

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 10, 2020

AGENDA ITEM A-18

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Qualifications 20-13, Architectural/Engineering Services, and Request for Qualifications 20-14, Professional Services - Construction Related Consultants

ITEM DESCRIPTION: It is recommended the Board approve Requests for Qualifications (RFQ) 20-13 and 20-14, to provide a pool of qualified firms/consultants for use in support of the district's new construction, modernization, modular projects, and deferred and general maintenance projects. Also included in the RFQ are firms that provide services for securing funding and project approvals from State agencies and firms that assist in preparing and analyzing demographic and enrollment data. The request for qualifications was lawfully advertised on December 19, 2019 and December 26, 2019. Notifications were sent to 427 firms plus five construction trade publications, and the district received 67 responses for the combined 15 sections. Responses were evaluated by a multi-department panel on each firm's/consultant's ability to meet or exceed the requirements set forth in the RFQ.

Based on an extensive review, the attached list of qualified firms/consultants is recommended for approval, to provide the following services on a project-by-project basis for a five-year period:

- Architectural services* (14 firms/consultants)
- Civil engineering* (8)
- Electrical engineering* (7)
- Mechanical engineering* (7)
- Structural engineering* (5)
- Landscape architectural/engineering* (4)
- School facility planning/land acquisition/disposition and relocation (4)
- Environmental site assessment and geotechnical (8)
- Construction inspection services* (5)
- Material testing and construction inspection lab (8)
- Hazardous materials/indoor air quality consulting* (3)
- Commissioning agent services (8)
- Professional construction estimating services (4)
- Forensic scheduling services (3)
- Construction project management services (8)

For the noted professional services (*), approval enables continuation of the current practice of staff entering into master agreements with approved prequalified firms/consultants, for identified projects on an as-needed basis. This allows for planning/design of Board-prioritized projects to proceed without an

additional approval process. For professional services not so noted, services will be procured utilizing a purchase order on an as-needed basis. Purchase orders will be presented to the Board for ratification on future purchase order reports.

Sample master agreements are attached. The RFQs and responses are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding will be established on a project by project basis.

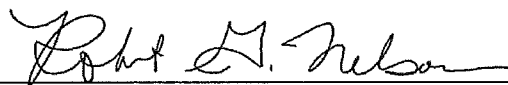
PREPARED BY: Edward Collins,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





LIST OF FIRMS/CONSULTANTS
RFQ 20-13, ARCHITECTURAL/ENGINEERING SERVICES
AND
RFQ 20-14, PROFESSIONAL SERVICES- CONSTR. RELATED CONSULTANTS

RFQ 20-13: Architectural/Engineering Services

AP Architects (Bakersfield)	Lionakis (Sacramento)
Darden Architects (Fresno)	Nineteen Six Architects (San Luis Obispo)
Dyson, Janzen (Fresno)	GPA (Fresno)
Gonzalez Architects (Fresno)	SIM-PBK (Fresno)
IBI Group (Bakersfield)	TAM+CZ Architects (Fresno)
Integrated Designs by SOMAN (Fresno)	The Taylor Group (Clovis)
Paul Halajian Architects (Clovis)	Teter (Fresno)

RFQ 20-14: Section 1 - Civil Engineering Services

Alan Mok Engineering (Fresno)	Precision Engineering (Fresno)
Blair Church & Flynn (Clovis)	Provost & Prichard Consulting Group (Fresno)
Gateway Engineering (Clovis)	QK (Visalia)
Lars Anderson & Associates (Fresno)	TTG – IMEG (Walnut Creek)

RFQ 20-14: Section 2 - Electrical Engineering Services

Alfa Tech (Los Altos)	Leaf Engineers (Clovis)
Borrelli & Associates (Fresno)	Teter (Fresno)
Electrical Power Systems (Fresno)	TTG – IMEG (Walnut Creek)
Hardin-Davidson Engineering (Clovis)	

RFQ 20-14: Section 3 - Mechanical Engineering Services

3C Engineering (San Luis Obispo)	Leaf Engineers (Clovis)
Alfa Tech (Los Altos)	Teter (Fresno)
JNL Mechanical Design (Fresno)	TTG – IMEG (Walnut Creek)
Lawerence Engineering (Fresno)	

RFQ 20-14: Section 4 - Structural Engineering Services

Brooks-Ransom Associates (Fresno)	Teter (Fresno)
Cornerstone (Fresno)	TTG – IMEG (Walnut Creek)
Parrish- Hansen (Clovis)	

RFQ 20-14: Section 5 - Landscape Architectural/Engineering Services

Blair, Church & Flynn (Clovis)	Robert Boro Landscape Architect (Fresno)
David Bigler Associates (Fresno)	
QK (Visalia)	

LIST OF FIRMS/CONSULTANTS (continued)

RFQ 20-14: Section 6 - School Facility Planning/Land Acquisition/Disposition and Relocation

Odell Planning & Research, Inc. (Fresno)	School Works (Roseville)
Project Support Services (Orange)	
School Facilities Consultants (Sacramento)	

RFQ 20-14: Section 7 - Environmental Site Assessment and/or Geotechnical Services

AECOM (Fresno)	RMA GeoScience (Fresno)
Krazan & Associates, Inc. (Clovis)	Salem Engineering Group (Fresno)
Mitchell Air Quality Consulting (Fresno)	Soar Environmental Consulting (Fresno)
Moore Twining Associates (Fresno)	Technicon Engineering Services (Fresno)

RFQ 20-14: Section 8 - Construction Inspection Services

Foley CMI (Visalia)	Rock Ridge (Clovis)
Lee Grant Inspections (Madera)	TYR (Costa Mesa)
Matt Luna (Clovis)	

RFQ 20-14: Section 9 - Material Testing and Construction Inspection Laboratory Services

Apex Testing Laboratories (San Jose)	Moore Twining Associates (Fresno)
BSK (Visalia)	RMA GeoScience (Fresno)
CTL Inc (Exeter)	Salem Engineering Group (Fresno)
Krazan & Associates, Inc. (Clovis)	Technicon Engineering Services (Fresno)

RFQ 20-14: Section 10 – Hazardous Materials and Indoor Air Quality Consulting Services

FACS (Fresno)	T. Brooks & Associate (Clovis)
Leon Environmental (Fresno)	

RFQ 20-14: Section 11- Commissioning Agent Services

3C Engineering (San Luis Obispo)	Kitchell (Fresno)
3QC (Folsom)	Lawerence Engineering (Fresno)
Empowered Solutions (Irvine)	Leaf Engineers (Clovis)
JNL Mechanical Design (Fresno)	TTG – IMEG (Walnut Creek)

LIST OF FIRMS/CONSULTANTS (continued)

RFQ 20-14: Section 12 – Construction Estimating

Giuliano Diccico (Fresno)
Kitchell (Fresno)

Vanir Construction Management (Fresno)
Mark Wilson Construction (Fresno)

RFQ 20-14: Section 13 – Forensic Scheduling

Giuliano Diccico (Fresno)
Mark Wilson Construction (Fresno)

Vanir Construction Management (Fresno)

RFQ 20-14: Section 14 – Construction Project Management Services

BMY Construction Group (Fresno)
Giuliano Diccico (Fresno)
Durham Construction (Clovis)
Kitchell (Fresno)

Mark Wilson Construction (Fresno)
QK (Visalia)
Seals Construction Inc (Visalia)
Vanir Construction Management (Fresno)

ARCHITECTURAL/ENGINEERING SERVICES

FRESNO UNIFIED SCHOOL DISTRICT AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services (“Agreement”) is made and entered into by and between Fresno Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and _____ (the “Architect”), with respect to the following recitals:

- A. District requires the services of a duly qualified and licensed architect.

- B. The Architect hereby represents and warrants that (a) it is an experienced architectural and engineering firm having the skill and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement, (b) it has the capabilities and resources necessary to perform its obligations hereunder, (c) it is familiar with all current laws, rules and regulations which may become applicable to the design and construction of any project under this Agreement (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which may be applicable to any project covered by this Agreement, local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on any project hereunder), (d) that it will assume full responsibility for all services prepared and furnished to the Client by its engineers and other consultants, and (e) that it has sufficient financial strength and resources to undertake and complete the architectural services provided for under this Agreement within the time allotted by the Client. All drawings, specifications and other documents prepared by the Architect shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, rules and regulations in effect at the time of their preparation

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1 – Employment of Architect District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services expeditiously, as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing in the State of California under similar conditions.

The Architect shall provide to the District a list of proposed key project personnel of the Architect, to be assigned to each project hereunder. This list shall include the Architect assigned to manage the design and construction phases of the project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the District. Such key personnel shall be satisfactory to the District and shall not be changed without the consent of the District unless the personnel cease to be in the employ of the Architect or consultant (as applicable). The provisions of this paragraph shall also apply to assigned project personnel who join the Architect's team during the progress of any project.

- 3.2.4 If authorized in advance by the District, expenses of overtime work requiring higher than regular rates.
- 3.2.5 Expense of renderings, model and mock-ups by the District.
- 3.3 Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis upon approval by the District of the Architect's statement of services rendered and expenses incurred (see Article 3.4 below). Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.
- 3.4 Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District will pay approved invoices within thirty (30) days after proper submission by Architect.
- 3.5 Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the approved phase of performance at which Architect's work stopped.
- 3.6 Pending the submission of all close-out documents to the District, which are the architect's responsibility, an amount equal to 2% (not less than \$1,000.00) of the basic fee will be withheld.
- 3.7 Billings shall be made monthly or lump sum, in arrears, based upon work completed, as reasonably determined by the District.
 - 3.7.1 Compensation shall be in accordance with the terms and conditions of this Agreement as follows:
 - 3.7.1.1 Schematic Design Phase: Ten percent (10%) of the basic fee.
 - 3.7.1.2 Design Development: Fifteen percent (15%) of the basic fee.
 - 3.7.1.3 Construction documents 100% complete, ready for review by applicable public agencies: Forty percent (40%) of the basic fee.
 - 3.7.1.4 DSA Approval completed: Five percent (5%) of the basic fee.
Billing to be submitted after DSA approval.
 - 3.7.1.5 Bidding Complete, if required, compensation adjusted to acceptable bid price that does not exceed project budget by 5%: Five percent (5%) of the basic fee.
 - 3.7.1.6 Construction Administration: Twenty-Three percent (23%), in proportion to the amount of work certified as complete, of the basic fee.
 - 3.7.1.7 DSA closeout complete: Two Percent (2%) of the basic fee.

4.1.7 Architect shall assist District in procuring chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions.

4.1.8 The Architect shall assist the District with hazardous materials review (including but not limited to asbestos, lead bearing finishes, ballasts containing PCB's and fluorescent tube disposal) and abatement required or desired by the District for this project by including all required abatement plans within the project documents. The District has contracted with a hazardous materials consultant to provide abatement design services. These services include discovery, testing and complete responsibility for contract documents defining the removal and disposal of hazardous materials-containing materials. The review and abatement process is defined in Article 4.8.

