others for whose acts the ARCHITECT is legally liable. Said sums shall, in the event of legal action, include court costs, expenses of litigation and reasonable attorney's fees. Such claims and causes include, but are not limited, negligence and professional errors or omissions. The ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings arising under this Section, that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 11**

***SUSPENSION OR TERMINATION OF AGREEMENT******11.1 SUSPENSION BY DISTRICT WITHOUT CAUSE, RECESSION OF SUSPENSION***

The DISTRICT expressly reserves the right, at the DISTRICT's sole discretion, to suspend all or any part of the services under this Agreement or any AOP hereunder or any portion thereof without cost to the DISTRICT. If the DISTRICT suspends services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by the ARCHITECT or the acts or omissions of the ARCHITECT, then if services are resumed, the ARCHITECT's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by the ARCHITECT as a direct result of the suspension and resumption by the DISTRICT of the services.

***11.2 NO SUSPENSION BY ARCHITECT WITHOUT DISTRICT CONSENT***

The ARCHITECT shall not suspend the ARCHITECT's services herein or any part thereof or any AOP hereunder or any portions thereof without the DISTRICT's prior express written consent.

***11.3 TERMINATION BY DISTRICT WITHOUT CAUSE***

The DISTRICT may, by written notice to the ARCHITECT, terminate the whole or any part of this Agreement or any AOP hereunder or any portion thereof at any time and without cause by giving written notice to the ARCHITECT of such termination, and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination. Upon termination, the ARCHITECT shall be compensated by the DISTRICT only for those services that have been adequately rendered to the DISTRICT (as determined by the DISTRICT) up to the effective date of termination, and the ARCHITECT shall not be entitled to further compensation.

***11.4 NO TERMINATION BY ARCHITECT EXCEPT FOR CAUSE***

The ARCHITECT shall not terminate this Agreement or any part thereof or any AOP hereunder or any portion thereof except for cause.

***11.5 SUSPENSION OR TERMINATION BY DISTRICT FOR CAUSE***

Noncompliance or breach by the ARCHITECT of any of the terms of this Agreement or with any or the terms of any AOP hereunder may be cause for suspension and/or termination by the DISTRICT of the Agreement or any or all of the AOPs hereunder. The DISTRICT shall provide written notice to the ARCHITECT of such noncompliance or breach. The ARCHITECT shall have five (5) business days from receipt of such notice to cure the noncompliance or breach, or the DISTRICT has the right to immediately terminate the Agreement or any or all of the AOPs hereunder, as applicable, without prejudice to any other right or remedy of the DISTRICT, including all remedies herein. In the event of such termination by the DISTRICT for cause, the

ARCHITECT shall be compensated for services performed under this Agreement or under any applicable AOP hereunder to the date of termination and for such other documented and verifiable reasonable costs and expenses incurred by the ARCHITECT under the Agreement to the date of termination, including any duly approved Additional Services. The DISTRICT may offset any and all losses, damages, expenses and costs, including reasonable attorneys' fees and costs suffered or incurred by the DISTRICT as a result of ARCHITECT's noncompliance or breach.

***11.6 DISTRICT'S RIGHT TO CURE***

In addition to the DISTRICT's termination rights for cause set forth hereinabove, the DISTRICT shall have i) the right to cure the ARCHITECT's default hereunder at the ARCHITECT's cost, in which case all amounts expended by the DISTRICT in connection with such cure shall accrue interest from the date incurred until repaid to the DISTRICT by the ARCHITECT at the rate of ten percent (10 %) per annum; and ii) all other rights and remedies available to the DISTRICT at law and in equity, including, without limitation, an action for damages.

***11.7 SIMILAR OR IDENTICAL SERVICES***

In the event that this Agreement or any AOP hereunder is terminated in whole or in part as provided herein, the DISTRICT may procure, upon such terms and in such manner as the DISTRICT may determine appropriate, services similar or identical to those terminated to complete any unfinished services or new services as needed by the DISTRICT.

***ARTICLE 12  
DISPUTE RESOLUTION***

In the event of a dispute between the Parties as to the ARCHITECT's performance of services herein or the interpretation of this Agreement, or the DISTRICT's payment or nonpayment for such services, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, the ARCHITECT agrees to continue ARCHITECT's services diligently to completion. If the dispute is not resolved, the ARCHITECT agrees that ARCHITECT will neither rescind the Agreement nor stop the progress of its services, but the ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute after the ARCHITECT's services herein have been completed and not before.

***ARTICLE 13  
ATTORNEYS' FEES***

If any action, either legal, administrative or otherwise, is brought by either Party against the other Party hereunder, each Party shall pay its own attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

***ARTICLE 14***

***SEVERABILITY***

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties hereto.

***ARTICLE 15  
AMENDMENTS***

This Agreement may not be amended except in writing and signed by the Parties hereto.

***ARTICLE 16  
SUCCESSORS AND ASSIGNS***

***16.1 BINDING ON SUCCESSORS AND ASSIGNS***

This Agreement shall be binding on the successors and assigns of the Parties.

***16.2 NO ASSIGNMENT BY ARCHITECT WITHOUT DISTRICT CONSENT***

The ARCHITECT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Agreement or any portion hereof or any interest herein, in whole or in part, without the prior written consent of the DISTRICT, and if such consent is not given by the DISTRICT, any action by the ARCHITECT under this Paragraph 16.2 shall be deemed automatically void.

***ARTICLE 17  
INTERPRETATION***

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any Party on the premise that the Party or the Party's attorneys were solely responsible for drafting this Agreement or any provision thereof.

***ARTICLE 18  
GOVERNING LAW***

This Agreement shall be interpreted, governed and construed and the ARCHITECT's services herein shall be performed in compliance with the laws of the State of California and applicable government regulations, building codes and ordinances in effect on the date of this Agreement.

***ARTICLE 19***

***DISTRICT AND PUBLIC POLICIES***

***19.1 ARCHITECT’S RECEIPT OF DISTRICT POLICIES AND FINGERPRINTING CERTIFICATION***

By signing this Agreement, the ARCHITECT acknowledges receipt and acceptance of the following DISTRICT policies:

- i) Smoking and Use of Tobacco at District Facilities Policy (No. 3520a-b);
- ii) Affirmative Action Program for Equal Employment Opportunity Policy (No. 4136);
- iii) Nondiscriminatory Harassment Policy (No. 4136.1a-c); and
- iv) Drug-Free Workplace Policy (NO. 4205).

The ARCHITECT further agrees to complete and return to the DISTRICT, prior to beginning any work herein, **the Fingerprint and Criminal Background Check Certification (Exhibit “F”)**.

***19.2 CONDUCT AS EXPECTED OF DISTRICT EMPLOYEES***

The ARCHITECT shall abide by the same terms and conditions of conduct as is expected of DISTRICT employees in each of the policies under Paragraph 19.1 hereinabove, but without the implication of employment. The ARCHITECT’s failure to abide by said policies may result in immediate termination of this Agreement and, in addition, may result in other personal legal avenues of remedy on the part of the individuals involved. While it is acknowledged by the Parties that these policies specifically address employees of the DISTRICT, the Parties agree and understand that the ARCHITECT is not an employee of the DISTRICT.

