



BUENA PARK LIBRARY DISTRICT

REQUEST FOR PROPOSALS (RFP) # 2024-002

A&E SERVICES FOR THE LIBRARY RENOVATION PROJECT

NOTICE IS HEREBY GIVEN that **Buena Park Library District** (“District”) is seeking qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full architectural and engineering (A&E) services for the project.

Respondents to the RFP should deliver one electronic copy via email of their Submittal, labeled “RFP # 2024-002 Submittal,” to:

Helen Medina
BUENA PARK LIBRARY DISTRICT
7150 La Palma Ave.
Buena Park, CA 90620
Or
proposals@buenaparklibrary.org

ALL RESPONSES ARE DUE BY 4:00 P.M. ON MAY 30, 2024. Oral, facsimile, and/or telephone submittals will not be accepted. Submittals received after this date and time will not be accepted.

Questions regarding this RFP may be directed in writing to **Helen Medina** at proposals@buenaparklibrary.org and must be submitted in writing on or by **4:00 P.M. ON MAY 30, 2024.**

Each Submittal must conform and be responsive to the requirements set forth in this RFP. District reserves the right to waive any informalities or irregularities in received Submittals. Further, District reserves the right to reject any and all Submittals and to negotiate contract terms with one or more Respondents for any portion of the services. District retains sole discretion to determine issues of compliance and to determine whether any Respondent is responsive, responsible, and qualified.

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BUENA PARK LIBRARY DISTRICT

REQUEST FOR PROPOSALS

A&E SERVICES FOR THE LIBRARY RENOVATION PROJECT

BACKGROUND

The Buena Park Library District (District) is an independent special district that was organized in 1919 under the Education Code of California, Sections 19600-19734, separate and apart from the City of Buena Park. Special districts are a form of local government that were created by their constituents to meet specific service needs for their community. This free public library, governed by a five-member elected library board, provides equal access to library services for all community residents.

The District maintains a 45,000 square foot, two-story library facility with a usable basement space that contains a large community room and a small meeting room. It was constructed in 1969 and designed by esteemed architectural firm William L. Pereira & Associates.

District is seeking experienced and proven design professionals to provide architectural and engineering services. This RFP explains the services sought and generally outlines the requirements. District may use this RFP to select a pool of qualified Respondents for future consideration.

PROJECT DESCRIPTION

Overview

The current library facility, designed by renowned architectural firm William L. Pereira & Associates, stands as a 45,000 square foot, two-story structure with an additional usable basement space. Constructed in 1969, the building holds significant historical value and is eligible for inclusion in the California Register of Historical Resources. However, despite its historical significance, the facility is facing critical issues with several building systems nearing the end of their useful life. The District is keen on renovating the facility while preserving its historic eligibility, with a focus on addressing structural, mechanical, electrical, plumbing, fire, and aesthetic concerns.

Building Systems

- Architectural: Visible cracks in interior and exterior walls necessitate a structural assessment. Roofing issues, including leaks and deterioration, call for replacement. Flooding problems in the basement and deteriorated flooring require attention, along with damaged ceiling areas. Original wood doors require repair or replacement, and programmatic revisions are needed to optimize space utilization.
- Mechanical, Electrical, Plumbing, and Fire (MEPF): While HVAC equipment has been recently upgraded, plumbing systems are old and prone to backups and leaks. Original electrical systems are approaching the end of their lifecycle, with issues such as wiring failures leading to floods. Fire protection systems need retrofitting, and elevator maintenance/replacement is required.
- Site: The site has been well-maintained, with paved parking areas, LED lighting, and moderate

landscaping. However, the irrigation control system has failed due to leakage, necessitating repairs.

- **Note:** the District has conducted a facilities condition assessment (FCA), a historic architectural assessment, as well as a lead and asbestos report and plans to share the reports with the selected consultant once awarded contract.

Project Objectives

- **Upgrade Critical Building Systems:** Address structural, roofing, plumbing, electrical, and fire safety systems to enhance building performance and user comfort.
- **Aesthetic Enhancements:** Utilize remaining funds judiciously to revitalize the Library's aesthetics, ensuring a welcoming and visually appealing environment for patrons.

Budget Allocation

With a total project budget of \$7 million, the District has allocated \$5 million for construction activities, ensuring a comprehensive renovation within a well-defined budgetary framework.

PROPOSAL SUBMISSION INSTRUCTIONS

All proposals must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the contractual agreement. In addition, the Proposer's authorized signature of the proposal assures the company's understanding of the intent to enter into a contract for preparation of the Library Renovation Project with the District. The cost of developing the proposal is the sole responsibility of the Proposer. All submitted proposals become the property of District.

Proposals may be withdrawn up to the date and time set for closing. Negligence upon the part of the Proposer in preparing their proposal shall not constitute a right to withdraw a proposal subsequent to proposal opening. A conditional or unqualified proposal may be cause for rejection. Only proposals properly received will be accepted.

TIMELINE

The following is the District's tentative schedule for the RFP process. All times in Pacific Standard Time (PST).