4.1.9 Modernization projects

4.1.9.1 The Architect shall draft a project scope utilizing State mandated requirements, including ADA compliance, input from the school site staff and the District's Maintenance Department and Facilities staff. Final decision on the scope shall be the responsibility of the Assistant Superintendent of Facilities, Management and Planning or his/her designee.

4.1.9.2 The scope of work shall be structured to reflect the State access requirement, the District hazardous materials abatement requirement and a 10% set aside for unforeseen conditions during the time of construction. The bid documents shall also contain a means (acceptable to the District) to consume any/all bid savings.

4.2 Schematic Design Phase

4.2.1 The Architect shall observe the site and existing facility and review all information related to the Project available in the vault, or elsewhere, or communicated by the District to the Architect to ascertain the requirements of the Project (the educational specifications) and shall arrive at a mutual understanding of such requirements with the District.

4.2.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule, and statement of probable construction costs, each in terms of the other.

4.2.3 The Architect shall review with the District, alternative approaches to the design and construction of the Project, including all value engineering analysis.

4.2.4 Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include, but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a cost estimate and an updated time schedule for the performance of the work.

4.3 Design Development Phase

4.3.1 Following District's approval of the Schematic Design Documents and authority to proceed, Architect shall prepare Design Development Documents which shall include, but

are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.

- 4.3.2 Architect shall provide an updated design schedule and construction estimate of probable cost in order to procure District approval to proceed to construction documents.
- 4.3.3 Architect shall confer with the District and decide upon a numbering system for the rooms within the design. Such numbering shall be consistent with District direction and/or existing site conditions.

4.4 Construction Documents Phase

- 4.4.1 Following the District's written approval of the Design Development Documents and any adjustments to the construction budget, the Architect shall prepare construction documents consisting of final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service connected equipment and site work, ADA compliance and landscape, statement of probable construction cost, including all references to as-built drawings and required architect site observation of existing conditions. The documents shall be complete, comprehensive, applicable to the conditions and organized to reduce the overall size of the plan set. Format size and scale shall be approved by the District.
- 4.4.2 Architect shall review and comment upon any bidding documents submitted by the District during the Construction Documents Phase of the Project. All bid documents shall be forwarded to the District for approval prior to their use.
- 4.4.3 Work performed pursuant to this Agreement and construction work performed on the project shall be in accordance with the provisions of the California Public Contract Code, including the prohibition against proprietary specifications (*see Section 3400*) and the California Education Code (*see Sections 66000 et seq and 8900 et seq*).
- 4.4.4 Following the District's written approval of a final revised design schedule and updated estimate of probable cost, the Architect shall assist District in applying for and obtaining required approvals from the Division of the State Architect (DSA), the Office of Public School Construction (OPSC), California Department of Education (CDE), the State and local Fire Marshal or jurisdiction, and other agencies exercising jurisdiction over the Project.
- 4.4.5 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approval of other governmental authorities having jurisdiction over the project.

4.5 Bidding or Negotiations Phase

- 4.5.1 Following State and District's approval of Construction Documents and District's acceptance of Architect's final statement of probable construction cost, Architect to assist the District by distributing the Construction Documents to interested contractors. **Upon**

the Executive Director of Purchasing review of the approved technical specifications and plans, the Architect will be provided a front-end document including instructions for distribution of the bid packet per requirements of California Uniform Construction Cost Accounting Act (CUPCCAA). Architect's technical specification and plans to be combined with District provided front-end documents. Architects to attend the pre-bid walk(s), as needed. Architect to write and issue addenda. All addenda require approval from both the Project Manager and Executive Director of Purchasing prior to their issuance. Architect shall also assist District in obtaining bids, evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of construction contract documents required for bidding or actual construction, by the District shall be reproduced at District's expense. See Section 3.2.2 of this Agreement.

- 4.5.2 Should the lowest Contractor's bid, based upon the base bid, plus or minus awardable additives or deductives, vary from the Architects estimate of probable construction cost by more than 5% (over or under) of the subject estimate, bid alternates will be considered. District will have the option of requiring the Architect to revise the construction documents for re-bid within the construction allowance, at no additional fee.

4.6 Construction Phase

- 4.6.1 The construction phase shall begin on the date of the official notice to proceed and shall be complete upon District's approval of Architect's final certificate for payment to contractor.
- 4.6.2 The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the contractor. All instructions to the contractor shall be forwarded through the architect. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.
- 4.6.3 The Architect shall provide direction to District's Project Inspector. The Architect shall require the contractor to provide all as-built information and shall require the preparation of an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) which shall be forwarded to the District upon completion of the project. These drawings shall be reviewed monthly, prior to approval of Contractor's and Architects billings (see 4.10).
- 4.6.4 The Architect shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall be required to provide facilities for such access so that the Architect may perform its functions under the contract documents.
- 4.6.5 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the work to determine that the contractor's work substantially complies with all documents, drawings, plans and specifications and that the work is progressing in accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the project inspector unless Architect has agreed in writing to serve as the District's project inspector. The Architect shall endeavor to guard the District against defects and deficiencies in the work of the contractor.

- 4.6.6 The Architect shall notify the District promptly of any significant defect it becomes aware of, in materials, equipment or workmanship, and of any default by any contractor in the orderly and timely prosecution of the work.
- 4.6.7 The Architect shall advise and consult with the District concerning the contractor's compliance with the contract documents and shall assist the District in securing the contractor's compliance.
- 4.6.8 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the project and the District for informing District staff of the progress of the work.
- 4.6.9 The Architect shall review and/or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the contractor to determine conformance with the project design and specifications as set forth in the Contract Documents. Such action shall be taken (typically within 14 days of receipt for shop drawings/submittals and within 5 days for schedules, RFI's, correspondence and change order proposals) so as to cause no delay. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component.
- 4.6.10 The Architect will have the responsibility to inform the District of the need to reject work and/or materials, which they become aware of, which do not conform to the contract documents. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the contract documents, the Architect will have the responsibility to inform the District of the need for special inspection or testing of the work and/or materials in accordance with the contract documents whether or not such work and/or materials be then fabricated, installed or completed. The Architect will also have the responsibility to investigate and recommend to the District the substitution (by definition means cost and quality equivalent) of materials or equipment when requested by the contractor. The District shall have final approval of all items in this section and shall respond to the Architect's recommendations in a timely manner. Upon District approval, the Architect shall inform the contractor.
- 4.6.11 The Architect/Engineer shall:
 - a. Conduct regularly scheduled construction meetings
 - b. Produce and distribute minutes of these meetings
- 4.6.12 Based on the Architect's observations, and an evaluation of each project application for payment, the Architect will determine the amount owing to the contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the contract documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that the quality of the work is in accordance with the contract documents, the as built are current and that the contractor is entitled to payment in the amount certified.
- 4.6.13 The Architect shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District.

- 4.6.14 The Architect shall recommend, prepare and process any necessary change orders. Architect shall not unilaterally approve any deviations to the agreement which shall add cost to or change the scope of the project. All such deviations shall be allowed only after the Architect prepares and processes a change order approved by the District.
- 4.6.14.1 District initiated changes. If a change order is requested by the District, the value will be added to the construction cost and the Architect's fee for such change orders shall be calculated per Article 3.1.2.
- 4.6.14.2 Change orders due to Architect errors or omissions. Change orders as the result of the Architect's negligent acts, and/or errors or omissions shall result in no fee for the change order to the Architect. In addition, the Architect shall bear the burden of any design costs. The costs in excess of the value added to the project will be deducted from the Architect's fee if errors and omissions exceed set percentages of the total project construction award see 4.7. In the event of a disagreement regarding the determination of an error or omission, architect may appeal at multiple District levels.
- 4.6.14.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, such change order shall be handled in the same manner as District initiated change orders. Actual conditions may be inconsistent with available drawings of existing conditions. Therefore, Architect is required to make a site visit to confirm actual conditions. Change order items resulting from actual conditions inconsistent with available drawings shall be processed per Article 4.6.14.2 if the site visit or any available information (see 4.2.1), should have revealed this and per Article 4.6.14.1 if not reasonably definable from a thorough site visit or other information available to Architect.
- 4.6.14.4 Certain changes, requiring no additional for the Architect, other than the change order administration, will be compensated with a reasonable documented administration fee, not to exceed Three Hundred Dollars (\$300.00).
- 4.6.15 The Architect shall provide standard color boards, of all finished materials in the Project for the sites and District's review and approval.
- 4.6.16 The Architect shall determine the date of final completion and make a final detailed on-site review of the job with representatives of the District and the contractor.
- 4.6.17 The Architect shall assist with the preparation of the certificate of completion and final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the contract documents.
- 4.6.18 Upon completion of the Project, the Architect shall compile for and deliver to the District a complete set of record documents consisting of all written guarantees, instruction books, record diagrams and specifications required of Contractor, revised "1-A" drawings, all C.A.D. files defining the project, and provide the District with one set of reproducible as-built drawings showing the project "as-built" upon issuance of the Architect's certificate

of completion indicating the location of underground sewer, water and all utility connections and services specially noted. In that record documents are based upon information furnished by others, the Architect cannot and does not warrant their accuracy.

- 4.6.19 The Architect shall be responsible to the District for the utility, economy, durability and aesthetics of the work contemplated by its plans and specifications and to this end, the Architect shall be responsible to the District to see that the finished work, if constructed strictly in accordance with the Construction Documents and Architect approved changes, provides the level of safety of design required by applicable State Building and Public Works codes and regulations applicable to school district and that it conforms with the approved plans and specifications. The Architect shall further be responsible to the district to determine whether or not the finished work complies with the accessibility standards imposed by the Americans With Disabilities Act pursuant to 28 CFR 135.151(c). For this contract, ADA compliance shall be approvable by the Access Compliance Section of DSA per Title 24 CCR. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's responsibility under the Contract Documents. The Architect shall not be responsible for acts or omissions of the contractor, subcontractors, or their agents or employees or of any other persons performing portions of the work not employed or hired by Architect, except as required by this Agreement.
- 4.6.20 The Architect shall familiarize themselves with the District's front-end documents and actively enforce when and if applicable.

4.7 Expected Standard of Care

A determination of 'standard of care' is a judgment call that is dependent upon individual project circumstances. For the purposes of this agreement the District will consider incurred costs due to errors and omissions by the Architect/Engineer of up to three percent (3%) on new construction and five percent (5%) on modernizations, of the total project construction award amount as being within what the District will consider to be an acceptable 'standard of care' (see 4.6.14.2). The District reserves the right to pursue actions to additionally recover incurred costs above this range.

In evaluating incurred costs, the District will calculate 'omissions' of direct costs that would have been incurred, but for the omission, at a rate of 20% of the respective change order amount to provide the missing element whereas 'errors' will be calculated at 100% of the change order amount to correct the condition.