***19.3 PUBLIC POLICIES***

The ARCHITECT shall abide by the following Public Policies:

- i) Titles VI and VII of the Civil Rights Act of 1964;
- ii) Title IX of the Education Amendments of 1972;
- iii) Section 504 of the Rehabilitation Act of 1973;
- iv) The Age Discrimination Act of 1975;
- v) The Fair Employment and Housing Act; and
- vi) The Americans with Disabilities Act of 1990.

***ARTICLE 20  
TITLES FOR CONVENIENCE***

The Table of Contents and headings of Articles, Paragraphs and Subparagraphs in this Agreement are for convenience only and shall not modify the rights and obligations created by the Agreement.

***ARTICLE 21***

**NOTICES**

**21.1 ALL NOTICES IN WRITING, DEEMED SERVED**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, and addressed as hereinafter provided.

**21.2 DISTRICT’S AND ARCHITECT’S CONTACT NAMES AND ADDRESSES**

Official communications regarding this Agreement shall be addressed as follows:

**To DISTRICT:**

Facilities Management Department  
San Bernardino City Unified School District  
777 North “F” Street  
San Bernardino, California 92410  
Attn: Peace Aneke, Contract Analyst  
Telephone: (909) 381-1238  
Fax: (909) 885-4218

**To ARCHITECT:**

-----  
-----  
-----  
Attn: -----  
Telephone: -----  
Fax: -----

All other official correspondences to the DISTRICT shall be addressed as follows:

Mr. Wael Elatar, Facilities Administrator  
Facilities Management Department  
San Bernardino City Unified School District  
The same address as shown above  
The same phone and fax numbers as shown above

**ARTICLE 22  
ENTIRE AGREEMENT AND COUNTERPARTS**

**22.1 ENTIRE AGREEMENT**

This Agreement, including any exhibits contained herein and hereby incorporated into this Agreement by reference, contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, whether oral or in writing.

**22.2 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

Contract No.: 06/07-784-xxxx POA/xxxx

*IN WITNESS WHEREOF*, this Agreement has been duly executed by the Parties on the day and year first set forth hereinabove.

***SAN BERNARDINO CITY UNIFIED  
SCHOOL DISTRICT***

***ARCHITECT***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

MOHAMMAD Z. ISLAM

*Name*

\_\_\_\_\_  
*Name*

Assistant Superintendent, Business & Finance

*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***EXHIBIT A***

***SCOPE OF WORK FOR ON-CALL ARCHITECTURAL/ ENGINEERING SERVICES***

***ARTICLE 1***

***PURPOSE OF THIS AGREEMENT***

- A. CONSULTANT, upon issuance of an Assignment of Project (AOP) from the DISTRICT, shall provide Architectural/ Engineering (“AE”) and related services as required for the planning, programming, design, construction documents, bidding, construction administration, and/or additional services of the DISTRICT’s facilities and or sites. ARCHITECT and the DISTRICT mutually agree that this SOW is not all-inclusive of services as may be required from the ARCHITECT. Services beyond the services described within this EXHIBIT A, shall be mutually negotiated and clearly described within the AOP, and may include the services as stated in the Standardized Architectural and Engineering Services Agreement. CONSULTANT shall furnish and pay for all labor, materials, supervision, supplies and equipment necessary for the timely and efficient performance of all enumerated or other services pursuant to the is Agreement and each AOP.
  
- B. This contract will include but not be limited to small comprehensive architectural and engineering design projects of limited scope with estimated construction cost of \$1.5 million or less. Other contemplated services may include planning studies, investigations and other services as outlined herein.

Objective: The objective of this Scope of Services is to provide Architectural and Engineering services on projects of limited scope, including but not limited to:

- 1. Feasibility studies,
- 2. Massing studies,
- 3. Master planning services,
- 4. Cost estimating services,
- 5. Remodeling projects requiring DSA approval,
- 6. Inspection and observation services,
- 7. Warranty observation services,
- 8. Second opinions,
- 9. Pass through services for specialized consultants including but not limited to:
  - a. On and Off Site Civil engineering services,
  - b. Structural engineering services,
  - c. Mechanical engineering services,
  - d. Electrical engineering services,
  - e. Cost estimating services,
  - f. Landscape architectural services,
  - g. Acoustical consulting services,
  - h. Performing arts consulting services,
  - i. Art selection services,
  - j. Graphic arts consulting services,

- k. Internet technology and low voltage consulting services,
  - l. Dry utility civil engineering consulting services,
  - m. Food service consulting services and
  - n. Other services of the consultant for which they are qualified to provide and/or manage under all applicable federal, state and local, statutes, laws regulations and/or ordinances.
- B. Basic Services: Basic Services for comprehensive Architectural Engineering Services shall be in accordance with Article 2, Architect’s Scope of Basic Services as described herein below and/or as issued and/or revised from time to time by the DISTRICT and/or as agreed between ARCHITECT and the DISTRICT.
- C. Other Services. Other Services of the ARCHITECT may be any one or several of the Services itemized in Article 3, Architect’s Other Services as described herein below, and/or as issued or revised from time to time by the DISTRICT and/or as agreed between ARCHITECT and the DISTRICT.

**ARTICLE 2**  
**ARCHITECT’S SCOPE OF BASIC SERVICES**

**2.1 BASIC SERVICES**

**2.1.1 Description of Basic Services.** The ARCHITECT’s Basic Services include those services described in this Article 2 and elsewhere in each AOP, in the Design Manuals and in the documents specified in each AOP, and include structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of Construction Documents defined as including, but not limited to, the Contract (“DISTRICT/Contractor Contract”) between DISTRICT and Contractor awarded the PROJECT (“Contractor”), general and supplementary conditions of the DISTRICT/Contractor Contract, drawings, specifications, addenda and other documents listed in the DISTRICT/Contractor Contract, and modifications issued after execution of the DISTRICT/Contractor Contract.

**2.1.2 Expeditious Performance.** The ARCHITECT shall complete the ARCHITECT’s Scope of Basic Services within the timeframes and according to the tasks specified in each AOP.

**2.2 GENERAL**

ARCHITECT’s general responsibilities for the PROJECT include those responsibilities set forth herein below and as described elsewhere in the AOP and in the Design Manuals.

**2.2.1 Presentations and Meetings.** The ARCHITECT shall prepare for and make formal presentations to the DISTRICT Board of Education, and attend public hearings and other public meetings.

- 2.2.2 Program Manager, Construction Manager or Separate Consultants.** The ARCHITECT shall provide services in connection with the work of a Program Manager, Construction Manager or other separate consultants retained by the DISTRICT. Services provided by the ARCHITECT in connection with consultants and which shall be considered Additional Services under each AOP are set forth below in Article 3 of this Scope of Work (SOW).
- 2.2.3 Written Record.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.
- 2.2.4 Use and Selection of Manufactured Items.** The ARCHITECT shall cooperate and consult with the DISTRICT 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 DISTRICT's criteria and shall be in compliance with the requirements of Public Contract Code §3400.
- 2.2.5 Operating and Maintenance Costs.** The ARCHITECT shall consider operating and maintenance costs when selecting systems for the DISTRICT.
- 2.2.6 Recommendations Regarding Equipment.** The ARCHITECT shall provide recommendations to the DISTRICT regarding ownership and operating costs of equipment for the PROJECT.
- 2.2.7 Design Services for Signage.** The ARCHITECT shall provide design and other services required for or in connection with interior and exterior signage for the PROJECT. All other interior and exterior design services for special graphics and logos are Additional Services as described in this SOW and as may be specified in the AOP.
- 2.2.8 Schedule for Performance of Services.** The ARCHITECT shall submit for the DISTRICT's approval a detailed schedule for the performance of the ARCHITECT's services. The schedule may, as the PROJECT proceeds, be adjusted only by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The ARCHITECT shall consult with the DISTRICT to coordinate the ARCHITECT's detailed schedule with the PROJECT master schedule. The time limits established by ARCHITECT's detailed schedule as approved by the DISTRICT shall not, except for reasonable cause beyond the ARCHITECT's control and as agreed to by the District as set forth herein, be exceeded by the ARCHITECT.
- 2.2.9 Detailed Construction Estimates.** The ARCHITECT shall provide written detailed estimates of PROJECT Construction Cost at no additional cost to the DISTRICT as

further described in this Article 2 and as may be specified in the AOP and in the Design Manuals.