- | | |
|----------------------------------------|--------------|
| 1. Request for Proposal: | May 9, 2024 |
| 2. Deadline for Questions: | May 17, 2024 |
| 3. Answers to all Questions by: | May 22, 2024 |
| 4. Deadline for Submitting RFP: | May 30, 2024 |
| 5. Short List Interviews/Presentation: | June 2024 |
| 6. Anticipated Award of Contract: | July 2024 |

PROPOSAL SUBMISSION GUIDELINES

To achieve a uniform review process and obtain the maximum degree of comparability, the proposal shall be organized in the manner specified below. Please use common size font and limit proposal to 50 single-sided pages.

A. Cover Letter - Name of the Consultant and executive summary of proposal

B. Table of Contents

C. Contact Information and Experience

1. Organizational Information – Provide specific information regarding the organization including but not limited to the organization’s full name, address, and identity of parent company if the organization is a subsidiary.

2. Contact information

- i. Name, title, email address, and direct phone number of the person(s) authorized to negotiate and execute the contract resulting from this RFP.
- ii. Name, title, email address, and direct phone number of the person(s) who shall act as the main point of contact/project manager or person(s) responsible for responding to questions related to this proposal.

3. Qualifications and Experience

- i. Provide specific information in this section regarding prospective consultant’s experience in the services specified in this RFP. Relevant information includes, but is not limited to:
 - a. Total number of years in operation, general scope of services provided, and current principal area of expertise;
 - b. Number of years the firm has been providing design services;
 - c. Provide a resume and description of each team member’s qualifications that will be assigned to this project;
 - d. Experience working with local government; and
- ii. List of at least three similar or comparable Library renovation projects. Include project description, project budget, final budget if different, and duration of the project. For each example, identify the type of project, the project size and budget, the company’s role, client name and contact information, and indicate what role (if any) the proposed project manager and other team members had in the project.
- iii. List of at least three business references, include entity name, address, contact person’s name and telephone number, and a brief description of the work performed for them.
- iv. Any and all judgments, pending, or expected litigation or other real or potential financial reversal within the last five (5) years that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist. If applicable, state the issues in the litigation, the status of the litigation, names of parties, and outcome. A Submittal failing to provide the requested information on litigation history, will be considered non-responsive.

- D. **Project Understanding and Approach** – The proposal should include the Consultant’s understanding of the project as well as their approach and commitment to delivering design services that meets or exceeds the requirements outlined in Exhibit A – Scope of Services. The scope of work may be modified during contract negotiations with the selected consultant and is intended to outline and describe the range of tasks anticipated for the project. The proposal should include diagrams, graphic representations, and narrative descriptions as necessary to enable the review committee to understand and evaluate the Respondent’s understanding of, and approach to, the requested design services.
- E. **Schedule of Services** – Provide a detailed schedule outlining the major milestones in the process as well as each phase of design in alignment (or better) than the following:

Phase	Month
Conceptual Design	August 2024 - September 2024
Schematic Design	October 2024 – November 2024
Design Development	December 2024 – February 2025
Construction Documents	March 2025 – June 2025
Plan Check / Permitting	July 2025 – August 2025
Bidding	September 2025 – November 2025
Construction (assumes 2 phases)	December 2025 – Nov 2026

- F. **Fee** - The proposal shall clearly state all of the costs associated with the project, broken down by design phase in accordance with Exhibit B – Fee Matrix. Provide costs based on a time and materials not to exceed-basis, include information listing the hourly rates by name and title for each key personnel. Provide sufficient information for District staff to determine the total contract price for all components that make up the total budget. The project costs should include all expenses that will be charged to the District. The cost for developing the proposal is the sole responsibility of the submitting prospective consultant and shall not be chargeable to the District.
- G. **Identification of Subconsultants** – Identify all subconsultants intended to be used for the proposed scope of work. For each subconsultant listed, indicate what services are to be supplied by that subconsultant and, what percentage of the overall scope of work that subconsultant will perform. Please provide examples of at least three similar projects that were designed by the proposed firm as well as if specify whether these projects were executed in collaboration with the prime Consultant. The District expects that the team shall remain intact through the duration of any contract. If a team member must leave, District reserves the right to approve that team member’s replacement.
- H. **Additional Information** – Include any other information you believe to be pertinent, but that is not required. Do not exceed the page limit listed above.
- I. **Contract Revisions** - By submitting a proposal in response to this RFP, prospective consultants certify that they take no exceptions to the terms and requirements of this RFP, including the terms of Exhibit C. Any proposed waiver or change to Exhibit C must be clearly identified within this section. Failure to clearly identify exceptions to Exhibit C in the submitted proposal will be construed as acceptance of all terms and conditions contained therein. Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP or the resulting Consulting Agreement (Exhibit C) are not permitted.

GENERAL TERMS AND CONDITIONS

- A. All Proposers must be properly licensed and/or registered in the State of California for the services performed. If a Service Item is being performed which requires a unique license or registration, only the person(s) who maintains that unique license or registration may perform that Service Item.
- B. The amount of work may vary under this invitation.
- C. Consultant shall be knowledgeable and comply with all federal, state, and local laws, rules, and regulations and ordinances that may be applicable to the operation of equipment provided by Consultant.
- D. The Consultant and their personnel are required to adhere to all Federal, State, and local laws that apply to the provisions of the services under this Contract, as well as those laws that regulate the general public.