The District may elect to seek reimbursement if a higher rate of Errors and Omissions is experienced by calling for a negotiated settlement with the Architect/Engineer. The Architect/Engineer shall respond in good faith in such an event. The decision to seek recovery or a portion thereof is elective to the District and will vary depending upon individual project circumstances.

The application of the 3 and 5% by the District is not intended by the Architect/Engineer to be an admission of design errors or omissions nor is it meant to increase or to decrease the Architect/Engineer's duty of care which is based upon performing services within the usual and customary professional-care and in accordance with generally accepted practices in effect at the time the services are rendered.

4.8 Hazardous Materials Abatement Plans

4.8.1 The Architect shall coordinate the preparation of project documents and abatement documents furnished by hazardous materials consultant including, but not specifically limited to:

- 4.8.1.1 Definition of the hazardous materials abatement budget subject to OPSC determination and/or District approval.
- 4.8.1.2 Provide to hazardous materials consultant preliminary plans for review.
- 4.8.1.3 Review of preliminary scope and budget of abatement work provided by hazardous materials consultant, and include in project estimate of probable cost.
- 4.8.1.4 Inclusion in project documents the materials and finishes to replace hazardous materials containing materials (ACM) removed during abatement.
- 4.8.1.5 Standardization of the project and abatement documents to allow for release as a combined project bid.
- 4.8.1.6 Preliminary and final approvals of the scope and schedule of project and abatement work will be issued by the Assistant Superintendent of Facilities Management and Planning or his/her designee.

NOTE: It is the specific intent of this article to define a scope of work for the total project that will direct a general contractor to include in his/her bid a subcontract to provide hazardous materials abatement.

4.8.2 The District has also contracted with a hazardous materials consultant to provide construction period review, inspection, final clearance of abatement work and all documentation and certification related to hazardous materials abatement.

4.9 As part of the Architect's basic services, (no more than one month) prior to the expiration of the one-year General Construction Contract warranty period, the Architect **and** his consultants shall conduct a final one-year quality inspection walk through to ascertain all warranty items have been addressed and corrected. The Architect shall issue a written report to the District and the Contractor.

4.10 As a prerequisite to a recommendation of approval of a Contractors pay request, Architect/Engineer shall review the Contractor's As Built Drawings to generally ascertain that such documents have been annotated by the Contractor to describe the project as actually constructed, reviewing to generally confirm that the Contractor has indicated changes (if any) to dimensioned location, size, and depth of utility infrastructure, and general construction. The architect is not required to validate the accuracy of the contractors As Built Documents beyond a general observation of conformance with observed project conditions.

ARTICLE 5 – Additional Services to be Rendered by Architect

- 5.1 No additional compensation shall be paid to Architect for performing additional services unless the District and Architect agree in writing as to the services required and the amount of compensation for such services prior to such services being rendered.

ARTICLE 6 – Responsibilities of District. It shall be the duty of District to:

- 6.1 Pay all fees required by any reviewing or licensing agency.
- 6.2 Designate a Project Manager authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents. Architect and District shall review team performance throughout the project and make adjustments as necessary.
- 6.3 Furnish, at the District's expense, the services of a project inspector.
- 6.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission.
- 6.5 Issue appropriate orders to contractors through the Architect.
- 6.6 After project completion, the District will contact the contractor for warranty work; notify the contractor in writing of any deficiencies in materials or workmanship which become apparent to District during the contractor's guarantee period; and, copy the Architect with such documents.
- 6.7 Employ all necessary consultants to furnish the Architect with topographical and geographical information deemed necessary by the Architect and the District to the project (see 4.1.6).
- 6.8 Furnish soil investigation or geological hazard reports by a qualified laboratory (see 4.1.7).
- 6.9 Furnish the services of a Civil Engineer, to complete a Storm Water Pollution Prevention Plan (SWPPP), Commissioning Services, hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the project and are requested by the Architect and approved by the District.
- 6.10 As requested by Architect, furnish available previous project drawings for buildings and utilities systems related to the project. The District will also provide information regarding programmatic needs and specific equipment selection data. Verification of the existing conditions is the responsibility of the Architect.
- 6.11 Furnish structural, mechanical, chemical, material and other laboratory tests, inspections and reports as required by law or the contract documents.

ARTICLE 7 – Public Liability and Property Damage Insurance.

- 7.1 Without limiting Architect's indemnification, Architect shall secure and maintain, at his/her sole cost and expense during the term of this Agreement, a comprehensive general liability and vehicle policy, for each project assigned, using an occurrence policy form with combined single limits of one million dollars (\$1,000,000) or one million dollars (\$1,000,000) per person, one million

dollars (\$1,000,000) per accident, with an annual aggregate limit of two million (\$2,000,000). Property damage limits shall be one million dollars (\$1,000,000) per loss.

The District shall be named as an additional insured on the policies by separate endorsements that shall be attached to this agreement as proof of insurance. Architect shall forward copies of such endorsements to District within ten (10) days following execution of this agreement. Written notification by the carrier(s) to the District at least thirty (30) days prior to cancellation, failure to renew or other changes in coverage is required. Policy must be Project Specific.

The insurance provided under Architect’s policies shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this agreement.

7.2 Nothing contained in this agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of any damages resulting from Architect’s performance of this agreement.

ARTICLE 8 – Workers’ Compensation Insurance. Prior to the commencement of services under this agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this agreement, workers’ compensation insurance with an insurance carrier satisfactory to the district for all persons whom they may employ in carrying out the work contemplated under this agreement in accordance with the Workers’ Compensation Laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 9 – Errors and Omissions Insurance. Prior to the commencement of services under this agreement, the Architect shall furnish to the District, at his/her sole cost and expense, satisfactory proof that the Architect has, for the period covered by this agreement, errors and omissions insurance (i.e., professional liability insurance) with limits as follows:

<u>Project Value</u>	<u>Required Coverage Limit</u>	
	<i>Per Occurrence</i>	<i>Aggregate</i>
\$0 – 10,000,000	\$ 500,000	\$ 1,000,000
\$10,000,000 – 25,000,000	\$1,000,000	\$ 2,000,000
\$ 25,000,000 – 50,000,000	\$2,000,000	\$ 3,000,000
\$ 50,000,000 +	Negotiable	

While engaged in a project that exceeds \$50M in construction value and the District requires the Architect to carry E & O insurance coverage limits above 2M/3M, the District will compensate the Architect to purchase the higher premiums for the required project specific insurance coverage.

The Architect shall also be responsible for ensuring that all consultants, utilized by Architect under this Agreement, obtain General Practice Errors and Omissions in an amount not less than \$500,000. Coverage shall be effective as of the date of initial design for this project. The policy may be issued on a year-by-year basis, for the term of the contract. If aggregate policy limits are not provided, policy limits shall be available limits that is, a statement to the effect that no other claims are known that would erode stated policy limits at the time of policy inception.

ARTICLE 10 – Compliance with Laws. Architect shall design in accordance with all laws and regulations applicable to the project or lawfully imposed upon the project by agencies having jurisdiction over the project in effect at the time services are rendered. In the event that actual construction is delayed, Architect shall update any areas needed to comply prior to bidding.

ARTICLE 11 – Termination by District

- 11.1 This agreement may be terminated or the project may be cancelled by the District at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for District authorized services completed to the date of termination, together with compensation for such additional services performed after termination which are authorized by the District to complete the work performed to the date of termination.
- 11.2 If, upon payment of the amount required to be paid under this Article following the termination of this agreement, the District thereafter should determine to complete the original project or substantially the same project, the District, for such purpose, shall have the right to utilize any drawings, specifications, estimates and other documents prepared under this agreement by the Architect who shall make them available to the District upon request without additional compensation. The District shall defend, indemnify, and hold Architect, its employees and subconsultants harmless from any claim or liability for injury or loss allegedly arising from the re-use of these documents, provided the loss or injury does not, in whole or in part, arise out of the negligence of Architect.

ARTICLE 12 – Architect an Independent Contractor. It is specifically agreed that in the making and performance of this agreement, the Architect, including his/her/its officers, agents, and employees, is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 13 – Standardized Manufactured Items. The Architect shall consult and cooperate with the district in the use and selection of manufactured items to be used in the Project. The District maintains standard specifications for construction projects. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design. Any exceptions to the use of the District's standard specifications must be approved by the District. Architect shall indicate, in writing, the spec section and revision date of all standard spec sections utilized in the preparation of the construction documents. When provided with updated standardized specifications from the District prior to bid or during the bid period, Architect shall incorporate any changes.

ARTICLE 14 – Ownership of Documents. Designs, drawings, specifications, electronic equivalents, copyrights and other technical data or documents produced in the performance of agreements shall be specified to become the exclusive property of the District and all such materials shall be remitted to the District in a timely manner upon completion, termination or cancellation of this Agreement. Agreements may grant the Architect/Engineer the right to reuse *aspects* (i.e. details and design elements) of the design developed for this project in other designs for other future projects including those with other clients. District shall have access at reasonable times to inspect copies of notes, designs, drawings, specifications, electronic files, calculations and other technical data pertaining to the work performed under the agreement.

ARTICLE 15 – Use of Documents. The District retains the right to utilize any documents prepared under this professional services agreement regardless of whether the agreement is terminated or the project is suspended or abandoned. This right allows the District to use these documents in the future for the same

project, a modified version of it, or for one that is similar. Any reuse without specific written verification or adaptation by the Architect will be at District's sole risk and without liability or legal exposure to the Architect. The DISTRICT is not bound by this agreement to employ the services of the architect who prepared these documents in the event they are reused.

ARTICLE 16 – Copyright. The Architect shall not acquire a copyright for project documents but shall be permitted to retain copies including reproducible copies or electronic data of the drawings, specifications and other project documents. Architect shall not use, willingly allow or cause to have the materials be used other than for performance of this Agreement without prior written consent of the District.

ARTICLE 17 – Accounting Records of Architect. Architect's records of accounts regarding the project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18 – Hazardous materials. The Architect agrees that the project specifications will provide that no hazardous materials or hazardous materials-containing materials will be used or substituted in conjunction with the project. In addition, the Architect also agrees that, upon completion of all work under the project, the Architect will certify to the District that, to the best of Architect's knowledge, no hazardous materials or hazardous materials-containing materials were used in the project.