**2.2.10 *Obtaining Required Approvals.*** The ARCHITECT shall assist the DISTRICT in obtaining required approvals from all applicable governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, and telephone services, as well as the OPSC, CDE and/or DSA.

**2.2.11 *Submissions to Division of the State Architect.*** The schematic design, design development and construction document services covered by this AGREEMENT shall be completed and submitted to the Division of the State Architect (“DSA”) for review and approval on or before the dates to be mutually agreed upon in writing by the DISTRICT and the ARCHITECT

**2.2.12 *Programmatic Changes.*** The ARCHITECT shall provide services required due to programmatic changes in the PROJECT, including, but not limited to, size, quality and complexity; and regarding method of bidding or negotiating the contract for construction, except that such revisions due to programmatic changes or changes in method of bidding or negotiating the contract for construction made necessary as a result of the DISTRICT’s adjustment to the PROJECT program or budget after ARCHITECT’s completion of and DISTRICT’s approval of Design Development documents shall be an Additional Service as set forth under Subparagraph 3.1.1.

**2.2.13 *Revisions to Project Documents.*** The ARCHITECT shall make revisions to PROJECT drawings, specifications, manuals and other affected documents when such revisions are necessary due to the ARCHITECT’s failure to comply with approvals or instructions previously given by the DISTRICT; and when revisions are necessary due to DISTRICT’s adjustments in the PROJECT program or budget, except that such revisions made necessary as a result of the DISTRICT’s adjustment to the PROJECT program or budget after ARCHITECT’s completion of and DISTRICT’s approval of Design Development documents shall be an Additional Service as set forth under Subparagraph 3.1.1.

**2.2.14 *Compliance with Applicable Laws.*** The ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

**2.2.15 *Certification Regarding No Asbestos-Containing Building Materials.*** The ARCHITECT shall certify, to the best of ARCHITECT’s information pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing building materials (“ACBMs”) were specified as a building material in any construction document for the PROJECT and shall ensure that contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any ACBMs. ARCHITECT shall include statements in the specifications that ACBMs shall not be included. This certification shall be part of the final PROJECT submittal.

**2.2.16 Assist in Legal Proceedings.** ARCHITECT shall attend and assist in legal proceedings that arise from errors or omissions of the ARCHITECT.

**2.2.17 Access to the Work.** The ARCHITECT shall have access to the work at all times.

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

### **2.3 PROGRAMMING AND PLANNING PHASE**

ARCHITECT's responsibilities for the Programming and Planning Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP and in the Design Manuals.

**2.3.1 Project Coordination Meetings.** The ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its Consultants, the DISTRICT's representative(s), and other Consultants of the DISTRICT during PROJECT development.

**2.3.2 Project Description.** The ARCHITECT shall provide a PROJECT description which includes the DISTRICT's needs, program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

**2.3.3 Preliminary Project Evaluation.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT's PROJECT, schedule and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of Educational specification requirements under Education Code Section 17251 and under Title 5 California Code of Regulations Section 14000 et seq.

**2.3.4 Surveys, Site Evaluations and Comparative Studies.** The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations.

**2.3.5 Detailed Quantity Surveys.** ARCHITECT shall provide detailed quantity surveys that provide inventories of material, equipment and labor.

**2.3.6 Utility Capacity and Design.** The ARCHITECT shall be responsible for determining the capacity of existing utilities and for any design or documentation required to make points of connection to existing utility services required for the PROJECT.

**2.4 SCHEMATIC DESIGN PHASE (for comprehensive architectural & engineering services on small design projects)**

ARCHITECT's responsibilities for the Schematic Design Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP and in the Design Manuals.

**2.4.1 Ascertain Program Requirements.** The ARCHITECT shall review the program furnished by the DISTRICT or by the ARCHITECT as an Additional Service, to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with the DISTRICT.

**2.4.2 Schematic Design Documents.** The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations that are applicable to these documents.

**2.4.3 Studies and Site Utilization Plans.** The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by the DISTRICT.

**2.4.4 Separate Construction Contracts if Directed by DISTRICT.** If directed by the DISTRICT at the time of DISTRICT's approval of the schematic design, the ARCHITECT shall prepare the Construction Documents so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred.

**2.4.5 Alternate Construction Schemes.** Alternate construction schemes devised by the DISTRICT subsequent to the Schematic Design Phase that are the result of no fault of the ARCHITECT and that are not the result of the PROJECT exceeding the estimated budget constraint caused by the ARCHITECT will be provided by the ARCHITECT as an additional service in accordance with Article 3.

**2.4.6 Qualified Engineers.** ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval in conformance with each AOP. ARCHITECT shall ensure that each engineer places name, seal and signature on all drawings and specifications prepared by said engineer.

**2.4.7 Existing Conditions and Facilities.** The ARCHITECT shall investigate existing conditions and facilities and verify drawings of such conditions and facilities.

**2.4.8 Budget and Scope Constraints.** The ARCHITECT shall perform Schematic Design Services so as to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

**2.4.9 Written Estimate of Construction Cost.** The ARCHITECT shall submit to the DISTRICT a written detailed estimate of the PROJECT Construction Cost in conformance with each AOP and with the Design Manuals and shall immediately notify the DISTRICT in writing of any adjustments to the estimate of Construction Cost, including adjustments arising from market fluctuations or approved changes in scope or requirements.

**2.5 DESIGN DEVELOPMENT PHASE (PRELIMINARY PLANS) (for comprehensive architectural & engineering services on small design projects)**

ARCHITECT's responsibilities for the Design Development Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP and in the Design Manuals.

**2.5.1 Design Development Documents.** Upon approval by the DISTRICT of the Schematic Design services set forth in each AOP, the ARCHITECT shall prepare Design Development Documents for approval by the DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections and other documents necessary to depict the Design of PROJECT, and shall outline specifications to fix and illustrate the size, character and quality of the entire PROJECT as to the program requirements, landscapes, architecture, civil, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

**2.5.2 Estimated PROJECT Construction Cost.** The ARCHITECT shall submit to the DISTRICT an updated, written detailed estimate of the PROJECT Construction Cost in conformance with each AOP and with the Design Manuals, and based on the approved Construction Cost established in the Schematic Design Phase, and shall immediately notify the DISTRICT in writing of any adjustments of previous estimates of Construction Cost, including adjustments arising from market or approved changes in scope or requirements.

**2.5.3 Budget and Scope Constraints.** The ARCHITECT shall perform Design Development Services so as to keep the PROJECT within all budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

**2.6 CONSTRUCTION DOCUMENTS PHASE (FINAL PLANS) (for comprehensive architectural & engineering services on small design projects)**

ARCHITECT's responsibilities for the Construction Documents Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP and in the Design Manuals.