LIMITATIONS

This RFP is neither a formal request for bids, nor an offer by District to contract with any party responding to this RFP. All decisions regarding selection will be made in the District's best interests. The contract award pursuant to this RFP, if at all, is at the District's sole discretion.

District makes no representation that participation in the RFP process will lead to a contract award or any consideration whatsoever. District shall in no event be responsible for the cost of preparing any Submittal in response to this RFP.

Submittals and any other supporting materials submitted to District in response to this RFP will not be returned and will become the property of District unless portions of the materials are designated as proprietary at the time of submittal. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Submittals shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act until after either: (1) District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) District has rejected all Submittals. Furthermore, District will have no liability to Respondent or other party as a result of any public disclosure of any Submittal.

FULL OPPORTUNITY

District hereby affirmatively ensures that all Respondents including, without limitation, Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFP and will not be discriminated against on the basis of actual or perceived race, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability,

medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics in any consideration leading to the award of contract.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of Respondent.

SELECTION PROCESS

A. Selection Criteria

Each Submittal must be complete. Incomplete submittals will be considered nonresponsive and grounds for disqualification. District retains sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. District may elect to conduct interviews with some or all of Respondents.

The criteria for evaluating Respondents may include, without limitation, the following:

- Overall responsiveness of the Submittal;
- Experience and performance history of Respondent with similar services;
- Experience and results of proposed personnel;
- Value of services under proposed fees;
- References from clients; and
- Technical capabilities and track record of use.

District will identify Respondent(s) that can provide the greatest overall benefit to District and may also identify Respondent(s) for inclusion in a qualified pool for consideration for future contracts.

B. District Investigations

District may perform investigations of Respondents that extend beyond contacting the references identified in the Submittal. District may request a Respondent submit additional information pertinent to the review process.

C. Interviews

District, at its sole discretion, may elect to interview one or more Respondents. If a Respondent is requested to come for an interview, the key proposed staff will be expected to attend the interview. Any proposed changes to the form of Agreement attached hereto as Appendix C shall be provided with the Submittal and may be the subject of inquiry at the interview.

D. Final Determination and Award

District reserves the right to contract with any entity responding to this RFP for all or any portion of the services described herein, to reject any Submittal as nonresponsive, and/or not to contract with any Respondent for the services described herein. District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. District reserves the right to contract with any person or firm not participating in this process. District shall in no event be responsible for the cost of preparing any Submittal in response to this RFP, including any supporting materials.

Awarding of contract(s) is at sole discretion of District. District may, at its option, determine to award contract(s) only for portions of the scope of services identified herein. In such case, the successful Respondent(s) will be given the option not to agree to enter into the contract and District will retain the right to negotiate with any other Respondent selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, District will retain the right to enter into negotiations with any other Respondent to this RFP.

LIST OF DOCUMENTS AFFIXED

The following three (3) exhibits are attached to this RFP. If proposer is selected, Exhibit C must be fully executed prior to submission of Agreement to the Board of Trustees.

Exhibit A. Scope of Services

Exhibit B. Fee Matrix

Exhibit C. Buena Park Library District – Agreement for Architectural Services

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Architectural & Engineering (A&E) Services for the **Library Renovation Project** (“Project”) on the basis of a design-bid-build delivery. Consultant shall provide complete architectural and related engineering documents necessary for construction, including drawings, details, and specifications as well as construction administration support thru delivery. These plans shall take into account the expected uses, existing/modified fixtures and utilities, site considerations, visual appeal, environmental sustainability, and impacts of construction. Consultant shall prepare, submit, and secure all permits and regulatory approvals.

The scope of services anticipated for this Project may include, but are not limited to:

A. Design Management and Coordination

Provide all the services to manage the Project through completion. The work shall include, but not be limited to the following tasks:

1. Provision of all design management and quality control services throughout the duration of the Project, including coordination with the District’s Construction Manager and outside agencies/utility departments. The consultant shall deliver a high-quality product within budget and on schedule.
2. Coordinate, attend, and prepare design meeting minutes for the Project kick-off meeting and bi-weekly meetings with District staff and related consultants.
3. Coordinate meetings with the District to discuss the Project, present design options, review alternatives, etc.
4. Coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
5. Provide monthly design progress schedule updates in conjunction with submittals of invoices.
6. Make up to three (3) presentations to the Board and/or the public, as required, and at regularly scheduled design meetings, as directed by the District.

Deliverables:

- Project Schedule and Updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle.
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings

B. Design & Engineering Services

In performance of the required design services, the District is requesting proposals from teams with experience in consensus driven Conceptual Design, Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning.