ARTICLE 19 – Indemnity. Notwithstanding anything to the contrary contained herein, the Architect shall indemnify, defend and hold harmless the District and its Board, officers, employees, agents and other representatives from and against liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, attorneys' fees and costs, if and to the extent awarded according to applicable law, by reason of, arising out of or resulting from (A) the Architect's performance or failure to perform any of its obligations under this Agreement or any other Default of the Architect hereunder, (B) any injury, sickness, disease, death or injury to person or destruction of property sustained by Architect or any person, firm, corporation or other entity employed directly or indirectly by Architect upon or in connection with the work and services provided for hereunder, (C) any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use therefrom, sustained by any person, firm, corporation or other entity and caused in whole or in part by any negligence, recklessness or willful misconduct or omission of the Architect or by anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable, (D) the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance under this Agreement, and (E) the failure of Architect to timely pay any architect, engineer, consultant or other person, firm, corporation or other entity employed by Architect in connection with any work or service provided under this Agreement, but only to the extent that the architect was paid therefore by the District.

The indemnity set forth in this Article shall survive the expiration or earlier termination of this Agreement and the completion of all services by Architect hereunder.

California Civil Code 2782.8 is deemed incorporated herein by reference.

Except as otherwise set forth in this Agreement, the Architect and the District shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including, but not limited to, any of the following events or occurrences: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties and other such causes beyond the excused party's control.

ARTICLE 20 – Time Schedule.

- 20.1 Time for Completion: The Architect shall put forth the Architect’s best efforts to complete the construction documents in accordance with the schedule as mutually agreed.
- 20.2 Delays: Any time during which the Architect is delayed in the Architect’s work by acts of District or its employees or those in direct contractual relationship with District or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. District, nor Architect shall be liable for damages on account of any such delay.

ARTICLE 21 – Miscellaneous Provisions.

- 21.1 This agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this agreement, venue shall only be in the appropriate state or federal court in Fresno, California.
- 21.2 The Architect shall not assign or transfer by operation of law or otherwise any or all of his/her/its rights, burdens, duties or obligations under this agreement without the prior written consent of the District.
- 21.3 If any action or proceeding, including an action for declaratory relief, is brought to enforce or interpret any provision of this agreement, the prevailing party in such action shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys fees and costs incurred in such action or proceeding.
- 21.4 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Fresno Unified School District
 Facilities Management and Planning
 4600 N. Brawley
 Fresno CA 93722

Architect: _____

- 21.5 This agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 21.6 If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 21.7 The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

- 21.8 Nothing contained in this contract shall create a contractual relationship with or cause action in favor of a third party against either the District or the Architect.
- 21.9 All employers who are or wish to provide professional services for the District shall maintain a nondiscrimination program.
- 21.10 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this agreement. The Architect, by the execution of this agreement, acknowledges that the Architect has read this agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this _____ day of _____, 2016.

ARCHITECT

FRESNO UNIFIED SCHOOL DISTRICT

Signature

Signature

Typed Name

Ruth F. Quinto

Typed Name

Title

Deputy Superintendent / CFO

Title

Date

Date

License

APPROVED AS TO FORM BY GENERAL
COUNSEL, FRESNO UNIFIED SCHOOL DISTRICT

EXHIBIT 1

Architect's Fee Schedule (Modernization)

The following schedule is used to determine the maximum fees allowable by the District:

1. Twelve percent (12%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eleven and one-half percent (11.5%) of the next Five Hundred Thousand Dollars (\$500,000) of computed costs.
3. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Eight percent (8%) of computed cost in excess of Ten Million Dollars (\$10,000,000).

Computed Cost:

The total cost calculated fixed fee on District declared project construction allowance, from the initial modernization (apportionment), plus the cost of all approved contract change orders with the exception of items resulting from errors and omissions on the part of the Architect.

No adjustments, increase or decrease will be entertained based on award. Architect is charged with providing the District with a project scope and estimate commensurate with the stated project construction allowance. All fee proposals shall include a reiteration of the construction allowance, a calculated fee based upon it, and an anticipated delivery schedule for biddable plans.

Should the lowest Contractors base bid exceed the Architects estimate for probable construction cost by more than 5% of subject estimate, the additional costs to revise the construction documents to allow District to award a construction contract within the District declared construction allowance shall be borne by the Architect.

EXHIBIT 2

Architect's Fee Schedule (New Construction)

The following schedule is used to determine the maximum fees allowable by the SAB:

1. Nine percent (9%) of the first Five Hundred Thousand Dollars (\$500,000) of computed cost.
2. Eight and one-half percent (8.5%) of the next Five Hundred Thousand Dollars (\$500,000) of computed cost.
3. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
4. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
5. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
6. Five percent (5%) of computed cost in excess of Ten Million Dollars (\$10,000,000).
7. Four percent (4%) on the cost of factory-built portables. (Building cost only, all other costs are included in calculation Items No. 1 through 6 above.)

Computed Cost:

The total (calculated fixed fee based upon District declared project construction allowance), from the initial new construction allowance, plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the architect.

No adjustments increase or decrease will be entertained based on award. Architect is charged with providing the District with a project scope and estimate commensurate with the stated project construction allowance. All fee proposals shall include a reiteration of the construction allowance, a calculated fee based upon it, and an anticipated delivery schedule for biddable plans.

Should the lowest Contractors base bid, plus or minus awardable additive or deductive vary from the Architects estimate for probable construction cost by more than 5% of subject estimate, the additional costs to revise the construction documents to allow the District to award a construction contract within the District declared construction allowance shall be borne by the Architect.

**SECTION 1
CIVIL ENGINEERING SERVICES**

**SECTION 2
ELECTRICAL ENGINEERING SERVICES**

**SECTION 3
MECHANICAL ENGINEERING SERVICES**

**SECTION 4
STRUCTURAL ENGINEERING SERVICES**

**SECTION 5
LANDSCAPE ARCHITECTURAL/ENGINEERING
SERVICES**

SAMPLE MASTER AGREEMENT FOR SECTIONS 1 THRU 5

FRESNO UNIFIED SCHOOL DISTRICT

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services (“Agreement”) is made and entered into by and between Fresno Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and _____ (the “Engineer”), with respect to the following recitals:

- A. District requires from time-to-time the services of a duly qualified and licensed Engineer, pursuant Request for Qualifications No. 20-14 solicitation, for specific projects (each, a “Project”).
- B. The Engineer hereby represents and warrants that: (a) it is an experienced engineering firm with engineers having the required and necessary State of California engineering and related license(s), as applicable, and the skill and professional ability and the flexibility necessary to perform all of the services required of it under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) to the extent applicable to Engineer’s work on each Project, it is familiar with all current laws, rules and regulations which may become applicable to the design and construction of the Project (such laws, rules and regulations, include, but are not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities), local environmental and sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project; (d) that it will assume full responsibility for all services prepared and furnished to District by its engineers and other consultants; and (e) that it has sufficient financial strength and resources to undertake and complete the Engineering services provided for under this Agreement within the time allotted by District. All drawings, specifications and other documents prepared by the Engineer shall be prepared in accordance with and shall accurately reflect and incorporate all such applicable laws, best practices, rules and regulations in effect at the time of their preparation.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1 – Employment of Engineer

- 1.1 District retains Engineer to perform, and Engineer agrees to provide to District, upon the terms and conditions set forth in this Agreement, engineering services on an as needed basis for District Projects. The Engineer agrees to perform such services expeditiously, as is consistent with professional skill and care and the orderly progress of each Project. All services performed by the Engineer under this Agreement shall be conducted in a manner consistent with the level of professional care and skill ordinarily exercised by members of the profession practicing in the State of California under similar conditions.
- 1.2 The Engineer shall provide to the District a list of proposed key personnel of the Engineer, to be assigned to each Project. This list shall include the engineer(s) assigned to manage the phases of the Project as set forth in the Scope of Services. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the District. Such key personnel shall be satisfactory to the District and shall not be changed without the

consent of the District unless the personnel cease to be in the employ of the Engineer or consultant (as applicable). The provisions of this paragraph shall also apply to assigned personnel who join the Engineer's team during the progress of the Project.

- 1.3 The Engineer shall employ or retain at Engineer's own expense, engineers and consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions, as required by law. In advance of commencing any work, the Engineer shall provide a list of all consultants which the Engineer intends to utilize relating to any Project hereunder, and their applicable license numbers. The list shall include such information on the qualifications of the consultants as may be requested by the District. The District reserves the right to review the consultants proposed, and the Engineer shall not retain a consultant to which the District has a reasonable objection. Reasonable objections shall include, but not be limited to, prior substandard performance as a subcontractor or consultant to the District or to the Engineer on previous projects for the District; current workload of consultant and possible inability to meet schedule, as determined by the District's staff; prior design solutions and construction documents that resulted in excess cost to the project.

ARTICLE 2 – Scope of Services for Projects If the Engineer desires to provide a proposal for a specific project, the Engineer shall submit a “Scope of Services” setting forth the Engineer’s proposed services, timeline of deliverable key milestones, and compensation for the Project. Such Services may be inclusive of: Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding or Negotiations Phase, Construction Phase, Construction Administration Phase, Commissioning Phase, etc. The Scope of Services will also set forth the fees/rates for any additional services (“Additional Services”) if they are requested by the District. To the extent practical for any specific Project, the fees in the Scope of Services will be based upon the OPSC sliding scale for new construction and modernization. Purchase Orders will be issued to Engineer as acknowledgement of engagement to provide services for each project.

ARTICLE 3 – Compensation/Invoicing/Payment

- 3.1 Each Scope of Services shall state whether the services will be provided for a fixed fee or on an hourly basis and will also set forth the compensation to be paid to Engineer for providing the services for the Project as well as a payment schedule.
- 3.2 The Engineer shall recommend, prepare and process any necessary change orders using the District’s standard format for change orders. Engineer shall not unilaterally approve any deviations which shall add cost to or change the scope of the Project. All such deviations shall be allowed only after the Engineer prepares and processes a change order approved by the District. Engineer shall use District standard format for change orders.
 - 3.2.1 District initiated changes. If a change order is requested by the District, the cost will be added to the construction cost and the Engineer’s fee for such change orders shall be calculated as set forth in the Scope of Services.
 - 3.2.2 Change orders due to Engineer errors or omissions. The Engineer shall not receive any additional fees for change orders to the extent resulting from the Engineer’s negligent acts, and/or errors or omissions. In addition, the Engineer shall bear the

burden of any additional design costs. The costs in excess of the value added to the Project will be deducted from the Engineer's fee if errors and omissions exceed set percentages of the total Project construction award set forth in Section 5.1. In the event of a disagreement regarding the determination of an error or omission, Engineer may appeal to District Director of Purchasing.

3.2.3 Change orders beyond District or Engineer control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, such change order shall be handled in the same manner as District initiated change orders. Actual conditions may be inconsistent with available drawings of existing conditions. Therefore, engineer is required to make a site visit to confirm actual conditions. Change order items resulting from actual conditions inconsistent with available drawings shall be processed per Section 3.2.2 if the site visit or any available information, should have revealed this and per Section 3.2.1 if not reasonably definable from a thorough site visit or other information available to Engineer.

3.2.4 Changes, requiring no effort by the Engineer other than the change order administration, will be compensated with a reasonable documented administration fee, not to exceed Three Hundred Dollars (\$300.00).