**2.6.1 Construction Documents.** The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents in the

most current AutoCAD format and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of OPSC and DSA. The Construction Documents shall show all the work to be done, the materials, workmanship, finishes, and equipment required for the PROJECT.

**2.6.2 Agency Approvals and Fees.** The ARCHITECT shall prepare and file all documents required for and obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT, including the OPSC, DSA, CDE, City Design Review ("CDR"), County Health Department, Department of Public Works ("DPW"), and others that have jurisdiction over the PROJECT. The DISTRICT shall pay all fees required by such governmental agencies. ARCHITECT shall, whenever feasible, establish beforehand the exact fees due to governmental agencies and submit this cost information to DISTRICT so that payments can be prepared by DISTRICT. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

**2.6.3 Adjustments of Previous Estimates of Project Construction Cost.** The ARCHITECT shall submit to the DISTRICT an updated, written detailed estimate of the PROJECT Construction Cost in conformance with each AOP and with the Design Manuals, and based on the approved Construction Cost established in the Design Development Phase, and shall immediately notify the DISTRICT in writing of any adjustments in previous estimates of the PROJECT Construction Cost, including adjustments arising from market fluctuations or approved changes in scope or requirements.

**2.6.4 Design Revisions to Comply with Budget and Scope.** If the estimated PROJECT Construction Cost exceeds the budget constraint, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the budget and scope set by the DISTRICT in conformance with each AOP, unless otherwise modified by written authorization of the DISTRICT.

**2.7 BIDDING AND AWARD PHASE (for comprehensive architectural & engineering services on small design projects)**

ARCHITECT's responsibilities for the Bidding and Award Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP

**2.7.1 Obtaining Bids and Award of Construction Contract.** The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

**2.7.2 Bidding Information and Forms.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions, including providing plans

and specifications that include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the ARCHITECT.

**2.7.3 *Print and Distribute Bidding Information, Assist District's Legal Advisor.*** The ARCHITECT shall print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the DISTRICT's legal advisor in the drafting of proposal and contract forms.

**2.7.4 *Reproducible Construction Documents, AutoCAD Diskette File.*** The ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with an AutoCAD diskette file.

**2.7.5 *Modify Construction Documents.*** If the lowest bid exceeds the budget for the PROJECT, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within the PROJECT budget as set forth in each AOP.

**2.8 *CONSTRUCTION PHASE (for comprehensive architectural & engineering services on small design projects)***

ARCHITECT's responsibilities for the Construction Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP and in the Architectural and Engineering Services Agreement.

**2.8.1 *Commencement of Construction Phase.*** The Construction Phase will commence with the award of the Construction Contract to Contractor.

**2.8.2 *Reproducible Contract Documents.*** The ARCHITECT shall, at the ARCHITECT's expense, reproduce fifteen (15) sets of contract documents and all progress prints for the DISTRICT's and consultants' use. Any additional sets shall be provided by the ARCHITECT as reimbursable expenses in conformance with each AOP and this Master Agreement.

**2.8.3 *Technical Direction to Inspector.*** The ARCHITECT shall provide technical direction to a full-time PROJECT INSPECTOR employed by and responsible to the DISTRICT as required by applicable law.

**2.8.4 *Advice to Contractor Regarding Prints for Buried Utility Lines.*** The ARCHITECT shall advise the Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the DISTRICT upon completion of the PROJECT.

- 2.8.5 *Endeavor to Secure Contractor Compliance.*** The ARCHITECT shall endeavor to secure compliance by Contractor with the contract requirements, but such endeavor shall not in any case be construed as ARCHITECT's guarantee of the performance of Contractor's contract requirements.
- 2.8.6 *Administration of the Construction Documents.*** The ARCHITECT shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as ARCHITECT deems necessary to render architectural observation, which is distinguished from the continuous personal inspection of the PROJECT inspector, but which in no case shall be less than once every week; make regular reports as may be required by governing agencies; keep the DISTRICT informed of the progress of construction; review schedules and shop drawings for compliance with design; approve substitution of materials, equipment and the laboratory reports thereof subject to DISTRICT knowledge and written approval; assist the PROJECT Construction Manager in the review of Requests for Information ("RFIs") and preparation of change orders for written approval of the DISTRICT; examine Contractor's applications for payment and issue certificates for payment in amounts approved by the ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT's review and approval; determine date of completion of the PROJECT; make final punch-list inspection of the PROJECT; assemble and deliver to the DISTRICT written guarantees, instruction books, diagrams and charts required of the Contractor; and issue the ARCHITECT's certificate of completion and final certificate for payment.
- 2.8.7 *Deficiencies in Construction Following Acceptance of Work.*** The ARCHITECT, as part of ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- 2.8.8 *Interpreter of Construction Documents.*** The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and shall advise the DISTRICT as to the performance by the Contractor thereunder.
- 2.8.9 *Recommendations on Claims.*** The ARCHITECT shall make written recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
- 2.8.10 *Nonconforming Work.*** The ARCHITECT shall advise the DISTRICT in writing to reject work that does not conform to the Construction Documents. The ARCHITECT shall promptly inform the DISTRICT in writing whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AOP and/or this Master Agreement. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.

- 2.8.11 No Orders That Amend Construction Documents.** The ARCHITECT shall not issue orders to Contractor that might commit the DISTRICT to expenses not covered in the Construction Documents or otherwise amend the Construction Documents without first obtaining the written approval of the DISTRICT.
- 2.8.12 DISTRICT's Representative.** The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in the Master Agreement and/or each AOP unless otherwise modified in writing.
- 2.8.13 Services Made Necessary by Defects or Deficiencies.** The ARCHITECT shall, at no additional cost to the DISTRICT, provide services made necessary by defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which ARCHITECT failed to do.
- 2.8.14 Certification of Contractor Payments.** The ARCHITECT shall, in cooperation with the Construction Manager, review and certify the amounts due the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
- 2.8.15 Review of Contractor's Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The ARCHITECT's actions shall not delay the work, but shall, in the ARCHITECT's professional judgment, allow for sufficient time to permit adequate review.
- 2.8.16 Change Orders.** The ARCHITECT shall prepare supporting documentation and data for change orders and assist the Project and/or Construction Manager with preparation of change orders for the DISTRICT's review in accordance with the Construction Documents. The ARCHITECT may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction, based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
- 2.8.17 Final Completion and Final Certificate for Contractor Payment.** The ARCHITECT shall inspect the PROJECT to determine the date or dates of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for

payment upon Contractor compliance with the requirements of the Construction Documents.

**2.8.18 Evaluation of Contractor Performance.** The ARCHITECT shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.

**2.8.19 Evaluation of Contractor Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor and for making subsequent revisions to drawings, specifications and other documentation resulting there from.

**2.8.20 Governing Authorities, PROJECT Closeout.** The ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments, OPSC, CDE and DSA, in a timely manner and ensure proper PROJECT closeout and DSA certification..

**2.8.21 Recommendations on Claims and Disputes.** The ARCHITECT shall, within a reasonable time, evaluate and render written recommendations on all claims, disputes and other matters at issue between the DISTRICT and the Contractor relating to the execution and progress of the work as provided in the construction contract. Under no circumstances shall said evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT unless otherwise agreed in writing.

**2.8.22 AutoCAD File of As-Built Conditions.** The ARCHITECT shall, at no additional cost to the DISTRICT, prepare and submit to the DISTRICT an AutoCAD file of all as-built conditions.