1. A facilities condition assessment (FCA) has been separately procured and will be shared with the selected consultant team following award of contract. The consultant should separately validate and recommend suggested course of renovation actions.
2. The District has separately procured a lead and asbestos survey of the building which will be shared with the selected consultant team following award of contract.
3. The District has separately procured a historic architecture assessment of the building and site which will be shared with the selected consultant team following award of contract.
4. The consultant shall provide a topographic and civil survey of the site in support of any needed path of travel scope which may be required as a result of the renovation and building addition.
5. The consultant shall produce drawings and include contents therein based on AIA standards for Conceptual Design, Schematic Design, Design Development, and Construction Documents.
6. The work shall be performed in accordance with all of the latest applicable codes, standards, and regulations.
7. At a minimum, the A & E shall provide the following Scope of Work:
 - a. Development of Complete Specifications (including Division 01, and project specific modifications to the District General Provisions and Special Provisions)
 - b. Architectural Design
 - c. Civil Engineering and Landscape Design as applicable
 - d. Structural Engineering (including structural analysis of existing facility if applicable)
 - e. Mechanical Engineering
 - f. Plumbing Engineering
 - g. Electrical Engineering
 - h. Low Voltage (Structured Cabling Systems)
 - i. Audio Visual Design
 - j. Lighting Design
 - k. Signage & Graphics Design
 - l. Codes and Accessibility Compliance
 - m. Waterproofing as applicable
 - n. Security Systems (basis of design for design build delivery) as applicable
 - o. Fire Alarm Systems (basis of design for design build delivery) as applicable
 - p. Building Management Systems (BMS) (basis of design for design build delivery) as applicable
 - q. Utility coordination and inclusion in documents as applicable
 - r. Interior Design
 - s. Furniture, Fixtures and Equipment Design and Procurement Management
 - t. Coordination with District Facilities Management personnel and assigned Construction Manager
 - u. Construction Administration (assume 1 OAC meeting on-site per week for 18 months of construction)

- v. Title 24/ CalGREEN Commissioning
- 8. The consultant shall produce conceptual, schematic, and design development packages with respective cost estimates at each stage, as well as a 50%, 80%, and 100% construction document submittal packages for review. An additional cost estimate shall be incorporated only at the 80% construction document stage.
- 9. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size and shall be signed by the architect and engineer of record, licensed in the State of California.
- 10. The plans shall be produced using the most current version of AutoCAD and/or Revit.
- 11. Specifications shall be written in Greenbook format. The District will provide templates for general provisions. The consultant will be responsible for producing all special provisions with bid items descriptions and technical specifications in the appropriate format.
- 12. The schedule of items shall address the full scope of work, and shall indicate accurate quantities in support of the Architect's Estimate.
- 13. The consultant shall submit plans to the District and revisions as needed for permitting.
- 14. Plans shall be completed and ready for building permit, to be pulled by the construction contractor.

Deliverables:

- a. PS&E submittals in electronic format (PDF, AutoCAD, Word and Excel) for the following:
 - i. Conceptual Design package and cost estimate
 - ii. Schematic Design package and cost estimate
 - 1. This should additionally include item such as engineering, slop, drainage, historic preservation, and/or soils.
 - iii. Design Development design package and cost estimate
 - iv. Construction Document design package (with specifications) at 50%, 80% and 100%. The 80% CD package shall include a cost estimate.
- b. 3D renderings should accompany the above design packages to visually illustrate design concepts, site plans and interiors.
- c. A letter report summarizing review comments and the resolution of the review comments
- d. Final bid documents in electronic and PDF format
- e. Final Permit Set of Construction Drawings

C. Contractor Bidding

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect and/or its subconsultants shall provide services including, but not limited to, the following:

- 1. Issue Construction Documents and Specifications to the District
- 2. Attend an internal bid process planning meeting with the District and stakeholders
- 3. Attend pre-bid conference and job walk with potential bidders
- 4. Review and respond to all Bid RFI's and Substitution Requests
- 5. Produce and provide all necessary Addenda including but not limited to narratives, RFI responses, changes, details, new sheets, and specifications. The Information provided shall be

clouded and delta stamped

6. Assist in reviewing prime contractor bids for correctness and completeness
7. Participate in the pre-construction meeting(s)
8. Assist District and Construction Manager in the evaluation of contractor bids

D. Furniture Design and Procurement Services

In the furniture design and management phase of the Project, the Project A&E shall provide the following services necessary to design, negotiate and secure competitive pricing and services required for the Project to the extent the District chooses to replace /acquire furniture based on available budget.

The District desires all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

1. Needs Assessment
 - a. Meet with key representatives of the Project to define goals for obtaining furniture for the Project, including image, function budget and schedule
 - b. Prepare an initial overall Project furniture budget and schedule for review and approval
 - c. Review the work processes for all staff to assist the Architect in designing typical workstation layouts that meet the functional needs of the District
 - d. Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space
2. Design and Documentation Preparation
 - a. Present private office and workstation images and ancillary furniture of the products for District review
 - b. Develop descriptive criteria for the furniture design intent
 - c. Develop furniture setting plans for the entire Project
 - d. Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
 - e. Finalize with the District and the dealer the final configuration and specifications of these products
 - f. Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer is to provide a color board for review and approval by the District
 - g. Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
 - h. Undertake a comparison analysis of the furniture final costs with the established budget
 - i. The Dealer will be responsible for providing detailed specifications
3. Procurement Process
 - a. Develop a comprehensive FF&E budget for all materials proposed.