3.3 Reimbursable Expenses: Certain expenditure incurred by the Engineer and the Engineer's employees and consultants in the course of doing the Project may be reimbursable ("Reimbursable Expenses") Reimbursements will be at cost, with no additional markup. Reimbursable Expenses include:

- 3.3.1 Out-of-town transportation only as approved in advance by the District in connection with the Project; living expenses in connection with approved out-of-town travel; and fees paid for securing approval of authorities having jurisdiction over the Project.
- 3.3.2 Reimbursement of expense of reproductions, postage and handling of drawings, specifications and other documents for the purpose of bidding and actual construction. Printing in excess of \$500.00 shall be upon District approved quotes. All reproduction of drawings and specifications used by the Engineer and the Engineer's consultants for internal use, including sets for submission to the District for review or the approving authority [DSA, OPSC, City, etc.], shall be at the expense of the Engineer.
- 3.3.3 Reasonable expense of data processing and approved photographic production techniques when required as Additional Services.
- 3.3.4 If authorized in advance by the District, expenses of overtime work requiring higher than regular rates.
- 3.3.5 Expense of renderings, model and mock-ups required by the District.

3.4 Invoicing/Payment

- 3.4.1 The Engineer shall submit partial payment invoices in accordance with each Scope of Services monthly in arrears based on actual work accomplished and, if applicable, Reimbursable Expenses and/or Additional Expenses incurred in the preceding month.

If requested by District, invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. District will pay approved invoices within thirty (30) days after proper submission by the Engineer.

- 3.4.2 Approval of an invoice by the District shall not constitute nor be deemed a release of the responsibility and liability of the Engineer or its consultants for the accuracy and completeness of a Scope of Services; nor shall such approval be deemed to be an assumption of such responsibility by the District for any defect in the design or other work prepared by the Engineer or its consultants.
- 3.4.3 Pending the submission of all close-out documents to the District, which are the Engineer's responsibility, an amount equal to 2% (not less than \$1,000.00) of the basic fee will be withheld.

ARTICLE 4 – Basic Services to be Rendered by Engineer

- 4.1 The Engineer will complete the services in accordance with and, except as otherwise provided in this Agreement and the Engineer's proposal, within the time frame set forth in each Schedule of Work.
- 4.2 The Engineer shall, at all times, have access to the work wherever it is in preparation and progress. The contractor shall be required to provide facilities for such access so that the Engineer may perform its functions under the Contract Documents.
- 4.3 The Engineer shall visit the site, both as the Engineer deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the work to determine that the contractor's work substantially complies with all documents, drawings, plans and specifications and that the work is progressing in accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the project inspector unless Engineer has agreed in writing to serve as the District's project inspector. The Engineer shall take reasonable efforts to guard the District against defects and deficiencies in the work of the contractor.
- 4.4 The Engineer shall notify the District promptly of any significant defect it becomes aware of, in materials, equipment or workmanship, and of any default by any contractor in the orderly and timely prosecution of the work.
- 4.5 The Engineer shall advise and consult with the District concerning the contractor's compliance with the Contract Documents and shall assist the District in securing the contractor's compliance.
- 4.6 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the project and the District for informing District staff of the progress of the work.
- 4.7 The Engineer shall review and/or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the contractor to determine conformance with the project design and specifications as set forth in the Contract Documents. Such action shall be

taken (typically within 14 days of receipt for shop drawings/submittals and within 5 days for schedules, RFI's, correspondence and change order proposals) so as to cause no delay. The Engineer's approval of a specific item shall not be an approval of an assembly of which the item is a component.

- 4.8 The Engineer will have the responsibility to inform the District of the need to reject work and/or materials, which they become aware of, which do not conform to the contract documents. Whenever, in the Engineer's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the contract documents, the Engineer will have the responsibility to inform the District of the need for special inspection or testing of the work and/or materials in accordance with the contract documents whether or not such work and/or materials be then fabricated, installed or completed. The Engineer will also have the responsibility to investigate and recommend to the District the substitution (by definition means cost and quality equivalent) of materials or equipment when requested by the contractor. The District shall have final approval of all items in this section and shall respond to the Engineer's recommendations in a timely manner. Upon District approval, the Engineer shall inform the contractor.
- 4.9 The Engineer shall assist the District in evaluating claims, disputes and other matters in question between the Contractor and the District.
- 4.10 Work performed pursuant to this Agreement and construction work performed on the project shall be in accordance with the provisions of the California Public Contract Code, including the prohibition against proprietary specifications (see Section 3400) and the California Education Code (see Sections 66000 et seq and 8900 et seq).
- 4.11 The Engineer shall assist the District in connection with the District's responsibility for filing documents required for the approval of other governmental authorities having jurisdiction over the project.
- 4.12 Upon completion of the Project, the Engineer shall compile for and deliver to the District a complete set of record documents applicable to the work.
- 4.13 The Engineer shall be responsible to the District for the utility, economy, durability and aesthetics of the work contemplated by its plans and specifications and to this end, the Engineer shall be responsible to the District to see that the finished work, if constructed strictly in accordance with the Construction Documents and Engineer approved changes, provides the level of safety of design required by applicable State Building and Public Works codes and regulations applicable to District and that it conforms with the approved plans and specifications. The Engineer shall further be responsible to the district to determine whether or not the finished work complies with the accessibility standards imposed by the Americans With Disabilities Act pursuant to 28 CFR 135.151(c). ADA compliance shall be approvable by the Access Compliance Section of DSA per Title 24 CCR. The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract Documents. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the work not employed or hired by Engineer, except as required by this Agreement.
- 4.14 Engineer shall design in accordance with all laws and regulations applicable to the project or lawfully imposed upon the project by agencies having jurisdiction over the project in effect at

the time services are rendered. In the event that actual construction is delayed, Engineer shall timely update any areas needed to comply.

- 4.15 Engineer shall attend project meetings as necessary and shall comply with all requirements of Engineer as described in District's standard General Conditions and General Requirements relating to any project Engineer undertakes to work on for the District.

ARTICLE 5 – Standard of Care

- 5.1 A determination of 'standard of care' is a judgment call that is dependent upon the circumstances of individual Projects. For the purposes of this Agreement the District will consider incurred costs due to errors and omissions by the Engineer of up to three percent (3%) on new construction and five percent (5%) on modernizations, of the total project construction award amount as being within what the District will consider to be an acceptable 'standard of care'. The District reserves the right to pursue actions to recover incurred costs above this range.
- 5.2 In evaluating incurred costs, the District will calculate 'omissions' of direct costs that would have been incurred, but for the omission, at a rate of 20% of the respective change order amount to provide the missing element whereas 'errors' will be calculated at 100% of the change order amount to correct the condition.
- 5.3 The application of the 3% and 5% errors and omissions threshold by the District is not intended to be an admission by the Engineer of design errors or omissions nor is it meant to increase or to decrease the Engineer's duty of care which is based upon performing services within the usual and customary professional care and in accordance with generally accepted practices in effect in California at the time the services are rendered

ARTICLE 6 – Responsibilities of District. It shall be the duty of District to:

- 6.1 Pay all fees required by any reviewing or licensing agency.
- 6.2 Designate a Project Manager authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and a Project. The Engineer and the District shall review team performance throughout the Project and make adjustments as necessary.
- 6.3 Furnish, at the District's expense, the services of a project inspector.
- 6.4 Review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission.
- 6.5 Issue appropriate orders to contractors through the Engineer.
- 6.6 After Project completion, the District will contact the contractor for warranty work; notify the contractor in writing of any deficiencies in materials or workmanship which become apparent to District during the contractor's guarantee period; and, copy the Engineer with such documents.
- 6.7 Employ all necessary consultants to furnish the Engineer with topographical and geographical information deemed necessary by the Engineer and the District to the Project.

- 6.8 Furnish soil investigation or geological hazard reports by a qualified laboratory.
- 6.9 Furnish the services of a Civil Engineer, to complete a Storm Water Pollution Prevention Plan (SWPPP), Commissioning Services, hydrologist or other consultants not routinely provided by the Engineer when such services are reasonably required by the scope of a Project and are requested by the Engineer and approved by the District.
- 6.10 As requested by the Engineer, furnish available previous project drawings for buildings and utilities systems related to the Project. The District will also provide information regarding programmatic needs and specific equipment selection data. Verification of the existing conditions is the responsibility of the Engineer.
- 6.11 Furnish structural, mechanical, chemical, material and other laboratory tests, inspections and reports as required by law or the RFP or Scope of Services.

ARTICLE 7 – Public Liability and Property Damage Insurance. Without limiting the Engineer’s indemnification, Engineer shall secure and maintain, at Engineer’s cost and expense during the term of this Agreement, a comprehensive general liability and vehicle policy using an occurrence policy form with combined single limits of one million dollars (\$1,000,000) or one million dollars (\$1,000,000) per person, one million dollars (\$1,000,000) per accident, with an annual aggregate limit of two million (\$2,000,000). Property damage limits shall be one million dollars (\$1,000,000) per loss. The District shall be named as an additional insured on the policies by separate endorsements that shall be attached to this Agreement as proof of insurance. The Engineer shall forward copies of such endorsements to District within ten (10) days following execution of this Agreement. Written notification by the carrier(s) to the District at least thirty (30) days prior to cancellation, failure to renew or other changes in coverage is required. Policy must be project specific. The insurance provided under the Engineer’s policies shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this Agreement.

ARTICLE 8 – Workers’ Compensation Insurance. Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers’ compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers’ Compensation Laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Engineer is self-insured, the Engineer shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 9 – Errors and Omissions Insurance. Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District, at the Engineers sole cost and expense, satisfactory proof that the Engineer has, for the period covered by this Agreement, errors and omissions insurance (i.e., professional liability insurance) with limits as follows:

<u>Project Value</u>	<u>Required Coverage Limit</u>	
	<i>Per Occurrence</i>	<i>Aggregate</i>
\$0 – 10,000,000	\$1,000,000	\$ 1,000,000
\$10,000,000 – 25,000,000	\$1,000,000	\$ 2,000,000
\$ 25,000,000 – 50,000,000	\$2,000,000	\$ 3,000,000
\$ 50,000,000 +	Negotiable	

While engaged in a Project that exceeds \$50M in construction value and the District requires the Engineer to carry E & O insurance coverage limits above 2M/3M, the District will compensate the Engineer to purchase the higher premiums for the required Project specific insurance coverage. The Engineer shall also be responsible for ensuring that all consultants utilized by Engineer under this Agreement obtain General Practice Errors and Omissions in an amount not less than \$500,000. Coverage shall be effective as of the date of initial design for each Project. The policy may be issued on a year-by-year basis. If aggregate policy limits are not provided, policy limits shall be available limits that is, a statement to the effect that no other claims are known that would erode stated policy limits at the time of policy inception.