**2.8.23 Documents Due Prior to Start of Construction.** Prior to start of construction, the following two documents shall be prepared by the ARCHITECT and submitted to the DISTRICT:

- (i) Contract Information Form SSS 102-; and
- (ii) Inspector Qualification Record Form SSS 5, which shall be submitted ten (10) calendar days prior to the time of starting construction.

**2.8.24 Assistance in Utilization of Equipment and Systems.** The ARCHITECT shall provide assistance in the utilization of equipment and systems such as testing, adjusting and balancing, preparation of operations and maintenance manuals, training of personnel for operations and maintenance, and consultation during operations.

**2.9 PROJECT CLOSEOUT (for comprehensive architectural & engineering services on small design projects)**

ARCHITECT's responsibilities for the Closeout Phase of the PROJECT include those responsibilities set forth herein below and as described elsewhere in each AOP.

**2.9.1 Ensure Delivery of Documents.** The ARCHITECT shall ensure delivery of all of the documents described in .1 and .2 below to the DSA for review prior to issuance of a "Certificate of Completion."

**.1** During the period that the PROJECT is under construction, the following documents are required:

- (i) copies of all of the Inspector of Record's semi-monthly reports; and
- (ii) copies of laboratory reports on all tests and laboratory inspections performed on the PROJECT and returned to the PROJECT.

**.2** Upon completion of construction of the PROJECT, the following documents are required:

- (i) copy of the Notice of Completion;
- (ii) Final Verified Report Form SSS 6A/E certifying that all work is one hundred percent (100%) complete from the ARCHITECT, Structural Engineer, Mechanical Engineer and Electrical Engineer;
- (iii) Final Verified Report Form SSS 6 certifying that all work is one hundred percent (100%) complete from the Contractor or Contractors, Inspector of Record and Special Inspectors;
- (iv) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, and other similar documents;
- (v) Weighmaster's Certificate, if required by approved drawings and specifications;
- (vi) copies of the signature page of all Addenda as approved by DSA;
- (vii) copies of the signature pages of all Deferred Approvals as approved by DSA;
- (viii) copies of the signature page of all Change Orders as approved by DSA; and
- (ix) verification by the Inspector of Record ("IOR") that all items noted on any Field Trip Notes have been corrected.

**ARTICLE 3  
ARCHITECT'S OTHER SERVICES**

**3.1 OTHER SERVICES DEFINED, COMPENSATION**

*For the Purpose of this Master Agreement, any AOP may consist of only other Services where the Scope of Services is something other than normal comprehensive architectural & engineering services for buildings or sites designed for construction. Where Basic Services pursuant to Article 2 above do apply to a specific AOP, Other Services as described below may be added to an AOP with approval of the ARCHITECT and DISTRICT.*

ARCHITECT's Other Services are defined in 3.1.1 through 3.1.24 below and except as described above are not included as Basic Services under this SOW. ARCHITECT shall notify the DISTRICT in writing of the need for Other Services that, in the ARCHITECT's opinion, are required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain advance written authorization from the DISTRICT before rendering Other Services, and ARCHITECT shall not be entitled to compensation for Other Services unless said written DISTRICT authorization has been obtained in advance. If the DISTRICT deems that such Other Services are not required, DISTRICT shall provide written notice of such to ARCHITECT within ten (10) calendar days of ARCHITECT's written notice to DISTRICT, and ARCHITECT shall, if so notified, have no obligation to provide such Other Services and shall not be held liable by the DISTRICT for any losses or damages that may arise from not providing such Other Services. ARCHITECT's compensation for Other Services shall be in addition to Basic Services and shall be negotiated as provided for under the MASTER AGREEMENT, this SOW and/or each AOP.

**3.1.1 Revisions to Drawings, Specifications and Other PROJECT Documents.** Making material revisions to drawings, specifications or other PROJECT documents i) when such revisions are required by the enactment, revised interpretation, jurisdictional differences in interpretation, or revision of codes, laws or regulations subsequent to the preparation and completion of the Construction Documents; ii) when such revisions are inconsistent with written approvals or instructions previously given by the DISTRICT; iii) when revisions are made necessary by the DISTRICT's adjustment to the PROJECT program or budget or method of bidding or negotiating the contract for construction after ARCHITECT's completion of and DISTRICT's approval of Design Development documents; or iv) when revisions are necessary due to any services made necessary as a result of the DISTRICT's request, after the execution of an AOP, for modifications to or substitution of ARCHITECT's standard form General and Supplementary Conditions.

**3.1.2 Change Orders Beyond Control of ARCHITECT.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with contract change orders to the extent that the adjustment in the ARCHITECT's compensation resulting from the adjusted Construction Cost is not commensurate with the services of the ARCHITECT, provided that such contract change orders are required by causes beyond the control of the ARCHITECT and are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.

- 3.1.3 Damage to Work by Fire or Other Causes.** Providing consultation concerning replacement of work damaged by fire or other causes during construction and furnishing services required in connection with the replacement of such work, except where damage resulted from the negligent acts, errors or omissions or the willful misconduct of the ARCHITECT.
- 3.1.4 Default of Contractor or Failure of Other Parties.** Providing services made necessary by the default or termination of the Contractor, by defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT, Contractor or others performing services or providing work on the PROJECT, and which do not arise directly or indirectly from negligence, errors or omissions of ARCHITECT.
- 3.1.5 PROJECT Let on Segregated Basis.** If, after the completion of Design Development documents, the DISTRICT requests that the PROJECT be let on a segregated basis, where segregation does not arise from ARCHITECT exceeding the estimated budget constraint, then plan preparation and contract administration work, including services in connection with bidding, negotiation or construction, to prepare the segregated plans shall be an Other Service, subject to prior negotiation and written DISTRICT approval. Segregation under this Subparagraph 3.1.5 shall be meant to include separate (multiple prime) or sequential bids, bid alternates, and phasing or fast-tracking of the work. DISTRICT acknowledges that such segregated procedures may complicate the coordination of the Contract documents and may result in additional construction costs, for which the ARCHITECT shall not be liable.
- 3.1.6 Contract Administration After Construction Contract Time Has Been Exceeded.** Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT.
- 3.1.7 Services After Completion.** Providing services other than those identified in each AOP as Basic and/or Other Services after Final Completion.
- 3.1.8 Special Studies.** Providing services consisting of investigation, research and analysis of the DISTRICT's special requirements for the PROJECT; and documentation of findings, conclusions and recommendations for master planning to provide design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the PROJECT during the Construction Phase
- 3.1.9 Renderings.** Providing services relating to graphic pictorial representations, as required by the DISTRICT, of the proposed PROJECT and consisting of black and white elevation and perspective views; and color elevation and perspective views.
- 3.1.10 Model Construction.** Providing services consisting of preparation of small-scale block models showing relationship of structures to site; moderate-scale block models of structures designed for the PROJECT; moderate-scale detailed models of structures

designed for the PROJECT, showing both interior and exterior design; and large-scale models of designated interior or exterior components of the PROJECT.