- b. Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
- c. Prepare and provide adequate information for the issuance of Purchase Orders by the District.
- d. Review dealer provided Project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule
- e. Coordinate with the District and Contractor and FF&E distributor for final delivery and installation dates.
- f. Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.

Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

E. Construction Administration

1. Attend weekly OAC meetings, as directed by the District to respond to questions concerning the plans, specifications and estimates.
2. Review and provide input on the construction schedule, as needed.
3. A&E shall be available for on-site visits, as necessary, in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions and Technical Specifications.
5. Respond to Request for Information (RFIs) from the contractor and prepare modifications or revisions as required. This will include utilizing a document management software that will be provided by the Project management team.
6. The District shall not be billed for, nor shall it pay for responding to Request for Information (RFIs) or any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
7. The consultant shall assist the District in the preparation of contract change orders, including time impact and independent cost analysis, as necessary.
8. The consultant shall participate in the final walk through of the constructed Project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

EXHIBIT B
FEE MATRIX

EXHIBIT C
BUENA PARK LIBRARY DISTRICT
AGREEMENT FOR ARCHITECTURAL SERVICES

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL SERVICES**

BUENA PARK LIBRARY DISTRICT

WITH

FOR

[NAME OF PROJECT]

_____, 202_

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services (hereinafter referred to as the "Agreement") is entered into as of this _____ day of _____, 202_, by and between the Buena Park Library District ("District"), and [Architect's Legal Name], a [State of Incorporation] corporation/partnership/sole proprietorship ("Architect"). The District and the Architect may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the District desires to engage the services of the Architect to provide professional architectural design, planning, and related services for the project more fully described as [Full Project Description], located at [Project Location] (hereinafter the "Project");

WHEREAS, the Architect represents that it has the requisite expertise, licensure, and ability to provide the architectural services necessary for the design, planning, and execution of the Project, in accordance with the standards of the profession and applicable laws and regulations;

WHEREAS, the Parties wish to set forth the terms and conditions under which these architectural services will be provided, including the responsibilities of both the District and the Architect, in a manner consistent with the best interests of the District and the successful completion of the Project;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-Built"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the City of Buena Park's Building Department has approved and that the District can use to go out to bid for construction of the Project.

- 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that the City of Buena Park’s Building Department has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which City approval is required.
- 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the City-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Construction Manager**: The District’s representative on the Project if the District retains a construction manager, project manager, or owner’s representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with the District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.12. **District**: The Buena Park Library District.
- 1.1.13. **Extra Services**: District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee.
- 1.1.14. **Laboratory of Record**: The District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.15. **Project**: District’s [Name of Project] Project at [Address].
- 1.1.16. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.17. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required

by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

- 1.1.18. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect's duties and services under this Agreement shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Architect's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Architect shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Architect pursuant to this Contract.
- 2.3. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public library facilities and applicable requirements of federal, state, and local law including, without limitation, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.4. The District intends to award the Project to Contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.5. Reserved.
- 2.6. Architect shall contract for or employ, at Architect's own expense, Consultant(s) as deemed necessary for the complete and satisfactory completion of the Project. This includes, without limitation, architects; mechanical, electrical, structural, and civil engineers; landscapers; and interior designers, all of whom must be licensed by the State of California. These services are considered part of the Basic Services under this Agreement. The Architect shall submit to the District for approval the names of all such Consultant(s) prior to the

commencement of Services. The District reserves the right to reject the use of any Consultant proposed by the Architect.

- 2.7. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.
- 2.8. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies including, without limitation, the City of Buena Park, Orange County, the State Fire Marshal, and any regulatory office or agency that has authority for review and supervision of District construction projects.
- 2.9. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.10. Architect shall direct and monitor the work of the District's project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.11. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.12. Architect recognizes that the District has obtained the services of a Construction Manager and that Architect will have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and Contractors on the Project. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task including, without limitation, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the Governing Board of the District. In addition, the District may

have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.

- 2.13. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.14. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.14.1. Ground contamination or hazardous material analysis.
 - 2.14.2. Any asbestos and/or lead testing, design or abatement;
 - 2.14.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.14.4. Historical significance report.
 - 2.14.5. Soils investigation.

However, Architect shall coordinate and integrate its work with any such information pertaining to the above provided by District.

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____
Project Director: _____
Project Architect(s): _____
Project Architect(s): _____
Other: _____

Major Consultants:

Electrical: _____

Mechanical: _____

Structural: _____

Civil: _____

Other: _____

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a written Notice to Proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District’s established Construction Cost Budget and Project scope. In accordance with **Exhibit “A,”** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit “A,”** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District’s written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. The District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Within three (3) months’ time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.
 - 5.3.2. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.3. Authorize Architect to re-design or value-engineer and re-negotiate, when appropriate, and/or re-bid the Project within three (3) months’ time of receipt of bids (exclusive of District and other agencies’ review time) at no additional cost to the District.
 - 5.3.4. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
- 5.4. If any of the following events occur, the District may exercise any one or any combination of the actions set forth in Article 5.3 above:
 - 5.4.1. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy; or
 - 5.4.2. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or

- 5.4.3. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement the following ("Fee"):

An amount not to exceed [WORDS] and 00/100 Dollars (\$XXXXX.00) based on the rates set forth in Exhibit "D."