ARTICLE 10 – Termination by Engineer The Engineer may terminate this Agreement and/or any Project in the event the District does not, within thirty (30) days after receipt of written notice from Engineer of District’s failure to comply, 1) pay compensation to Engineer as set forth in the Scope of Services which is due to Engineer, 2) provide the Engineer with access to the Project, or 3) provide the Engineer with applicable Project documents. In such event, the Engineer shall be compensated for District authorized services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to complete the work performed to the date of termination as well as approved Reimbursable Expenses.

ARTICLE 11 – Termination by District

- 11.1 This Agreement may be terminated, or a Project may be cancelled by the District at any time immediately upon written notice to the Engineer. In such event, the Engineer shall immediately cease all work under this Agreement except any work District instructs Engineer in writing to continue performing, and Engineer shall be compensated for District authorized services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to complete the work performed to the date of termination as well as approved Reimbursable Expenses.
- 11.2 If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, the District thereafter should determine to complete the Project or substantially the same project, the District, for such purpose, shall have the right to utilize any drawings, specifications, estimates and other documents prepared under this Agreement by the Engineer who shall make them available to the District upon request without additional compensation.

ARTICLE 12 – Engineer an Independent Contractor. It is specifically agreed that in the making and performance of this Agreement, the Engineer, including his/her/its officers, agents, and employees, is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 13 – Standardized Manufactured Items. The Engineer shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. The District maintains standard specifications for construction projects. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District’s criteria so long as the same does not interfere seriously with the building design. Any exceptions to the use of the District’s standard specifications must be approved by the District. Engineer shall indicate, in writing, the specification section and revision date of all standard specification sections utilized in the preparation of the construction documents. When provided with updated standardized specifications from the District prior to bid or during the bid period, Engineer shall incorporate any changes.

ARTICLE 14 – Ownership of Documents. Designs, drawings, specifications, electronic equivalents, copyrights and other technical data or documents produced in the performance of this Agreement shall be specified to become the exclusive property of the District and all such materials shall be remitted to the District in a timely manner upon completion, termination or cancellation of this Agreement. Agreements may grant the Engineer the right to reuse *aspects* (i.e. details and design elements) of the design developed for a Project in other designs for other future projects including those with other clients. District shall have access at reasonable times to inspect copies of notes, designs, drawings, specifications, electronic files, calculations and other technical data pertaining to the work performed under this Agreement.

ARTICLE 15 – Use of Documents. The District retains the right to utilize any documents prepared under this Agreement regardless of whether the Agreement is terminated or a Project is suspended or abandoned. This right allows the District to use these documents in the future for the same Project, a modified version of it, or for one that is similar. Any reuse without specific written verification or adaptation by the Engineer will be at District’s sole risk and without liability or legal exposure to the Engineer. The District is not bound by this Agreement to employ the services of the Engineer who prepared these documents in the event they are reused.

ARTICLE 16 – Copyright. The Engineer shall not acquire a copyright for project documents but shall be permitted to retain copies including reproducible copies or electronic data of the drawings, specifications and other project documents. Engineer shall not use, willingly allow or cause to have the materials be used other than for performance of this Agreement without prior written consent of the District.

ARTICLE 17 – Accounting Records of Engineer. Engineer’s records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18 – Hazardous Materials. The Engineer acknowledges that the Project specifications will provide that no hazardous materials or hazardous materials-containing materials will be used or substituted in conjunction with the Project. In addition, the Engineer also agrees that, upon completion of all work under the Project, the Engineer will certify to the District that, to the Engineer’s knowledge, no hazardous materials or hazardous materials-containing materials were used in the Project.

ARTICLE 19 – Indemnity.

- 19.1 Notwithstanding anything to the contrary contained herein, the Engineer shall indemnify defend and hold harmless the District and its Board, officers, employees, agents and other representatives from and against liabilities, claims, demands, costs, losses, damages or expenses, including, but not limited to, attorneys' fees and costs, if and to the extent awarded according to applicable law, by reason of, arising out of or resulting from (A) the Engineer's performance or failure to perform any of its obligations under this Agreement or any other Default of the Engineer hereunder, (B) any injury, sickness, disease, death or injury to person or destruction of property sustained by Engineer or any person, firm, corporation or other entity employed directly or indirectly by Engineer upon or in connection with the work and services provided for hereunder, (C) any injury, sickness, disease, death, or injury to person or destruction of property, including the loss of use therefrom, sustained by any person, firm, corporation or other entity and caused in whole or in part by any negligence, recklessness or willful misconduct or omission of the Engineer or by anyone directly or indirectly employed by the Engineer or anyone for whose acts the Engineer may be liable, (D) the furnishing or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance under this Agreement, and (E) the failure of Engineer to timely pay any, engineer, consultant or other person, firm, corporation or other entity employed by Engineer in connection with any work or service provided under this Agreement, but only to the extent that the Engineer was paid therefore by the District.
- 19.2 The indemnity set forth in this Article shall survive the expiration or earlier termination of this Agreement and the completion of all services by Engineer hereunder. California Civil Code 2782.8 is deemed incorporated herein by reference.
- 19.3 Except as otherwise set forth in this Agreement, neither party shall be liable to the other party for any delays in the performance of District's respective obligations and responsibilities under this Agreement which arise from causes beyond District's control and without their fault or negligence, including, but not limited to, any of the following events or occurrences: an act of God or of a public enemy, act of government, act of any quasi-governmental or publicly-regulated entity including a public utility, labor disputes, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, unavoidable casualties and other such causes beyond the excused party's control.

ARTICLE 20 – Time Schedule.

- 20.1 Time for Completion: The Engineer shall endeavor to complete the services set forth in the Scope of Services in accordance with the schedule as mutually agreed.
- 20.2 Delays: Any time during which the Engineer is delayed in the Engineer's work by acts of District or its employees or those in direct contractual relationship with District or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Engineer or its consultants, shall be added to the time for completion of any obligations of the Engineer. Engineer shall provide written notice to District of any such delay within five (5) days of Engineer's becoming aware of the existence of such delay.

ARTICLE 21 – Prohibited Interests. No official of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of any Project, shall become, directly or indirectly, financially interested in a Project or in any part thereof. Engineer shall receive no compensation and shall repay District for any compensation received by Engineer hereunder should Engineer aid, abet or knowingly participate in violation of this Article.

ARTICLE 22 – Miscellaneous Provisions.

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court in Fresno, California.
- 22.2 The Engineer shall not assign or transfer by operation of law or otherwise any or all of his/her/its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
- 22.3 If any action or proceeding, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, each party shall bear their own attorney’s fees and costs associated with such action or proceeding.
- 22.4 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Fresno Unified School District
 Facilities Management and Planning
 4600 N. Brawley
 Fresno CA 93722

Engineer: _____

- 22.5 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the District and their respective successors and assigns.
- 22.6 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 22.7 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 22.8 Nothing contained in this Agreement shall create a contractual relationship with or cause action in favor of a third party against either the District or the Engineer.
- 22.9 All employers who are or wish to provide professional services for the District shall maintain a nondiscrimination program.

22.10 This Agreement constitutes the entire Master Agreement for Engineering Services between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. The Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. This Agreement supersedes any and all prior engineering services agreements between the parties. This Agreement will be supplemented by each Scope of Services / Additional Services, and Purchase Order agreed to in writing between the parties as contemplated herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this _____ day of _____, 2020.

[NAME OF COMPANY]

FRESNO UNIFIED SCHOOL DISTRICT

Signature

Signature

Typed Name

Ruth F. Quinto
Typed Name

Title

Deputy Superintendent / CFO
Title

Date

Date

License

APPROVED AS TO FORM BY GENERAL
COUNSEL, FRESNO UNIFIED SCHOOL DISTRICT

EXHIBIT "A"
DISTRICT STANDARD FORMAT CHANGE ORDER FORM

**CHANGE ORDER
 NO.**

OWNER [X]
 ARCHITECT [X]
 CONTRACTOR [X]
 INSPECTOR [X]
 DSA [X]

PROJECT: _____ DSA FILE NO.: _____
 DSA APPL. NO.:

TO CONTRACTOR:

DATE:

PROJECT NO:
 CONTRACT DATE:
 FUSD BID/CONTRACT NO.:

INCLUDES THE FOLLOWING:

Change Order Cover Sheet	1 page
Change Order Text	pages
<u>Attachments</u>	<u>pages</u>
Total	pages

Not valid until signed by Owner, Architect and Contractor. The Contract is changed as follows:

The original Contract Sum was..... \$
 Net change by previously authorized Change Orders \$
 The Contract Sum prior to this Change Order was \$
 The Contract Sum will be (increased/decrease) by this \$
 The new Contract Sum including this Change Order will be..... \$

The Contract Time will be (increased/decreased) by () Calendar Days
 The date of Substantial Completion as the date of this Change Order is

NOTE: Contractor agrees to furnish all labor and materials and perform all of the above-described work in accordance with the above terms in compliance with the applicable sections of the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under Section 01 26 00 of the General Requirements. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time and contract sum due to the Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

_____ Architect	_____ Contractor	<u>Fresno Unified School District</u> Owner 4600 N. Brawley Ave <u>Fresno, CA 93722</u> Address
_____ Address	_____ Address	_____ Address
By: _____	By: _____	By: _____ William Belanger
Date: _____	Date: _____	Date: _____

Page 2 of Change Order
Project Name:
Change Order No..
Date:
Project No.:

The contract is changed as follows:

Item 1:

Add/Subtract: \$

Item 2:

END OF CHANGE ORDER NO.

SECTION 8
CONSTRUCTION INSPECTION SERVICES

**MASTER AGREEMENT
FOR PROFESSIONAL INSPECTION SERVICES**

THIS AGREEMENT FOR PROFESSIONAL INSPECTION SERVICES (the "Agreement"), is made and entered into on _____, 202_, by and between the FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA, hereinafter referred to as "District", and _____, hereinafter referred to as "Inspector". Inspector warrants that he/she is certified as a Class __ Inspector with the Division of the State Architect (DSA).

RECITALS:

A. It is the desire of the Governing Board of the District to contract with _____ (Consultant) to furnish professional inspection services identified in RFQ 20-14 Section 8 on an as needed basis for various District Projects during the term of the Construction Contract by and between the District and Prime Contractor. For purposes of this Agreement, the Project shall include all miscellaneous work related thereto or reasonably inferable from any of the "Contract Documents" defined in the Construction Contract.

B. The District desires to retain the Inspector upon the terms and conditions hereinafter set forth, and the Inspector desires to accept said retention and will agree to perform the services hereinafter mentioned, upon said terms and conditions.