- 3.1.11 Graphics Design.** Providing services consisting of design of interior and exterior special graphics and logos for the PROJECT; documentation of requirements for procurement of graphics work; managing procurement of graphics work; and coordination of delivery and installation. It is understood that services for interior and exterior signage for the PROJECT shall be Basic Services, where set forth in each AOP.
- 3.1.12 Fine Arts and Crafts Services.** Providing services relating to acquisition of fine arts or crafts to be a part of the PROJECT and consisting of consultations on selection, commissioning and execution; design integration; managing procurement; and purchasing fine arts or crafts on the DISTRICT's behalf.
- 3.1.13 Special Furnishings Design.** Providing services relating to ARCHITECT-designed special furnishings and equipment incorporated into or provided for the PROJECT and consisting of design and documentation; specifications or standards; management of procurement; coordination of installation; and purchase on the DISTRICT's behalf.
- 3.1.14 Non-Building Equipment Selection.** Providing services relating to equipment and furnishings not incorporated into the construction of the PROJECT and consisting of establishment of needs and criteria; preparation of requirements; specifications and bidding or purchasing procedures; management of procurement; coordination of delivery and installation; and purchase of non-building equipment on the DISTRICT's behalf.
- 3.1.15 Project Promotion and Public Relations.** Providing services relating to presentation of the PROJECT to the public or identified groups and consisting of preparation of press releases; preparation of special brochures and promotional pieces; assistance in production and distribution of promotional materials; and presentations at public relations and promotional meetings.
- 3.1.16 Leasing and/or Promotional Brochures.** Providing services relating to preparation of special material to assist the DISTRICT in leasing and/or promoting a PROJECT and consisting of design; preparation of illustrations and text; and arranging for and managing production as set forth in each AOP.
- 3.1.17 Expert Witness.** Providing services consisting of preparing to serve and serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 3.1.18 Computer Applications.** Providing services consisting of computer program development and computer program search and acquisition, plus on-line computer time charges, for programming; economic feasibility; financial analysis; site analysis; construction cost estimating; detailed PROJECT scheduling; market analysis; architectural analysis and design; structural analysis and design; mechanical analysis and

design; electrical analysis and design; production of drawings; and construction cost accounting.

**3.1.19 *Materials and Systems Testing.*** Providing services relating to testing of components of the completed PROJECT for conformance with construction contract requirements and consisting of procurement of testing services; and monitoring testing.

**3.1.20 *Mock-Up.*** Providing services relating to the construction of full- or half-size details of components of the PROJECT for study and testing during the Design Phase and consisting of design and documentation for the required mock-ups; management and coordination of pricing and contracting for mock-up services; construction administration of mock-up construction activities; arrangements for testing and monitoring performance of mock-ups; administration of testing and monitoring services; and review, analysis and reporting of results of testing and monitoring services.

**3.1.21 *Motion Pictures and Videotape.*** Providing services relating to preparation of promotional or explanatory motion picture or videotape presentations as described in each AOP.

**3.1.22 *Coordination with Non-Design Professionals.*** Providing services consisting of consultation and coordination with non-design professionals not referenced in this MASTER AGREEMENT or the AOP, including but not limited to economists, sociologists, attorneys and accountants, for preparation of economic studies; condominium documentation; and sociological impact studies.

**3.1.23 *Artist Support.*** Providing services consisting of collaboration with and architectural and engineering design support of artists selected by the DISTRICT; and incorporation, coordination and implementation of artwork..

**3.1.24 *Publication of Information.*** Providing services consisting of informational summary documents.

**3.1.25 *Other Services.*** Providing any other services not otherwise included in the DRAFT MASTER AGREEMENT, Exhibit and/or attachments or not customarily furnished in accordance with generally accepted architectural practice.

## **3.2 *PROJECT REPRESENTATIVES***

If requested by the DISTRICT as set forth herein, ARCHITECT shall provide one or more PROJECT Representatives to assist in carrying out more extensive representation at the PROJECT jobsite than is described in this MASTER AGREEMENT and/or the AOP. PROJECT Representatives shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as negotiated and agreed upon in advance, in writing, by the DISTRICT and ARCHITECT. Through the observations of such PROJECT Representatives, the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT

representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this MASTER AGREEMENT and/or the AOP.



**EXHIBIT D**

**CONSULTANT Name**

Address  
Address  
City, State and Zip Code

Phone No. and Fax No.

**SAMPLE INVOICE**

Invoice #  
Date:

**To:**  
Wael Elatar, Facilities Administrator  
San Bernardino City Unified School District  
777 North "F" Street  
San Bernardino, CA 92410  
(909) 381-1238 Phone  
(909) 885-4215 Fax

**For:**  
SBCUSD Contract No.  
Purchase Order No:  
PROJECT:  
  
Architectural Services from:  
**Beginning of Month to End of Month**

**FEE**

Consultant's Allowance: 10,000.00  
Amendment(s)

BILLING PHASE	FEE	PERCENT	EARNED
Concept and Schematic Design (15%)	1,500.00	0.00%	-
Design Development (20%)	2,500.00	0.00%	-
Construction Documents (30%)	3,000.00	0.00%	-
Successful Bid (15%)	1,500.00	0.00%	-
Notice to Proceed (2.5%)	250.00	0.00%	-
Construction Administration (17.5%)	1,750.00	0.00%	-
Closeout (5%)	500.00	0.00%	-

Total Earned -  
Less Previously Billed -  
Current Fee Billing -

**TOTAL THIS \$ -**

**BILLINGS TO DATE**

FEE	Current	Prior	Total
	-	-	-

Make Check Payable to: Consultant's Name  
  
Send Payment to: Consultant's Name  
Address  
Address  
City, State and Zip Code  
Attn:

**EXHIBIT "E"**  
**INSURANCE REQUIREMENTS**

**1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS**

**Workers Compensation Insurance Required for this Agreement: Yes**  **No**

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

**1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS**

**Medical Insurance for Self-Employed Required for this Agreement: Yes**  **No**

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 11.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

**1.3 COMPREHENSIVE GENERAL LIABILITY**

**Comprehensive General Liability Insurance Required for this Agreement: Yes**  **No**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of comprehensive General Liability with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

**1.4 AUTO LIABILITY**

**Auto Liability Insurance Required for this Agreement: Yes**  **No**

The CONSULTANT shall confirm that all individual inspection staff shall carry and maintain personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

**1.5 PROFESSIONAL LIABILITY INSURANCE**

**Professional Liability Insurance Required for this Agreement:** Yes  No

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of professional liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

**1.6 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

**1.7 ADDITIONAL NAMED INSUREDS**

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

**1.8 WAIVER OF SUBROGATION RIGHTS**

The CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors.

**1.9 POLICIES PRIMARY AND NONCONTRIBUTORY**

All policies required above shall be primary and noncontributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

**1.10 INSURANCE REVIEW**

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. The CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.

CONSULTANT's Initials \_\_\_\_\_

# *Business Services*

*Accounting Services Fiscal Services Payroll*

*Purchasing Warehouse*

*“Quality Work by Quality People”*

To: All Principals and Department Heads

**Bulletin No. 05-019**

From: Mohammad Z. Islam  
Assistant Superintendent  
Business and Finance

July 29, 2005

Subject: **Department of Justice Fingerprint and Criminal Background Investigation Requirements** (Ed Code Section 45125.1)

**No** *Course of Study activity* (Services or performances for student assemblies, classroom lectures or presentations which enhance student educational programs), *Non-Classified Expert* (Individuals or groups that provide a service for District staff) or *Consultant* services will be approved or should take place at your site until a **(DOJ) Fingerprint and Criminal Background Investigation form** has been filled out and submitted along with your request for services for approval to Business Services. Please plan ahead, as this must be **completed** and **approved** no less than three weeks prior to a regularly scheduled Board meeting to ensure Board approval before the date of service. **NO EXCEPTIONS.**

A photocopy of the form will be returned to your site with approval or denial.