- 6.2. The District shall pay Architect the Fee pursuant to the provisions of Exhibit "D."
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with Exhibit "D."
- 6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in Exhibit "D."
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.
- 6.7. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for direct damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California library districts in or around the same geographic area as the District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by the District as described in Exhibit "B" only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been completed to the District's satisfaction. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in Exhibit "B" for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement,

and proceeds with such Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. This Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, without limitation, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology (“CADD”) (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each date and sign a “hard” copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter “Instruments of Service”), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

- 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that the District may advise Architect of in writing. Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of the District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.
- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect will provide an invoice to District for all Services performed until the notice of termination within fourteen (14) calendar days after the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect will provide an invoice to District for all Services performed until the notice of termination within fourteen

(14) calendar days after the notice of termination and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination for convenience.

- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.7. Project Suspension: If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all direct, indirect, and consequential damages. Architect shall also, to the furthest extent permitted by

California law and at the outset of the claim, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to the Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by the District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing the District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs including, without limitation, to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.
- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

Article 11. Reserved

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.

- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that the hazardous materials consultant's specifications are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the hazardous materials consultant's specifications related to asbestos and lead paint survey and/or abatement documentation to the preparer of the hazardous materials consultant's specifications.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, without limitation, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.
- 13.3. Architect hereby waives any and all claim(s) for recovery from the District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. Architect shall have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Architect's insurance company on the District's behalf.

Article 14. Nondiscrimination

- 14.1. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment including, but not limited to, the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit “E.”**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit “E.”**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District’s prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect’s prior written consent shall be considered null and void. If an assignment is approved, this Agreement shall be binding on the successors and assign of the parties.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

- 20.1. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Architect's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 24. Employment Status

- 24.1. Architect represents and warrants that Architect is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Architect shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Architect's employees. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).

- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect warrants it shall comply with all applicable ordinances, regulations, and resolutions of the county in which the District is located. Architect also warrants all of the work Architect performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California.
- 25.3. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.4. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 27. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:

Buena Park Library District
7150 La Palma Ave
Buena Park, California 90620

ATTN: _____
EMAIL: _____

Architect:

ATTN: _____
EMAIL: _____

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

Architect and the District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Article 28. Reserved

Article 29. District’s Right to Audit

- 29.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Right”). The District’s Right includes the right to inspect, photocopy, and to retain copies, outside of Architect’s premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 29.2. The District’s Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, the District’s Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. Architect shall be responsible for the cost of preparing and/or reviewing CCDs, change orders, or other required documents caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts due or to become due to Architect.
- 30.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California library districts in or around the same geographic area as the District.
- 30.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.
- 30.4. The individual executing this Agreement on behalf of Architect warrants and represents that she/he/they is/are authorized to execute this Agreement and bind the Architect to all terms hereof.
- 30.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed

to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

- 30.6. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D (“Section 179D”). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31. Exhibits “A” through “E” attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

BUENA PARK LIBRARY DISTRICT

[NAME OF ARCHITECT]

Date: _____, 20__

Date: _____, 20__

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Architectural & Engineering (A&E) Services for the **Library Renovation Project** (“Project”) on the basis of a design-bid-build delivery. Consultant shall provide complete architectural and related engineering documents necessary for construction, including drawings, details, and specifications as well as construction administration support thru delivery. These plans shall take into account the expected uses, existing/modified fixtures and utilities, site considerations, visual appeal, environmental sustainability, and impacts of construction. Consultant shall prepare, submit, and secure all permits and regulatory approvals.

The scope of services anticipated for this Project may include, but are not limited to:

A. Design Management and Coordination

Provide all the services to manage the Project through completion. The work shall include, but not be limited to the following tasks:

1. Provision of all design management and quality control services throughout the duration of the Project, including coordination with the District’s Construction Manager and outside agencies/utility departments. The consultant shall deliver a high-quality product within budget and on schedule.
2. Coordinate, attend, and prepare design meeting minutes for the Project kick-off meeting and bi-weekly meetings with District staff and related consultants.
3. Coordinate meetings with the District to discuss the Project, present design options, review alternatives, etc.
4. Coordinate, and attend other meetings as necessary to facilitate the completion of the scope of work.
5. Provide monthly design progress schedule updates in conjunction with submittals of invoices.
6. Make up to three (3) presentations to the Board and/or the public, as required, and at regularly scheduled design meetings, as directed by the District.