NOW THEREFORE for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The term of this Agreement shall be Shall Not exceed a maximum of five (5) years.
2. The Inspector shall, on behalf of the State of California and the District, furnish all required inspections necessary to complete the Project and perform all miscellaneous related work as assigned by the State of California Division of the State Architect (the "DSA") or the District (collectively, the "Services"). The Inspector shall maintain his/her status as an approved DSA Inspector for the entire term of the project. Failure to remain in approved status shall be cause for immediate termination of the contract.
3. The Inspector shall provide all reports, certificates, drawings and other items and documentation required by the District, by law or by any of the Contract Documents in connection with the Project. Certain of such required reports, certificates and drawings are set forth on the attached Addendum for the Inspector's convenience; provided that, the Addendum shall not relieve the Inspector of the obligation to review the Contract Documents prior to executing this Agreement or of any of the terms, provisions or requirements of such Contract Documents, as the same may apply to the Inspector's services hereunder. The Contract Documents are hereby incorporated herein by this reference.

any time arise or accrue or be made by reason of injuries to or death of persons or damage to, loss of, or theft of property, including District's personnel and property, arising by reason of or in the course of the performance of this Agreement or by reason of any act or omission of the Inspector, its employees, agents, consultants or independent contractors; nor shall the District be liable or responsible for any accident, loss or damage, and the Inspector, at his own expense, cost and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives on any such claim or demand, and pay or satisfy any judgment that may be rendered against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives in any such action, suit or legal proceedings. However, Inspector's liability for such damages, losses, costs or expenses shall be limited to those arising from the negligent or grossly negligent acts or omissions or willful misconduct of the Inspector or its employees, agents, consultants or independent contractors. The Inspector shall further hold and keep harmless, indemnify and defend the District, its Board and its officers, employees, agents, consultants, other independent contractors and representatives from and against every liability, claim, demand, cost, loss, damage or expense in law or equity that may at any time arise or accrue or be made by reason of the Inspector's failure or alleged failure to pay any of its agents, consultants or independent contractors.

10. The Inspector is and shall be at all times, during the term of this Agreement, an independent contractor and shall in no way be construed to be an officer, agent, employee, partner or joint venturer of the District.

11. The Inspector shall not assign or transfer this Agreement or any interests of Inspector herein without the prior written approval of the District. Any such attempt by the Inspector to assign or transfer this Agreement or any of its interests herein without District approval shall be void and of no force or effect. No individual person assigned to provide the Services hereunder for the Project may be changed or substituted without the prior written consent of the Executive Director of Facilities Management & Planning of the District and the assigned Project Manager for such Project. Such consent may be given or withheld in each such person's sole and absolute discretion.

12. The Inspector, its agents, employees, consultants and independent contractors shall maintain the confidentiality of all information received in the course of performing the services except as may otherwise be required by law or as may be required in connection with the proper performance of the Inspector's services hereunder. This requirement shall extend beyond the effective termination date of the Agreement indefinitely.

13. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof (when read together with the attached Addendum) and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed by both parties with the same formality as this Agreement.

14. This Agreement may be terminated by either party for any or no reason at any time during the term of this Agreement by giving thirty (30) days written notice to the other party. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than

any time arise or accrue or be made by reason of injuries to or death of persons or damage to, loss of, or theft of property, including District's personnel and property, arising by reason of or in the course of the performance of this Agreement or by reason of any act or omission of the Inspector, its employees, agents, consultants or independent contractors; nor shall the District be liable or responsible for any accident, loss or damage, and the Inspector, at his own expense, cost and risk, shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives on any such claim or demand, and pay or satisfy any judgment that may be rendered against the District, its Board or its officers, employees, agents, consultants, other independent contractors or representatives in any such action, suit or legal proceedings. However, Inspector's liability for such damages, losses, costs or expenses shall be limited to those arising from the negligent or grossly negligent acts or omissions or willful misconduct of the Inspector or its employees, agents, consultants or independent contractors. The Inspector shall further hold and keep harmless, indemnify and defend the District, its Board and its officers, employees, agents, consultants, other independent contractors and representatives from and against every liability, claim, demand, cost, loss, damage or expense in law or equity that may at any time arise or accrue or be made by reason of the Inspector's failure or alleged failure to pay any of its agents, consultants or independent contractors.

10. The Inspector is and shall be at all times, during the term of this Agreement, an independent contractor and shall in no way be construed to be an officer, agent, employee, partner or joint venturer of the District.

11. The Inspector shall not assign or transfer this Agreement or any interests of Inspector herein without the prior written approval of the District. Any such attempt by the Inspector to assign or transfer this Agreement or any of its interests herein without District approval shall be void and of no force or effect. No individual person assigned to provide the Services hereunder for the Project may be changed or substituted without the prior written consent of the Executive Director of Facilities Management & Planning of the District and the assigned Project Manager for such Project. Such consent may be given or withheld in each such person's sole and absolute discretion.

12. The Inspector, its agents, employees, consultants and independent contractors shall maintain the confidentiality of all information received in the course of performing the services except as may otherwise be required by law or as may be required in connection with the proper performance of the Inspector's services hereunder. This requirement shall extend beyond the effective termination date of the Agreement indefinitely.

13. It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof (when read together with the attached Addendum) and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed by both parties with the same formality as this Agreement.

14. This Agreement may be terminated by either party for any or no reason at any time during the term of this Agreement by giving thirty (30) days written notice to the other party. Said notice shall be in writing, shall state the date of the proposed termination (which shall in no event be earlier than

thirty (30) days from the date of delivery of such notice) and shall be delivered to the addresses listed for the respective parties. In such event, this Agreement shall terminate on the termination date set forth in the termination notice. Notwithstanding the foregoing, the District may terminate this Agreement upon less than thirty (30) days' written notice in accordance with Paragraph 19 below and either party may terminate this Agreement immediately upon the occurrence of a material default by the other party hereto. Upon any termination of this Agreement, the District shall pay to the Inspector all amounts earned and invoiced by the Inspector up to the termination date (subject to the District's offset rights hereunder) and the parties shall thereafter be released from all further obligations and liabilities under this Agreement except to the extent that any such obligations or liabilities expressly survive the termination of this Agreement. In the event of the occurrence of a material default of any party hereunder, the non-defaulting party shall have all rights and remedies at law and in equity with respect to such default.

15. The Inspector shall work a minimum/maximum of [if applicable] hours per day/week/month as directed by the Project Manager. Inspector shall account for and invoice hours worked under this Agreement separately from any other agreement between the parties. All Inspector hours shall be scheduled in a manner that will satisfy the work requirements defined by the District and as required by the Title 21 and Title 24 requirements of the California Administration Code.

16. Inspector agrees to perform additional services for the District above and beyond the minimum requirement if requested to do so by the District.

17. Additional hours worked above any minimum stipulated shall be billed at the same wage rate [] dollars per hour] as the minimum hours up to and including ten (10) hours per day. No time and a half, double or triple time is authorized, unless agreed on, in writing by the District prior to the work.

18. The Inspector shall hire (or perform itself) any and all independent contractors and/or consultants needed to produce a clerically smooth product for the District and for the Inspector's routine correspondence with the District. These clerical services shall be provided at no additional expense to the District and shall be paid from the Inspector's own resources and billings.

19. Inspector understands and agrees that this Agreement may involve work to be performed in different school fiscal years. While it is the intent of the District to utilize the Inspector continuously throughout the period irrespective of fiscal year, Inspector and the District agree and acknowledge that all work in fiscal years subsequent to the fiscal year of the Agreement execution is contingent upon availability of continued funding, and non-availability of obligated funds is grounds for immediate termination of this Agreement by the District.

20. The Services performed by the Inspector under this Agreement may be a part of a school building project funded in whole or in part by various State of California School Building Funds subject to certain restrictions. Therefore, the Inspector's full compliance with the applicable Disabled Veterans' Business Enterprise [DVBE] regulations promulgated by the State Allocation Board, State of California, and any other requirements of the State Allocation Board in order to qualify for funding, is mandatory. As required by the State Allocation Board regulations, the Inspector's satisfactory compliance

shall be determined by the District and shall be a condition precedent to the execution of this Agreement or payment of any amounts by the District hereunder. The Inspector shall remain continuously in compliance with said DVBE regulations during the entire term of this Agreement.

21. The Inspector shall comply with all laws, ordinances, rules and regulations applicable to it or to the Project in the performance of the Services.

22. The Inspector shall cause the removal of any worker from the Project site when directed to do so by the District or any representative thereof. The District and all District projects are "drug-free", "smoke-free", "alcohol free" and "firearm free" workplaces and, as such, require that all persons at the Project sites (including the Inspector) be subject to the requirements mandated by California Government Code Sections 8350, et seq. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. The Inspector shall police and oversee any personnel working on the Project site for purposes of enforcing any of the above listed prohibited activities.

23. The Inspector shall not engage in, or permit any employee, agent, independent contractor, consultant or other person that the Inspector may employ or retain to engage in, unlawful discrimination in the employment of any persons and shall not make employment decisions based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender.

24. If either party commences an action against the other party to enforce any of the terms of this Agreement because of the breach by the other party of any of the terms hereof, the prevailing party, in addition to any other relief to which such party may be entitled, shall be entitled to reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" and "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

25. The Inspector hereby represents, warrants and covenants that (i) at the time of the execution of this Agreement, the Inspector has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of the Services; and (ii) the Inspector shall not employ in the performance of the Services any person or entity having any such interest.

26. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

27. Time is of the essence in the performance of this Agreement.

28. Each party executing this Agreement represents that the persons executing this Agreement on behalf of such party hold the office and/or position in such legal entity respectively indicated hereinafter for them, and have full right and power and have been legally authorized to act on behalf of such legal entity in executing and entering into this Agreement on behalf of such party. Each individual executing this Agreement on behalf of a party represents that such individual is duly and legally authorized to execute this Agreement on behalf of such party.

29. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by electronic communication (with receipt confirmation), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Inspector:

Phone No: (____) ____ - _____

Fax No.: (____) ____ - _____

Email: _____

District:

Fresno Unified School District
4498 N. Brawley Avenue
Fresno, California 93722
Phone No: 559-457-3588
Fax No.: (559) 457-6040

Attention:

Executive Director of Purchasing
Purchasing Department

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year written below:

[NAME OF COMPANY]

FRESNO UNIFIED SCHOOL
DISTRICT

BY: _____
Title:

BY: _____
Title: Deputy Superintendent / CFO

Typed Name

Ruth F. Quinto

Typed Name

DATED: _____, 2020

DATED: _____, 2020

EXHIBIT "8-A"

DAILY CONSTRUCTION PROGRESS REPORT

PROJECT DESCRIPTION

Contractor	Workers	Contractor	Workers

Equipment on site

Testing Completed Today

Test	Technician	Hours	Test	Technicians	Hours

REMARKS – State in full, progress of work

Visitors

Verbal Instructions – State by whom given

Hours Inspected Today: _____

Inspector: _____

Inspector to deliver reports to Facilities Dept. weekly. Keep a copy in book on job. Turn book in on completion of project.

Date _____ M T W Th F S

DSA Appl. No. _____

Weather _____

Report # _____

Site Condition _____

Bid # _____

SECTION 10
HAZARDOUS MATERIALS AND
INDOOR AIR QUALITY CONSULTING
SERVICES

**MASTER AGREEMENT
FOR
HAZARDOUS MATERIALS AND INDOOR AIR QUALITY TESTING**

This agreement is made by and between the **Fresno Unified School District (District)** and _____ (**“Consultant”**) with respect to the following recitals:

A. District desires to utilize the services of a Certified Asbestos, Lead, and Indoor Air Quality Testing Consultant to perform professional design and management of asbestos abatement projects, lead based paint (LBP), Indoor Air Quality testing, and other related services identified in RFQ 20-14 Section 10 on an as needed basis for various District Projects during the term of the Agreement, consisting of but not limited to:

1. Programming - The Consultant will review construction plans and specifications and District AHERA Management Plans to define asbestos abatement needs.
2. Site Evaluation - The Consultant will visit the proposed site to confirm that all planned work is consistent with existing conditions.
3. Sampling - The Consultant will provide any required additional sampling as approved by the District, to confirm conditions as stated in the District AHERA Management Plan, and/or background air sampling required by project conditions. Consultant will provide lead based paint sampling, including bulk testing, XRF and wipe testing, as well as soil sampling, and indoor air quality testing as required.
4. Project Design - The Consultant will design the asbestos abatement and lead based paint preparation projects and provide technical specifications (plans) to be used as bid documents by the District.
5. The Consultant will schedule with the District’s Representative, the Purchasing Department, and the Project Architect as required, to coordinate the timing of the asbestos abatement with the construction/modernization project.
6. Bid Phase - The Consultant will play an active role during bidding phase of asbestos projects to insure that a sufficient number of qualified bidders have all information necessary to submit a competitive bid.
7. Asbestos Bid Evaluation - The Consultant will review the asbestos abatement bids received and make written recommendation to the District regarding award, as required.
8. Asbestos Abatement - The Consultant will assume contract administration of the asbestos removal project, including all required air monitoring, to ensure that all Federal, State and District requirements and objectives are met.

9. Asbestos Project Closeout - The Consultant will provide necessary final air monitoring, and all asbestos project documentation to the District Representative for the inclusion in the AHERA Management Plans.
 10. Lead Based Paint (LBP) Preparation - The Consultant will provide lead sample results for all areas of building to be painted along with LBP preparation specifications for inclusion in paint contract specifications.
 11. Indoor Air Quality (IAQ) - The Consultant will provide IAQ investigation service and air sampling as required.
 12. Training, as needed.
- B. All work shall conform to Government Regulations 40 CFR, Parts 61, 763, 1910, 1926; Section 1529, Title 8 CCR; Title 22; Title 17 CFR, 29 CFR, 1910.1025, 29 CFR 1926.62 and all other applicable standards.
- C. Consultant represents to the district that he/she has significant experience in conducting professional asbestos/lead-based paint preparation/indoor air quality consulting and is a CAL OSHA Certified Asbestos and Department of Health Services certified Lead Consultant qualified to perform all services required by this agreement.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The above indicated recitals are true and correct.
2. Engagement. District hereby engages Consultant to perform the services indicated in paragraph A hereinabove and further agrees to compensate Consultant for professional services provided in accordance with Consultant fee schedule (exhibit D) or other such schedule of values as agreed by the parties hereto.
3. Certification, License - To perform the work required by this agreement, Consultant must possess a professional asbestos consultant license, all Department of Health Services Lead Certification, and Radioactive Material License issued by the State of California.
4. Consultant shall submit invoice(s) to the District, Attn: Accounts Payable, showing the specific services which have been provided and the amount due for the billing period in question.
5. Disputes. In the event of a dispute between the District and the Consultant as to an interpretation of any of the requirements specified in the agreement, the decision of the District shall for the time being prevail and Consultant, without delaying his or her service, shall proceed as directed by the District without prejudice to any final determination. Should Consultant be finally determined to be correct, District shall reimburse consultant for any added costs he or she may have incurred by reason of work done or material supplied beyond the terms of the agreement as a result of complying with the Districts directions. If Consultant neglects to prosecute the work properly or fails to perform any provision of this agreement, district or its authorized agent, without prejudice to any other remedy may correct such deficiencies and may deduct the cost thereof from any payments due Consultant.

6. District Responsibilities. District agrees to provide consultant with service and facilities, if any, as described in his or her proposal.

7. Term. The term of this Agreement shall Not to exceed a maximum of five years.

8. Termination. This agreement may be terminated by either party without cause upon providing written notice thereof 30 days prior to the effective date of said termination.

9. Insurance. Without limiting District's right to indemnification, Consultant shall secure and maintain in force, during the term of this agreement, a comprehensive general liability and automobile policy using an occurrence based policy form, with combined single limits of **\$1,000,000.00 or \$1,000,000.00** per person, **\$1,000,000.00** per occurrence, with no annual aggregate limit. Property damage limits shall be **\$500,000.00** per loss. The district shall be named as an additional insured on the policies by separate endorsements that shall be attached to this agreement as proof of insurance. Consultant agrees to forward copies of such endorsements within ten (10) calendar days following execution of this agreement. Written notification by the carrier to the District at least thirty (30) calendar days prior to cancellation, failure to renew, or other changes in coverage is required.

Insurance provided under Consultant's policy shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with insurance required under the terms of this agreement.

Worker's Compensation. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall secure the payment of compensation to his/her employees. Consultant affirms by his/her signature in the agreement awareness of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that he will comply with those provisions before commencing the performance of the work of this contract.

10. Errors and Omissions Insurance. Prior to the commencement of services under this Agreement, Consultant shall furnish District satisfactory proof that he/she has, for the period covered by this Agreement, errors and omissions insurance with limits of at least **\$1,000,000.00** dollars

11. Consultant's Personnel. To provide the services contemplated by this agreement, Consultant agrees only to employ qualified and duly certified persons having experience suitable to perform the work. Consultant shall be required to provide evidence he or she has lawfully provided worker's compensation insurance coverage for all of his or her employees.

12. Independent Consultant. While performing services pursuant to this agreement, Consultant shall be deemed an independent contractor and not an officer, agent or employee of the District.

13. Indemnity. Consultant agrees to indemnify, defend and save harmless the District, its officers, agents, employees and members of its governing board from and against any and all claims, demands, losses, judgements, liabilities, causes of action and expenses, including attorneys fees and costs, of any nature they may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage of property, or for other acts arising out of or in any manner related to or connected with Consultant's performance or failure to perform the terms of this agreement, excepting only liability arising out of the sole negligence of the District.

14. Assignment. Consultant shall not assign or transfer, by operation of law or otherwise, all or any of his/her rights, burdens, duties, or obligations under this agreement without District's prior written consent.
15. Other responsibilities of the Consultant. Those not specified in the Request for Proposal or Consultant's response shall be negotiated to assure acceptable performance and compensation.
16. Compliance with the law. In the performance of the services contemplated by the agreement, Consultant agrees to comply with all requirements of the district and all applicable local, state and federal laws and regulations as those laws and regulations may change from time to time.
17. Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation, venue shall lie in the appropriate state or federal court in Fresno County, California.
18. Entire Agreement. This agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and no party has relied upon any representations, express or implied, not contained in this agreement.
19. Amendments. This agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.
20. Severability. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this agreement.
21. Binding Effect. This agreement shall be for the benefit of and shall be binding upon both parties and their respective agents' representatives, successors, heirs and assigns.
22. Execution in Counterparts. This agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement.
23. Attorney's Fees. If any action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to all damages reasonably flowing from any breach of this agreement, plus attorney's fees.
24. Cooperation with State and Federal Authorities. Consultant agrees to cooperate in any state or federal audit or quality control review.
25. The parties have executed this agreement by the signatures of their authorized representative on the dates indicated below:

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year written below:

Dated _____

FRESNO UNIFIED SCHOOL DISTRICT

Signature

Ruth F. Quinto
Typed Name

Deputy Superintendent / CFO
Title

Dated _____

[CONSULTANT]

Signature

Typed Name

Title

Asbestos Consultant License No. / Expiration Date

PREVIOUSLY APPROVED AS TO
FORM BY GENERAL COUNSEL,
FRESNO UNIFIED SCHOOL DISTRICT

EXHIBIT "10-A"

FEE SCHEDULE

Fresno Unified School District

HOURLY FEES:

Asbestos Specification preparation (design, bid walk, evaluation, etc.)	\$ _____/Hr.
Asbestos Project Management (abatement, inspection)	\$ _____/Hr.
Asbestos Final Report Preparation	\$ _____/Hr.
Lead Paint sampling and report	\$ _____/Hr.

LABORATORY FEES:

Polarized Light Microscopy (PLM)	\$ _____/Ea.
Phase Contrast Microscopy (PCM)	\$ _____/Ea.
Transmission Electron Microscopy (TEM)	\$ _____/Ea.
XRF Test	\$ _____/Ea.
Lead Bulk Sample	\$ _____/Ea.

CULTURABLE AIR SAMPLES

Andersen, fungi (genus ID, Aspergillus speciation)	\$ _____/Ea.
Andersen, fungi, full speciation (all fungi, including Penicillium)	\$ _____/Ea.

NON-CULTURABLE AIR SAMPLES

Non-viable spore trap slide	\$ _____/Ea.
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SURFACE SAMPLES

Tape lift	\$ _____/Ea.
Bulk	\$ _____/Ea.
Swab	\$ _____/Ea.

OTHER

24 hour monitoring, recording	\$ _____/Ea.
Labor rate-Investigation	\$ _____/Ea.
Vacuum canister for VOC analysis, 4-6 hour sample	\$ _____/Ea.

EXHIBIT "10-A" (continued)
FEE SCHEDULE

OTHER FEES:

Consultant shall utilize this area to identify all other costs which shall be charged to the District for services rendered in conjunction with the services to be provided herein. Failure to list a cost for any service to be provided shall be interpreted as a "no cost" to the District. Attach additional pages as necessary.

_____	\$ _____.
_____	\$ _____.
_____	\$ _____.

EXHIBIT "10-B"

PIGGYBACK CLAUSE

The Fresno Unified School District hereby authorizes other agencies (including public, private, and charter school districts) to purchase equipment and services under RFQ 20-14 and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Subsequent buyers using this Bid shall be directly responsible to vendor for payment and/or any other financial arrangements involving said transactions.

Acceptance or rejection of this clause will not affect the outcome of this Bid.

By signing below, Vendor agrees to allow other agencies (including public, private & charter schools districts) to purchase equipment and services using the same terms and conditions of **RFQ 20-14 of Selections 10 Professional Services Construction Related Consultants – Hazardous Materials and indoor Air Quality Consulting Services.**

YES _____

NO _____

Signature

Typed Name

Title

Date