For further clarification, please call 381-1164.

Attachment

**San Bernardino City Unified School District**  
**777 N. F Street, San Bernardino, CA, 92410**

**Fingerprint and Criminal Background Check Certification**

*In accordance with Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.*

With respect to the Agreement dated \_\_\_\_\_, between the **San Bernardino City Unified School District "DISTRICT"** and the individual, company, or contractor named \_\_\_\_\_ "VENDOR," for provision of \_\_\_\_\_ services,  
**Please check all appropriate boxes and sign below:**

**REQUIREMENTS MET:**

**A)**

The VENDOR hereby certifies to the DISTRICT's governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER A PURCHASE ORDER (P.O.) IS ISSUED TO THE VENDOR.

**~\*O R\*~**

**REQUEST FOR WAIVER:**

**IF YOU ARE REQUESTING A WAIVER, BE ADVISED THAT NO SERVICES ARE TO BE PROVIDED UNTIL SUCH WAIVER IS APPROVED BY THE DISTRICT AND A P.O. IS ISSUED.**

**B)** The VENDOR requests a waiver of the Department of Justice(DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

- The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas, whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1(c)]
- The VENDOR and its employees WILL HAVE OTHER THAN LIMITED CONTACT with pupils but will assure that ONE(1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2(a)]  
**-- Check all methods to be used:**
  - 1) Installation of a physical barrier at the worksite to limit contact with pupils
  - 2) Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious or violent felony as ascertained by the DOJ
  - 3) Surveillance of employees of the VENDOR by school personnel
- The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable" [EC 45125.1(b)]

**By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR's sole responsibility to maintain, update and provide the District with current "Fingerprint and Criminal Background Check Certification", along with the employee list, throughout the duration of VENDOR provided services.**

Authorized VENDOR Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**BOTH DISTRICT APPROVALS SHOWN BELOW ARE REQUIRED:**

Office use only	<b>WAIVER REQUEST:</b> <b>APPROVED---</b> <input type="checkbox"/> <b>DENIED---</b> <input type="checkbox"/> By: _____ Date _____ <i>Mohammad Z. Islam, Business Administrator, Business Services Division OR Other Authorized District Agent</i>
	<b>WAIVER REQUEST:</b> <b>APPROVED---</b> <input type="checkbox"/> <b>DENIED---</b> <input type="checkbox"/> By: _____ Date _____ <i>Harold Vollkommer, Asst. Superintendent, Human Resources Division OR Other Authorized District Agent</i>

# **BUSINESS AND NON- INSTRUCTIONAL OPERATION**

Policy No. 3323

## DISABLED VETERAN BUSINESS ENTERPRISES

Project agreements for the construction and/or modernization of school facilities which are approved for funding by the State Allocation Board shall include the following language:

1. As required by the Education Code Section 17076.11, this Board has a participation goal for Disabled Veteran Business Enterprises of three percent, per year, of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District.
  2. At the time of execution of a contract, the contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition for final payment under any contract for such project, the contractor shall provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.
  3. The Superintendent or designee shall devise a process for the implementation of this policy as defined in the Education Code and shall make any necessary revision to keep the policy current with State legislation.
-

### **DISABLED VETERAN PARTICIPATION GOALS ARE ESTABLISHED**

Military and Veterans Code §999.2 provides that contracts awarded by any state agency (including school districts when they are expending state funds for construction and professional services) shall have statewide participation goals of not less than 3 percent for disabled veteran business enterprises. This measure establishes definitions and requirements for certification as a disabled veteran business enterprise. Section 999.9 makes it a crime to participate in falsely obtaining certification or contracts as a disabled veteran business enterprise. Section 10115.9 is added to the Public Contract Code to enable a limited liability company to be certified as a disabled veteran business enterprise. Statutes of 2003, Chapter 632, SB 1008, Machado, effective January 1, 2004.

**DON'T MISS OUT ON  
SBCUSD LOCAL BUILDING  
OPPORTUNITIES—**

**—ADD YOUR NAME TO OUR  
MAILING AND EMAILING LIST.  
CONTACT US TO REGISTER:**

SBCUSD—Facilities Management  
LOCAL BUSINESS OUTREACH PROGRAM  
777 North F Street  
San Bernardino, CA 92410  
(909) 381-1238 Fax (909) 885-4218  
susan.deleon@sbcusd.com

OR VISIT LBOP ON THE WEB @

**www.sbcusd.k12.ca.us**

AND CLICK ON Nutrition Services and Facilities Operations

**SBCUSD  
FACILITIES CONTRACTS  
6 MONTH LOOK AHEAD**

Type	School Name
<b>Mods</b>	Belvedere ES
	Cajon HS
	Thompson ES
	Oehl ES
<b>New</b>	Monterey ES
	New Curtis MS
	Emmerton II ES
<b>SDC Adds</b>	San Bernardino HS
	Arrowview MS
	King MS
	San Gorgonio HS
	Del Vallejo MS
	Gold Valley MS
	Shandin MS
	Cajon HS
	Pacific HS
	Serrano MS