Deliverables:

- Project Schedule and Updates
- Monthly invoices shall include a Progress Summary Report indicating the tasks completed for the month and the tasks anticipated to be completed in the next billing cycle.
- Meeting agendas and minutes for all design and coordination meetings
- PowerPoint presentations and other exhibits for meetings

B. Design & Engineering Services

In performance of the required design services, the District is requesting proposals from teams with experience in consensus driven Conceptual Design, Schematic Design, Design Development, preparation of Construction Documents and Specifications, Construction Administration, and Commissioning.

1. A facilities condition assessment (FCA) has been separately procured and will be shared with the selected consultant team following award of contract. The consultant should separately validate and recommend suggested course of renovation actions.
2. The District has separately procured a lead and asbestos survey of the building which will be shared with the selected consultant team following award of contract.
3. The District has separately procured a historic architecture assessment of the building and site which will be shared with the selected consultant team following award of contract.
4. The consultant shall provide a topographic and civil survey of the site in support of any needed path of travel scope which may be required as a result of the renovation and building addition.
5. The consultant shall produce drawings and include contents therein based on AIA standards for Conceptual Design, Schematic Design, Design Development, and Construction Documents.
6. The work shall be performed in accordance with all of the latest applicable codes, standards, and regulations.
7. At a minimum, the A & E shall provide the following Scope of Work:
 - a. Development of Complete Specifications (including Division 01, and project specific modifications to the District General Provisions and Special Provisions)
 - b. Architectural Design
 - c. Civil Engineering and Landscape Design as applicable
 - d. Structural Engineering (including structural analysis of existing facility if applicable)
 - e. Mechanical Engineering
 - f. Plumbing Engineering
 - g. Electrical Engineering
 - h. Low Voltage (Structured Cabling Systems)
 - i. Audio Visual Design
 - j. Lighting Design
 - k. Signage & Graphics Design
 - l. Codes and Accessibility Compliance
 - m. Waterproofing as applicable
 - n. Security Systems (basis of design for design build delivery) as applicable
 - o. Fire Alarm Systems (basis of design for design build delivery) as applicable
 - p. Building Management Systems (BMS) (basis of design for design build delivery) as applicable
 - q. Utility coordination and inclusion in documents as applicable
 - r. Interior Design
 - s. Furniture, Fixtures and Equipment Design and Procurement Management
 - t. Coordination with District Facilities Management personnel and assigned Construction Manager
 - u. Construction Administration (assume 1 OAC meeting on-site per week for 18 months of construction)

- v. Title 24/ CalGREEN Commissioning
8. The consultant shall produce conceptual, schematic, and design development packages with respective cost estimates at each stage, as well as a 50%, 80%, and 100% construction document submittal packages for review. An additional cost estimate shall be incorporated only at the 80% construction document stage.
9. The consultant shall prepare final bid documents incorporating all comments from previous reviews. Final plans shall be plotted electronically to PDF in full size and shall be signed by the architect and engineer of record, licensed in the State of California.
10. The plans shall be produced using the most current version of AutoCAD and/or Revit.
11. Specifications shall be written in Greenbook format. The District will provide templates for general provisions. The consultant will be responsible for producing all special provisions with bid items descriptions and technical specifications in the appropriate format.
12. The schedule of items shall address the full scope of work, and shall indicate accurate quantities in support of the Architect's Estimate.
13. The consultant shall submit plans to the District and revisions as needed for permitting.
14. Plans shall be completed and ready for building permit, to be pulled by the construction contractor.

Deliverables:

- a. PS&E submittals in electronic format (PDF, AutoCAD, Word and Excel) for the following:
 - i. Conceptual Design package and cost estimate
 - ii. Schematic Design package and cost estimate
 1. This should additionally include item such as engineering, slop, drainage, historic preservation, and/or soils.
 - iii. Design Development design package and cost estimate
 - iv. Construction Document design package (with specifications) at 50%, 80% and 100%. The 80% CD package shall include a cost estimate.
- b. 3D renderings should accompany the above design packages to visually illustrate design concepts, site plans and interiors.
- c. A letter report summarizing review comments and the resolution of the review comments
- d. Final bid documents in electronic and PDF format
- e. Final Permit Set of Construction Drawings

C. Contractor Bidding

Upon conclusion of the Construction Documentation Phase, the Project Architect shall provide reproducible construction documents. The Project Architect and/or its subconsultants shall provide services including, but not limited to, the following:

1. Issue Construction Documents and Specifications to the District
2. Attend an internal bid process planning meeting with the District and stakeholders
3. Attend pre-bid conference and job walk with potential bidders
4. Review and respond to all Bid RFI's and Substitution Requests
5. Produce and provide all necessary Addenda including but not limited to narratives, RFI responses, changes, details, new sheets, and specifications. The Information provided shall be clouded and delta stamped

6. Assist in reviewing prime contractor bids for correctness and completeness
7. Participate in the pre-construction meeting(s)
8. Assist District and Construction Manager in the evaluation of contractor bids

D. Furniture Design and Procurement Services

In the furniture design and management phase of the Project, the Project A&E shall provide the following services necessary to design, negotiate and secure competitive pricing and services required for the Project to the extent the District chooses to replace /acquire furniture based on available budget.

The District desires all furniture selections be made from CMAS, US Communities, or other GSA approved pre-negotiated furniture listing, to the extent possible.