**SBCUSD**

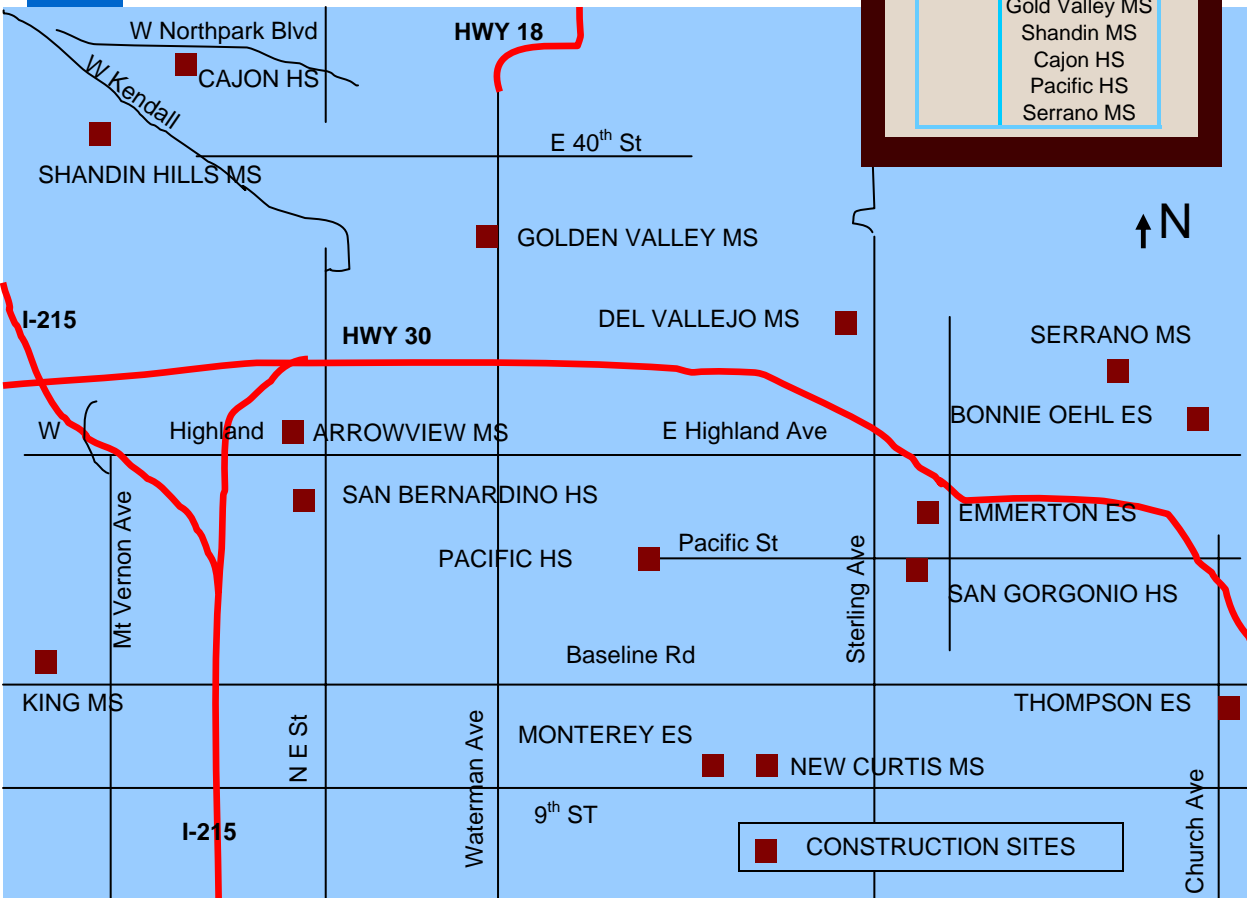


**BUILDING  
SCHOOLS.**

**BUILDING  
EDUCATION.**

**BUILDING  
OPPORTUNITIES.**

**LOCAL  
BUSINESS  
OUTREACH  
PROGRAM**





## Program Plan

### MISSION

SBCUSD, in support of local businesses and its students, is implementing an outreach program to increase awareness and participation in its facilities contracts opportunities.

### STRATEGY

SBCUSD is communicating program information in phases to leverage and strengthen existing relationships and build new ones

- Phase I— target existing district business and education partners
- Phase II—expand out to other local businesses citywide
- Phase III— embrace local businesses countywide

### OPPORTUNITIES

SBCUSD is collaborating with existing industry associations, chambers, public agencies, to provide

- Information about contracting opportunities
- Training and dialogue to eliminate program barriers
- Network of industry partners for teaming opportunities



## Program Qualifications

### BUILDING SCHOOLS

*SBCUSD Business Partnerships*

To become a program partner, a local business must submit:



Proof of Locality (any one or more):

- Local business license
- Local business address
- Local residence



Program Registration Form

### BUILDING EDUCATION

*SBCUSD Education Partnerships*

To be designated “ED Friendly,” a local business must either:



Volunteer to SBCUSD education programs (any one or more) :

- Time
- Talent
- Treasure



Partner or subcontract with a local business that is designated “ED Friendly”



## Program Incentives

### LOCAL BUSINESS NETWORKING

*Industry, Association, Chamber Events*

Build opportunities by networking with Construction Managers, Prime and General Contractors, and SBCUSD Facilities Management at events hosted with local chambers of commerce and industry associations. Meet and team with other local businesses for SBCUSD Facilities Contracts.

### LOCAL BUSINESS TRAINING

*Workshops, Brown Bags, Presentations*

Take advantage of our educational partnerships with businesses, economic consortiums, redevelopment agencies, small and minority development centers to learn how to obtain insurance, qualify for industry certifications, and expedite contract pay applications.

### LOCAL BUSINESS RECOGNITION

*“ED Friendly” Business Designation*

Be recognized for your support of SBCUSD students and education programs. Our unique “ED Friendly” logo on district vendor lists, contractor and subcontractor directories accessed by district purchasing, local contractors and professional services differentiates your business from the rest.



**BUILDING SCHOOLS.  
BUILDING EDUCATION.  
BUILDING OPPORTUNITIES.**

**SBCUSD LOCAL BUSINESS OUTREACH PROGRAM**



**SBCUSD LBOP REGISTRATION**

Company Information		Contact Information	
Company Name and Address		Name	Title/Position
		Cell phone - -	
		Office phone - -	Fax - -
Corporate Address (if different than local)		E-mail	
		Web Address	

Ownership Type (check type)	Employee Count	Gross Receipts	Small Business Certification (check type)
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other: (describe)		YR/\$	<input type="checkbox"/> SB <input type="checkbox"/> DVBE <input type="checkbox"/> other: <input type="checkbox"/> none Name on Certification: _____ Certifying Agency: _____

**Business Goods and/or Services (CSI)**  
(Check all that apply and circle or note specialty )

<input type="checkbox"/> General Contracting (00)	<input type="checkbox"/> Doors and Windows (08)	<input type="checkbox"/> Electrical (16)	<input type="checkbox"/> Planning
<input type="checkbox"/> General Requirement (01)	<input type="checkbox"/> Finishes (09)	<input type="checkbox"/> Utilities	<input type="checkbox"/> Architect/Engineer
<input type="checkbox"/> Site work (02) Demo/remed	<input type="checkbox"/> Specialties (10)	<input type="checkbox"/> Communications/ IT	<input type="checkbox"/> Construction Mgmt
<input type="checkbox"/> Concrete (03)	<input type="checkbox"/> Equipment (11)	<input type="checkbox"/> Landscape/Irrigation	<input type="checkbox"/> CADD/Drafting
<input type="checkbox"/> Masonry (04)	<input type="checkbox"/> Furniture (12)	<input type="checkbox"/> Security	<input type="checkbox"/> Admin/office Graphic Design
<input type="checkbox"/> Metals (05)	<input type="checkbox"/> Spec Constr (13)	<input type="checkbox"/> Portable/mod facilities (lease/purchase)	<input type="checkbox"/> Accounting AP,AR, HR, Payroll
<input type="checkbox"/> Woods and plastics (06)	<input type="checkbox"/> Conveying systems (14)	<input type="checkbox"/> Real Estate/Appraisal/CEQA	<input type="checkbox"/> DSA, CEQA, CDE Specialty:
<input type="checkbox"/> Thermal and moisture (07)	<input type="checkbox"/> Mechanical (15)	<input type="checkbox"/> Inspection DSA certified: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III <input type="checkbox"/> IP	<input type="checkbox"/> OTHER:(specify)

**Local Business Program Qualifications**  
To qualify as a local business complete #1 and #2  
To be designated as an "ED Friendly" local business also complete #3

<b>1a. All above Registration information filled out</b> <input type="checkbox"/> yes		
<b>b. Deliver program information via:</b> <input type="checkbox"/> USPS <input type="checkbox"/> E-mail		
<b>2. Local Business (located within San Bernardino County)</b> (check all that apply)(attach copy of documentation)		
<input type="checkbox"/> local business license <input type="checkbox"/> local business address <input type="checkbox"/> local residence <input type="checkbox"/> City of San Bernardino <input type="checkbox"/> County of San Bernardino/City: <input type="checkbox"/> Other:		
<b>3. "ED Friendly" Designation</b> (you must check at least one)	<b>Contact name/tel</b>	<b>School/Co.</b>
<input type="checkbox"/> As a local business, contribute time, talent and/or treasure in support of SBCUSD education programs ( attach copy of documentation)		
<input type="checkbox"/> Partner/Subcontract with other local businesses who are Ed Friendly (attach copy of documentation)		