1. Needs Assessment
 - a. Meet with key representatives of the Project to define goals for obtaining furniture for the Project, including image, function budget and schedule
 - b. Prepare an initial overall Project furniture budget and schedule for review and approval
 - c. Review the work processes for all staff to assist the Architect in designing typical workstation layouts that meet the functional needs of the District
 - d. Perform an inventory of all existing FF&E and make recommendations for re-use in the renovated space
2. Design and Documentation Preparation
 - a. Present private office and workstation images and ancillary furniture of the products for District review
 - b. Develop descriptive criteria for the furniture design intent
 - c. Develop furniture setting plans for the entire Project
 - d. Assist in determining the criteria for Furniture Dealer selection, including initial and ongoing services, availability of products, installation capabilities, percentage off from list prices, etc.
 - e. Finalize with the District and the dealer the final configuration and specifications of these products
 - f. Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer is to provide a color board for review and approval by the District
 - g. Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
 - h. Undertake a comparison analysis of the furniture final costs with the established budget
 - i. The Dealer will be responsible for providing detailed specifications
3. Procurement Process
 - a. Develop a comprehensive FF&E budget for all materials proposed.
 - b. Oversee the price negotiation, manufacture, and delivery schedule for all FF&E.
 - c. Prepare and provide adequate information for the issuance of Purchase Orders by the District.
 - d. Review dealer provided Project schedule in coordination with the Master Project Schedule and the General Contractor's construction schedule

- e. Coordinate with the District and Contractor and FF&E distributor for final delivery and installation dates.
- f. Coordinate any power and/or low voltage requirements between Contractor and FF&E installations.

Upon completion of installation, the Project Architect shall attend a job walk to confirm completeness of installed FF&E items with the dealer. Dealer shall develop a corrective work list of missing items or corrective measures required.

E. Construction Administration

1. Attend weekly OAC meetings, as directed by the District to respond to questions concerning the plans, specifications and estimates.
2. Review and provide input on the construction schedule, as needed.
3. A&E shall be available for on-site visits, as necessary, in response to questions arising from the progress of the work.
4. The consultant shall review all material submittals and shop drawings as required by the Special Provisions and Technical Specifications.
5. Respond to Request for Information (RFIs) from the contractor and prepare modifications or revisions as required. This will include utilizing a document management software that will be provided by the Project management team.
6. The District shall not be billed for, nor shall it pay for responding to Request for Information (RFIs) or any revisions to the plans and specifications that are required due to errors or omissions in the original contract documents.
7. The consultant shall assist the District in the preparation of contract change orders, including time impact and independent cost analysis, as necessary.
8. The consultant shall participate in the final walk through of the constructed Project and assist in the preparation of "punch list" items in need of work.
9. The consultant shall prepare record drawings following construction from mark ups by the contractor and the resident engineer. Submittal of record drawings shall be full-sized PDFs.

Deliverables:

- Responses to RFIs, material submittals, and shop drawings from the contractor
- Plan revisions, as required
- Responses to the review of proposed contract change orders
- Plan revisions, as required, and as-builts

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Providing services as directed by the District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit "A."**
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- C. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- D. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- E. Providing services made necessary by the default of Contractor(s).
- F. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal In Charge:	
Associate Principal:	
Project Manager:	
Designer:	
Assistant Project Manager:	
Intern Architect:	
Contract Administrator:	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).
 1. The following reimbursable items are approved for mark-up:
 - a. Sub-consultant Invoices.
 2. Any approved item of Extra Services not identified in the above list may not be marked-up.

END OF EXHIBIT

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. As part of the request for proposals (RFP), Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall align with the general timelines noted below and will be included on the following page as part of the contract.

Phase	Month
Conceptual Design	August 2024 - September 2024
Schematic Design	October 2024 – November 2024
Design Development	December 2024 – February 2025
Construction Documents	March 2025 – June 2025
Plan Check / Permitting	July 2025 – August 2025
Bidding	September 2025 – November 2025
Construction (assumes 2 phases)	December 2025 – Nov 2026

END OF EXHIBIT

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.

B. Method of Payment

3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice.

END OF EXHIBIT

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A.** Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employer's Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employer's Liability Insurance policy. That policy shall provide employer's liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her/their consultant(s) on a Claims Made basis for Two Million Dollars (\$2,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus three (3) years thereafter.
- C.** District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

D. Deductibles and Self-Insured Retention: Architect shall inform the District in writing if any deductibles or self-insured retention exceeds Twenty-Five Thousand Dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.
2. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
3. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Architect's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Architect and all subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Architect and all subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior to the effective date of this Agreement, or the start of Work date, the Architect must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.
4. For any claims related to, arising out of, or connected with the Project, Architect's general liability and automobile liability insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
5. For the Architect's general liability, automobile liability and workers' compensation insurance, Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

6. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
8. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
9. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
10. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of Additional Insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
11. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.
12. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

F. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its

behalf. All endorsements are to be received and approved by the District before Services commence.

H. Copy of Insurance Policy(ies): Upon the District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT