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**AGREEMENT**

**BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT**

**AND**

**ARCHITECTURAL NEXUS, INC.**

**FOR**

**NEW FIRE ALARM SYSTEMS**

**AT**

**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**

**ARCHITECTURAL-ENGINEERING SERVICES**

**DOCUMENTS BOUND HEREWITH**

**Agreement Form**

**Exhibit A: Construction Budget, Project Schedule and A-E Fees**

**Exhibit B: Reimbursable Expenses and Hourly Fees for Extra Services**

**Exhibit C: A-E's Sub-consultants**

**Exhibit D: Scope of Services and Deliverables**

**Exhibit E: DOJ Certification and List of Employees Authorized to Come on to School Campuses**

1 COLUSA UNIFIED SCHOOL DISTRICT

2  
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

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1 COLUSA UNIFIED SCHOOL DISTRICT  
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3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES  
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5 FOR  
6  
7 NEW FIRE ALARM SYSTEMS  
8  
9 AT  
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11 BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL  
12  
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15

16 This agreement is contingent upon Colusa Unified School District Board approval and  
17 will not be valid unless approved.  
18

19 THIS AGREEMENT, made in three copies on June 16, 2015 by and between Colusa Unified  
20 School District "CUSD", hereinafter called "Owner", and Architectural Nexus, Inc., hereinafter  
21 called the "Architect-Engineer" or the "A-E", which represents and warrants that it is duly  
22 licensed under the laws of the State of California to practice architecture and engineering in the  
23 State of California.  
24

25 Owner desires to retain Architect-Engineer to provide complete services for the Project  
26 as defined below, including but not limited to the following services: construction documents,  
27 award and bidding, construction phase and closeout services to implement and complete the  
28 Project.  
29  
30

31 **ARTICLE 1. DEFINITIONS**  
32

33 OWNER: Colusa Unified School District.  
34

35 ARCHITECT-ENGINEER (A-E): Architectural Nexus, Inc. The organization or individual  
36 providing those professional design services set forth herein and associated with the New Fire  
37 Alarm Systems at Burchfield Primary School, Egling Middle School and Colusa High School Project,  
38 as defined below.  
39

40 OWNER'S PROGRAM MANAGER (PM) – Capital Program Management, Inc. (CPM): The  
41 agent appointed by Owner as Owner's representative(s) to provide overall program management  
42 during the design and construction phases of the Project. For purposes of this Agreement, the  
43 PM shall have the authority to direct the work and minor changes to the Project, except that the  
44 terms of this Agreement shall not be modified without the approval of Owner.

1  
2           CONTRACTOR: The construction contractor who receives the contract award for  
3 construction of the Project, as defined below.  
4

5           PROJECT: New Fire Alarm Systems at Burchfield Primary School, Egling Middle School and  
6 Colusa High School.  
7

8           PROJECT BUDGET: The total available funding as appropriated through the State School  
9 Facilities Program, local bond measure, or other means to be used for the design and  
10 construction of the Project. It is the intent of Owner that the Project Budget include all costs for  
11 design, engineering, construction, inspection, technical consultant, surveys, testing, project  
12 management, Project contingencies, furniture and equipment, and such administrative costs of  
13 Owner as shall be deemed appropriate.  
14

15           CONSTRUCTION BUDGET: The total available funding for work to be performed by  
16 construction contractors, excluding change orders.  
17

18           ESTIMATE: A-E's opinion of probable construction costs if the Project were to be put out  
19 to bid during the time specified in the Estimate.  
20

21           CONTRACT DOCUMENTS: Contract Documents as used in this Agreement and intended  
22 for construction shall include the Notice to Bidders, the Instructions for Bidders, the Proposal  
23 Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond,  
24 the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical  
25 Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, change  
26 orders, Supplemental Drawings, Architect's Instruction Bulletins ("AIB's").  
27  
28

29 **ARTICLE 2. BUDGETS AND ESTIMATES**  
30

31 A.       The Construction Budget is established in attached Exhibit A.  
32

33 B.       A-E shall design the Project in a manner that it can be constructed for a cost within the  
34 Construction Budget.  
35

36 C.       A-E shall follow the Owner's Facility Design Standards and programmatic requirements  
37 and selection of materials, systems, and components affecting the quality of construction.  
38

39 D.       In accordance with Article 10 and Exhibit D, A-E shall prepare estimates of Project  
40 Construction Costs at the following phases:  
41

42           1.       A-E shall perform a 50% Construction Document Estimate of the Project  
43 Construction Cost and submit it to Owner for review.  
44

1 2. A-E shall perform a 100% Construction Document Estimate of the Project  
2 Construction Cost and submit it to Owner for review.

3  
4 3. In the event of redesign required by project bidding over the Project Construction  
5 Cost in the approved Construction Budget, A-E shall revise the design documents at their  
6 sole expense and shall perform a revised 100% Construction Document Estimate of the  
7 Project Construction Cost and submit it to Owner for review.  
8  
9

10 **ARTICLE 3. BASIC SERVICES OF THE A-E**

11  
12 A-E's Basic Services shall include all work described herein for the development of  
13 Construction Documents including complete and coordinated drawings, details and notes, and  
14 specifications, together with the Estimate, construction administration and field observation of  
15 actual construction of the Project, all in accordance with this Agreement, Owner's Facility Design  
16 Standards, and applicable laws and regulations. A-E's Basic Services shall be divided into the  
17 following components:  
18

19 A. Construction Document Phase

20  
21 1. A-E shall review site surveys, existing record documents, seismic data, mechanical,  
22 geotechnical and other test reports, environmental documents and any other tests or  
23 reports furnished to A-E pursuant to Article 9 of this Agreement. After examining the site,  
24 A-E shall advise Owner as to whether such data are sufficient for purposes of design or  
25 whether additional data are needed. If additional data are needed, A-E shall recommend  
26 and specify the manner in which the necessary information/data shall be provided and  
27 needed services be obtained.  
28

29 2. A-E shall prepare base drawings that thoroughly document existing site  
30 conditions, including any structures or appurtenances that have been added to buildings  
31 or site without proper Division of the State Architect (DSA) approval, and any evidence of  
32 deterioration visible from the exterior of the building or from occupied spaces of the  
33 building due to dryrot, termite, or other environmental damage, in order to minimize  
34 changes due to unforeseen site conditions during construction.  
35

36 3. For constructability and to fully coordinate existing conditions into the  
37 Construction Documents to be prepared by A-E, A-E shall investigate and take  
38 measurements of observable existing conditions and facilities. Where existing conditions  
39 are concealed, A-E shall make reasonable recommendations to Owner as to whether such  
40 conditions should be exposed and, if so, the specific extent of such exposure. Owner may,  
41 but need not, follow A-E's recommendations. If Owner takes action to expose concealed  
42 conditions, A-E shall proceed with investigating and taking measurements.  
43

1 4. A-E shall prepare, based on the approved design and any further adjustment in  
2 the scope or quality of the Project authorized by Owner, working drawings, plans and  
3 specifications setting forth in detail and prescribing the work to be done and the  
4 materials, workmanship, finishes, and equipment required for the architectural,  
5 structural, mechanical, civil, landscape, and electrical service connected equipment (the  
6 Construction Documents).

7  
8 5. When the Construction Documents are fully coordinated and the quality control  
9 review is completed, A-E shall notify the Owner that the Construction Documents are  
10 ready for third party review. A-E shall cooperate with Owner in submitting the  
11 Construction Documents to a third party for peer review and shall incorporate agreed  
12 upon third party peer review comments into the Construction Documents prior to  
13 submitting the documents to DSA. If any peer review comment is rejected by A-E and a  
14 change order is later required to resolve a deficiency in the Construction Documents that  
15 would have been addressed by the rejected peer review comment, A-E shall be liable for  
16 all expense of the change order.

17  
18 6. A-E shall be responsible for coordinating its specifications with Division 0 and 1  
19 documents supplied by Owner.

20  
21 7. The Construction Documents shall be consistent with a design that can be  
22 constructed within the Construction Budget.

23  
24 8. A-E shall advise and assist Owner in applying for and obtaining required approvals  
25 from all applicable governmental agencies having jurisdiction in a timely manner so as not  
26 to delay the Project. The A-E shall use its best efforts but shall not be responsible for  
27 governmental plan check scheduling delays.

28  
29 9. One (1) set of completed documents for each phase (50% and 100% CD's) shall be  
30 sent to the Owner for progress review and comment. The Owner is under contract with  
31 a local reproduction company, which shall be utilized by the A-E for printing and  
32 distribution of these progress review documents at the Owner's expense. In addition,  
33 one (1) copy of each is to be sent to a pre-determined Cloud-based electronic posting.  
34

35 B. Storm Water Prevention

36  
37 1. A-E acknowledges that all California school districts are now obligated to develop  
38 and implement the following storm water requirements, without limitation:

39  
40 a. A municipal Separate Storm Sewer System (MS4). An MS4 is a system of  
41 conveyances used to collect or convey storm water, including, without limitation,  
42 catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

43 b. A Storm Water Pollution Prevention Plan (SWPPP) at:

1 (1) Sites where Owner engages in maintenance (e.g., fueling, cleaning,  
2 repairing) of transportation activities;

3 (2) Construction sites where one or more acres of soil will be disturbed  
4 or where each Project is part of a larger common plan of development that  
5 disturbs one or more acres of soil.  
6

7 A-E shall conform its design work with Owner's storm water requirements indicated  
8 above, that are approved by Owner and applicable to the Project, at no additional cost to  
9 Owner. In addition, as required, A-E shall develop a grading and drainage plan and a site  
10 plan from architectural information showing a final development of the site. This drawing  
11 will also include a horizontal and vertical control plan and a utility infrastructure plan. The  
12 Services described in this Article 3.D shall be provided by a professional civil engineer who  
13 contracts with or is an employee of A-E. Owner, at its sole discretion, may pay A-E for  
14 Extra Services to comply with this provision if the Services required are in excess of those  
15 normally required for services of the type in this Agreement.  
16

17 C. Bid and Award Phase

18  
19 1. A-E shall assist Owner during bid and award phase as follows:

20  
21 a. Attendance at and participation in pre-bid meetings.

22  
23 b. Responding to technical questions from bidders in a timely manner so as  
24 not to delay their ability to prepare accurate bids.

25  
26 c. Preparation of addenda as appropriate or requested by Owner.

27  
28 d. Participate in interviews of Project Inspectors or Special Inspectors as  
29 requested by Owner for DSA approval.  
30

31 D. Construction Phase

32  
33 1. A-E shall provide general direction to a Project Inspector (Inspector) employed by  
34 and responsible to Owner, as required by the Education Code and the California Building  
35 Standards Code published by the ICBO, California Building code, California Code of  
36 Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation of  
37 a marked set of prints (record documents), indicating actual as-built conditions,  
38 dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility  
39 lines within the limits of construction, and other adjacent construction features, which  
40 shall be forwarded to A-E for Owner upon completion of the Project.  
41

42 2. A-E shall administer the construction phase, as required by this Agreement, the  
43 Contract Documents, and the applicable statutes and regulations. A-E shall comply with

1 all time lines set forth in the Contract Documents for its construction phase services. A-E  
2 shall observe and become familiar with the general quality of construction and report in  
3 writing to Owner any observed instance where the materials, workmanship, or the  
4 general quality of construction is not in conformance with the Contract Documents, the  
5 California Building Standards Code requirements, or generally accepted industry  
6 standards of quality.  
7

8 3. In providing Services during the construction phase, A-E shall employ individuals  
9 on the Project to whom Owner has no reasonable objection. In the event Owner has a  
10 reasonable objection to any employee of A-E performing work on the Project, it shall  
11 notify A-E, which shall promptly cause the individual to be removed from the Project.  
12

13 4. A-E, as a representative of Owner, shall make visits to the site at least once per  
14 week to render architectural observations in order to: (1) become generally familiar with,  
15 and to keep Owner informed about, the progress and quality of the portion of the Project  
16 completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in  
17 the work; and (3) determine in general if the work is being performed in a manner  
18 indicating that the work, when fully completed, will be in accordance with the Contract  
19 Documents. A-E shall attend weekly on-site construction meetings and shall otherwise  
20 be available to Owner and the Inspector for site meetings on an "as-needed" basis.  
21

22 5. A-E shall not be required to make exhaustive or continuous on-site inspections to  
23 check the quality or quantity of the work. A-E shall neither have control over or charge  
24 of, nor be responsible for, the construction means, methods, techniques, sequences or  
25 procedures, or for safety precautions and programs in connection with the work, since  
26 these are solely Contractor's rights and responsibilities under the Contract Documents.  
27

28 6. A-E shall make regular reports as may be required by applicable state agencies;  
29 review submittals and shop drawings for conformance with design intent; review  
30 Requests for Information (RFI's) and promptly issue responses; review requests for  
31 substitution of materials, equipment, and the laboratory reports thereof; assist in the  
32 preparation of change orders, if any, in a format acceptable to the DSA, for written  
33 approval of Owner; provide a color schedule of all materials in the Project for Owner's  
34 review and approval; assist in determining date of final completion; make final review of  
35 the Project; review (i) written guarantees to ensure compliance with contract  
36 requirements, (ii) instruction books, (iii) diagrams, and (iv) charts required of the  
37 Contractor; issue A-E's certificate of completion and final certificate for payment; and  
38 provide all close-out documentation required by applicable state agencies, as well as  
39 record documents, within sixty (60) days of Owner's Notice of Completion.  
40

41 7. A-E shall compose and submit Construction Change Documents (CCD) in  
42 accordance with DSA IR A-6.  
43



1 8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to  
2 DSA and a copy to the Project Inspector for each of the applicable sections of the form  
3 DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the  
4 project inspector signing off that section of the project inspection card, and in accordance  
5 with DSA PR 13-01.  
6

7 9. A-E shall review Contractor's applications for payment and certify the amounts  
8 due Contractor and shall issue certificates for payment in such amounts. A-E's  
9 certification for payment shall constitute a representation to Owner, based on A-E's  
10 evaluation of the work and on the data comprising Contractor's application for payment,  
11 that the work has progressed to the point indicated and that, to the best of the A-E's  
12 knowledge, information, and belief, the quality of the work is in accordance with the  
13 Contract Documents. The foregoing representations are subject to: (1) evaluation of the  
14 work at subsequent milestones, including, without limitation at final completion; (2) the  
15 results of subsequent tests and inspections; (3) correction of minor deviations from the  
16 Contract Documents; and, (4) any specific qualifications expressed by the A-E.  
17

18 10. A-E shall interpret the Contract Documents and decide matters concerning  
19 performance of Contractor and/or Owner under the requirements of the Contract  
20 Documents, on written request of either Owner or Contractor and advise Owner. A-E's  
21 response to such requests shall be made with reasonable promptness and within any time  
22 limits agreed upon or set forth in the Contract Documents. Interpretations and decisions  
23 of the A-E shall be consistent with the intent of and reasonably inferable from the  
24 Contract Documents and shall be in writing or in the form of drawings. When making  
25 such interpretations and decisions, A-E shall endeavor to secure faithful performance by  
26 both Owner and Contractor, and shall not show partiality to either.  
27

28 11. At Owner's written request, A-E shall assist Owner with any claim resolution  
29 process involving Contractor and Owner, including, without limitation, serving as a  
30 witness or providing other Professional Services relating to hearings or other legal  
31 proceedings.  
32

33 a. The parties recognize that this clause is a means of expediting resolution  
34 of claims among Owner, Contractor and A-E. However, it is understood that  
35 Contractor is not an intended third party beneficiary of this clause.  
36

37 b. Compensation for these Extra Services under this Paragraph 11 of Article  
38 3.F shall be provided as set forth in the payment provisions for Extra Services  
39 under Articles 11 and 12.  
40

41 c. At Owner's sole discretion, payment for these A-E Extra Services in claim  
42 resolution may be withheld pending the outcome of any settlement. To the extent  
43 that A-E is held responsible for the claim after a final determination is made in

1 accordance with Article 20 of this Agreement, a proportion of the payment for  
2 these Extra Services may be permanently withheld.

3  
4 d. Nothing in this Article shall in any way limit Owner's rights and remedies  
5 under this Agreement against A-E for any errors or omissions or breaches of any  
6 kind related to this Agreement or A-E's responsibilities under it.

7  
8 12. The A-E agrees to continue to work diligently to completion so long as progress  
9 payments continue to be made except for those amounts which are withheld and which  
10 are in dispute under this Agreement.

11  
12 E. Post Construction Phase

13  
14 A-E shall perform a follow-up review of the entire Project and prepare and deliver a  
15 written report to Owner on apparent deficiencies in construction not later than one (1)  
16 month prior to the expiration of the General Construction Contract guarantee period for  
17 the Project.

18  
19  
20 **ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E**

21  
22 A. A-E accepts the relationship of trust and confidence established between Owner and A-E  
23 by this Agreement. A-E represents that it is familiar with the statutes, regulations, and design  
24 requirements applicable to public school construction; that all of its work will conform to current  
25 professional practices and standards regarding such requirements; and that A-E will exercise due  
26 professional care and will cooperate with any consultant also employed by Owner in connection  
27 with the Project. A-E agrees to perform its work with the skill and judgment of a prudent school  
28 designer practicing in the State of California and in an expeditious and economical manner  
29 consistent with the interests of Owner. A-E will prepare accurate and fully coordinated plans and  
30 specifications and Contract Documents. Any review, approval or acceptance of any of A-E's work  
31 under this Agreement shall not relieve A-E from responsibility for errors and/or omissions in its  
32 work or the work of its sub-consultants. A-E will perform its work in an appropriate and  
33 professional manner which does not violate the Owner's sexual harassment or other harassment  
34 policies, including but not limited to Board Policy and Administrative Regulation 4119.11, if  
35 applicable, or create an objectively offensive working or educational environment for the  
36 Owner's employees or students.

37  
38 B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or  
39 accept any employment, interest or contribution that would reasonably appear to compromise  
40 the A-E's professional judgment, impartiality or professionalism with respect to the Project or the  
41 Owner.

42  
43 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services of  
44 civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and other

1 necessary design professionals as determined by A-E and acceptable to Owner, properly skilled  
2 and licensed in California in the various aspects of the design and construction of the Project. A-  
3 E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior written  
4 consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's sub-  
5 consultants or their agents and employees by execution or performance of this Agreement, and  
6 nothing in this Agreement shall create any contractual relation between Owner and any sub-  
7 consultants, or their agents and employees, employed by A-E. No sub-consultants, agents,  
8 employees or other parties are third party beneficiaries of this Agreement. A-E shall be  
9 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their  
10 agents and employees, and other persons performing any of the work under this Agreement.  
11

12 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any consultant(s)  
13 employed by the Owner in connection with the Project so as to prevent any discrepancies or  
14 inaccuracies in the Construction Documents and any delays in the Project schedule. The A-E  
15 assumes the responsibility of incorporating the work of these consultants into the Construction  
16 Documents.  
17

18 Consultants hired directly by Owner may include, but are not limited to, the following:  
19

- 20 1. Geotechnical Engineer – Not Used
- 21 2. CEQA Consultant – Not Used
- 22 3. Hazardous Material Consultant – Entek Consulting Group, Inc.
- 23 4. Land Surveyor – Not Used  
24

25 E. The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval,  
26 contract/bidding documents, construction administration, testing, and maintenance staff  
27 training.  
28

29 F. A-E shall not, either during or after the term of this Agreement, make public any reports  
30 or articles, or disclose to any third party any information specifically designated as confidential  
31 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants  
32 similar agreements not to disclose such confidential information.  
33

34 G. A-E shall, as part of its Basic Services, identify the regulatory agencies that have  
35 jurisdiction over essential building and design elements and coordinate with and implement the  
36 requirements of the regulatory agencies, including without limitation, the California Department  
37 of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance  
38 Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and  
39 Local Fire Marshal and any regulatory office or agency that has authority for review and  
40 supervision of school district construction projects.  
41

42 H. A-E shall, as part of its Basic Services, provide Services required in obtaining any local  
43 agencies' approval for off-site work related to each Project including review by regulatory

1 agencies having jurisdiction over each Project including but not limited to water districts, Colusa  
2 County, and Utility Companies.

3  
4 I. At its sole cost and expense, A-E shall give all notices and comply with all applicable laws,  
5 codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the  
6 performance of its work, including those relating to safety of its employees and sub-consultants,  
7 hazardous materials, and equal employment opportunities; obtain all permits and licenses  
8 necessary for performance of its work; pay all local, state, and federal taxes associated with its  
9 work; and pay all benefits, insurance, taxes, and contributions for Social Security and  
10 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's  
11 employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or  
12 all of the foregoing obligations have been fulfilled.

13  
14  
15 **ARTICLE 5. INDEPENDENT CONTRACTOR**

16  
17 A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its  
18 sub-consultants shall be deemed to be an employee of Owner.

19  
20  
21 **ARTICLE 6. CONFLICTS OF INTEREST**

22  
23 The A-E affirms that, to the best of its knowledge, there exists no actual or potential  
24 conflict between family, business, or financial interests of the A-E and performance of its Services  
25 under this Agreement. In the event of change in either interests or Services under this  
26 Agreement, the A-E affirms that it will raise with the Owner any question regarding possible  
27 conflict of interest which may arise as a result of such change.

28  
29  
30  
31 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**

32  
33 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its  
34 duties under this Agreement without prior written consent of Owner, which consent may be  
35 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of  
36 assignment and delegation extends to all assignments and delegations that lawfully may be  
37 prohibited by agreement.

38  
39  
40 **ARTICLE 8. EXTRA SERVICES OF THE A-E**

41  
42 A. The following Services, if necessitated by unusual circumstances and through no fault or  
43 neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as  
44 provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned

1 upon prior receipt of formal written authorization from Owner to perform the work as Extra  
2 Services and no claim for any additional compensation or reimbursement shall be valid unless so  
3 authorized.  
4

5 1. Preparation of additional plans or specifications in order to satisfy the  
6 requirements of the applicable public authority, due to changes in policy or law not  
7 reasonably anticipated by A-E and provided that the requirement for these additional  
8 documents occurs after completion of the design development phase.  
9

10 2. If directed by Owner, the employment of special consultants other than those  
11 required in Article 4.C.  
12

13 3. Revisions required as a result of changes in the Owner's previous instructions or  
14 approvals and through no fault of the A-E, after the Construction Documents have been  
15 approved by DSA.  
16

17 4. Providing assistance such as testing, adjusting and balancing in the utilization of  
18 equipment or systems and preparation of operation and maintenance manuals.  
19

20 5. Preparation of drawings and documents to support construction contract change  
21 orders which necessitate additional work by A-E, provided that the change order is not  
22 contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records  
23 of the time spent in preparation of such documents and shall provide monthly statements  
24 of the same to Owner identified as to each specific change order item.  
25

26 6. Preparation of special presentation models, renderings or mock-ups requested by  
27 the Owner and not required under Basic Services.  
28

29 7. Preparing to serve or serving as a witness in connection with any hearing, dispute  
30 resolution proceeding or legal proceeding, other than that necessitated by negligent or  
31 willful acts or omissions of A-E or its sub-consultants.  
32

33 8. Providing services made necessary by the failure of performance, the termination  
34 or default of a contractor; or by major defects or deficiencies in the work of any  
35 contractor.  
36

37 9. Special Meetings with the Site Committee, if applicable and other committees  
38 other than as reasonably required or noted elsewhere in the Agreement.  
39

40 10. Assistance with environmental and EIR studies other than those which would  
41 normally be required to complete the A-E's Basic Services.  
42

43 11. Formal value engineering sessions and detailed life-cycle cost analysis beyond  
44 those normally provided.

1  
2 B. In no event shall A-E be entitled to receive compensation for Extra Services if required as  
3 a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance with  
4 this Agreement.

5  
6 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in Article  
7 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or decrease  
8 the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic Services or both.  
9 The A-E shall be entitled to receive additional compensation when the scope or duration of the A-  
10 E's Basic Services is increased or extended through no fault of the A-E and shall be subject to the  
11 Owner's prior written authorization.

12  
13 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to  
14 additional compensation, shall be made by a written Amendment to this Agreement executed by  
15 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. The  
16 A-E shall proceed to perform the services required by the Amendment only after receiving written  
17 authorization directing the A-E to proceed.

18  
19  
20 **ARTICLE 9. OWNER'S RESPONSIBILITIES**

21  
22 A. Owner shall provide full information as to the programmatic and other requirements of  
23 the Project, including realistic budget limitations and schedule for the Project.

24  
25 B. If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a certified  
26 survey of the site, if required by agencies having jurisdiction, including grades and lines of streets,  
27 pavements, and adjoining properties, rights-of-way, restrictions, easements, boundaries, and  
28 contours of the building site, locations, dimensions and floor elevations of existing buildings,  
29 other improvements, and trees; and information as to available service and utility lines, both  
30 public and private.

31  
32 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, chemical,  
33 mechanical, or other tests required by agencies having jurisdiction over the Project for proper  
34 design and borings or test pits necessary for determining subsoil conditions.

35  
36 D. Owner shall furnish available record drawings of existing structures.

37  
38 E. Owner shall furnish all required inspection and testing services in conjunction with the  
39 Project.

40  
41 F. Owner shall furnish all legal advice and services required for the Project.

42  
43 G. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the  
44 Contract Documents.

1  
2 H. Owner shall periodically update the Construction Budget.  
3

4 I. Owner shall provide hazardous materials consultant services for the Project, which  
5 consultant shall provide hazardous materials specifications to be included by A-E as part of the  
6 project manual. Owner shall have no responsibility for the accuracy and completeness of such  
7 specifications nor have any liability for work done under said specifications.  
8

9 J. The Owner shall designate an officer, employee or other authorized representatives to act  
10 in the Owner's behalf with respect to the Project. The Representative shall have the authority to  
11 approve changes in the scope of the Project and shall be available as often as may be required to  
12 render decisions and to furnish information in a timely manner.  
13

14 K. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent  
15 deficiencies in materials or workmanship.  
16

17 L. Owner will pay for all DSA and other applicable agency review/permitting fees.  
18  
19

20 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS**  
21

22 A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner,  
23 providing the appropriate level of detail for the phase of Project development. The format will  
24 typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown,  
25 unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or  
26 anticipated construction costs and include all work for which bids will be received. It is  
27 understood that the Construction Budget is affected by the labor and material market, as well as  
28 other conditions beyond the control of A-E or Owner.  
29

30 B. A-E shall prepare Estimates at part of each phase submittal and compare the Estimates  
31 with the Construction Budget.  
32

33 C. A-E shall meet with and reconcile all Estimates with Owner's third party cost estimator.  
34

35 D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes  
36 in the available funds, after the time frame in which the Construction Budget was initially  
37 established.  
38

39 **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**  
40

41 A. Professional Services: A-E agrees to perform Professional Services provided by this  
42 Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits  
43 A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with

1 the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the  
2 rates set forth in Exhibit B.

3  
4 B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses  
5 associated with the Professional Services performed are reimbursable to A-E. The descriptive  
6 categories of expenses that may be considered for reimbursement are defined in Exhibit B.  
7 Provided that A-E obtains Owner's prior written approval, costs and expenses will be reimbursed  
8 to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is an express  
9 condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for  
10 any additional compensation or reimbursement shall be valid absent such prior written approval  
11 by Owner.

12  
13 C. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the  
14 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services  
15 (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred  
16 during the billing period must clearly list items for which reimbursement is being requested and  
17 be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's  
18 prior written authorization for invoiced item(s). Invoices requesting payment for Extra Services  
19 must reflect hours being charged and a copy of Owner's prior written authorization. No payments  
20 will be made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra  
21 Services absent the prior written authorization of the Owner. All Owner approved charges  
22 incurred under this Agreement shall be due and payable within thirty (30) days of approval of the  
23 invoice.

24  
25  
26  
27 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

28  
29 A. Payments on account of the agreed compensation in Article 11 shall be:

30  
31 1. Construction Documents Phase

32  
33 a. Construction Documents sufficiently complete to be and actually  
34 submitted for review by DSA - sixty percent (60%) of the total compensation stated  
35 in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to sixty percent  
36 (60%) of total compensation, based upon work completed.

37  
38 b. Completed Construction Documents, fully coordinated and quality-  
39 controlled by A-E and submitted to Owner for peer review—increase fee to sixty-  
40 five percent (65%) of the total compensation stated in Exhibit A.

41  
42 c. Incorporation of review comments from the third-party peer reviewer  
43 (retained under separate contract to Owner) into Construction Documents, and



1 final Construction Document approval by DSA—increase fee to seventy percent  
2 (70%) of the total compensation stated in Exhibit A.

3  
4 2. Construction Phase

5  
6 a. On all or that portion of the Project for which bids have been received and  
7 contracts awarded - increase to seventy-five percent (75%) percent of total  
8 compensation.

9  
10 b. Subsequent billings shall be submitted monthly, in arrears, in proportion  
11 to the percentage of work certified complete by A-E in response to construction  
12 progress payment requests.

13  
14 c. Construction complete and accepted by Owner - increase to ninety percent  
15 (95%) of the total compensation.

16  
17 d. Project documentation, including, without limitation, record documents  
18 forwarded to Owner and the applicable governmental agencies having  
19 jurisdiction—increase to one hundred percent (100%) of the total compensation.  
20 The required documents (independent of Owner requirements) shall be filed  
21 within sixty (60) days of Project acceptance.

22  
23 B. Payments in event of the following circumstances shall be as set forth below:

24  
25 1. Deferred Bids: Delay in the award of the contract shall not affect A-E's  
26 compensation unless Extra Services are required.

27  
28 2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's  
29 compensation shall be paid at the time and in the amount noted.

30  
31 C. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the  
32 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services  
33 (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred  
34 during the billing period must clearly list items for which reimbursement is being requested and  
35 be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's  
36 authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must  
37 reflect hours being charged and a copy of Owner's authorization notice. No payments will be  
38 made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra Services  
39 absent the prior written authorization of the Owner. All charges incurred under this Agreement  
40 shall be due and payable within thirty (30) days of approval of the invoice.

41  
42 D. Owner may withhold, or on account of subsequently discovered evidence nullify, the  
43 whole or a part of any payment to such extent as may be necessary to protect Owner from loss,  
44 including costs and attorneys' fees, on account of: (1) defective or deficient work product not

1 remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or  
2 (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the  
3 design work such that A-E is unlikely to achieve timely completion.  
4

5 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**  
6

7 A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion  
8 or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of  
9 insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment  
10 to persons furnishing labor, equipment, or materials, or fails in any respect to properly and  
11 diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements  
12 herein contained, A-E shall be in default.  
13

14 B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,  
15 Owner may, at its sole option, take possession of any documents, files (including electronic files),  
16 or other materials prepared or used by A-E in connection with the Project and provide or secure  
17 from others, including A-E's sub-consultants, any such work, labor, or materials as may be  
18 necessary to overcome the default and deduct the cost thereof from any money then due or  
19 thereafter to become due to A-E under this Agreement.  
20

21 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default,  
22 Owner shall have the right to immediate possession of all plans, specifications, and other work  
23 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the  
24 offices of a sub-consultant, and may employ any other person or persons to finish the design  
25 work and provide the materials therefore. In case of such default termination, A-E shall not be  
26 entitled to receive any further payment under this Agreement until the Project is completely  
27 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement  
28 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by  
29 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly  
30 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses  
31 referred to in the last sentence shall include expenses incurred by Owner in causing the Services  
32 called for under this Agreement to be provided by others, for attorneys' fees, and for any  
33 damages sustained by Owner by reason of A-E's default or defective work, plus ten percent (10%)  
34 on any and all such expenses as allowed by law.  
35

36 D. Owner Default: A-E may terminate this Agreement for cause upon seven (7) days' written  
37 notice to Owner for any of the following reasons: (1) Owner fails to timely pay undisputed sums  
38 due to A-E; (2) Owner assigns this Agreement or transfers ownership of the Project prior to  
39 completion of A-E's Services under this Agreement if the assignment or transfer is made without  
40 the prior written consent of A-E; or (3) Owner suspends the Project or A-E's Services for more  
41 than 180 consecutive days. Owner shall have the right to cure the stated ground for termination  
42 within the seven (7) day notice period, or such longer period that is reasonably required to cure  
43 the default, and, in the event of cure, A-E's notice shall become null and of no further force or  
44 effect.

1  
2 E. Termination for Convenience. In addition to the foregoing right to terminate for default,  
3 Owner reserves the absolute right to terminate this Agreement without cause, for any reason  
4 whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a termination  
5 without cause, Owner shall have the right to immediate possession of all plans, specifications,  
6 and other work in progress prepared by A-E, whether located at the Project, at A-E's place of  
7 business, or at the offices of a sub-consultant, and may employ any other person or persons to  
8 finish the design work and provide the materials therefore. Also, in the event of such a  
9 termination without cause, A-E shall be entitled to payment in an amount not to exceed the  
10 contract price which shall be calculated as follows: (1) Payment for any phase of the work then  
11 satisfactorily completed and accepted by Owner, according to the percentages set forth in Article  
12 12; plus (2) approved reimbursable costs actually incurred by A-E in connection with performance  
13 according to Article 11; plus (3) a portion of the percentage applicable to the phase which is in  
14 progress, which bears the same ratio to the total amount to be earned for that phase as the work  
15 then completed in that phase bears to the total work to be accomplished in that phase; plus (4)  
16 reasonable termination expenses, which shall not exceed 3% of the Basic Services amount earned  
17 to date of termination, without costs, or the remaining base Contract amount, whichever is less.  
18 There shall be deducted from such sums as provided in this section the amount of any payment  
19 made to A-E prior to the date of termination of this Agreement. A-E shall not be entitled to any  
20 claim or lien against Owner or the Project for any additional compensation or damages in the  
21 event of such termination and payment. In addition, Owner's right to withhold funds under  
22 Article 12.C shall be applicable in the event of a termination for convenience.  
23

24 F. If this Agreement is terminated by Owner for default and it is later determined that the  
25 default termination was wrongful, such termination automatically shall be converted to and  
26 treated as a termination for convenience under this Article and A-E shall be entitled to receive  
27 only the amounts payable hereunder in the event of a termination for convenience.  
28

29 G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination of  
30 this Agreement shall excuse or otherwise relieve A-E of its responsibilities under this Agreement,  
31 including, without limitation, the standard of care for its work and Services, with respect to any  
32 work or Services performed prior to the date of termination. All of A-E's responsibilities under  
33 this Agreement with respect to work or Services performed prior to the date of termination shall  
34 survive any termination.  
35

#### 36 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**

37

38 A. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's Services.  
39 This schedule includes reasonable allowances for review and approval times required of Owner,  
40 performance of services by Owner's consultants, and review and approval times required by  
41 authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the  
42 Project progresses, allowing for changes in scope, character, or size of the Project as requested  
43 by Owner, or for delays or other causes beyond the A-E's reasonable control.  
44

1 B. A-E shall respond to the following specific items within the time frames indicated below:

- 2  
3 1. Requests for Information: 2 days  
4 2. Change order requests: 5 days  
5 3. Submittals: 7 days, or as agreed upon in writing by Owner  
6

7 C. In the event A-E fails to perform its obligations under this Agreement within the times  
8 specified in the approved schedule for its work and thereby delays the Project, Owner may  
9 withhold monthly progress payments until all work within the particular phase at issue is  
10 completed or the schedule for A-E's work has been recovered. This remedy shall be in addition  
11 to, and not in derogation of, Owner's other rights and remedies relating to A-E's default, whether  
12 under this Agreement or applicable law.  
13

14  
15 **ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER**  
16

17 A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses pertaining  
18 to any Services on this Project shall be kept on a generally recognized accounting basis and shall  
19 be available to Owner or its authorized representative, upon reasonable notice, during normal  
20 business hours.  
21

22 B. Owner or the Owner's authorized representative shall have access to any plans,  
23 specifications, books, documents, accounting records, papers, Project correspondence, Project  
24 files and other records of A-E or its sub-consultants directly or indirectly related to the Project  
25 upon reasonable notice, during normal business hours. Such access shall include the right to  
26 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's  
27 expense.  
28

29  
30 **ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**  
31

32 A-E shall procure and maintain insurance on all of its operations during the progress of its  
33 work on the Project, with reliable insurance companies approved by the State of California  
34 Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms  
35 acceptable to Owner, for the following minimum insurance coverage's:  
36

37 A. Workers' Compensation insurance and occupational disease insurance, as required by  
38 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all  
39 workplaces involved in this Agreement.  
40

41 B. Commercial general liability insurance, with limits of not less than as indicated in either  
42 (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each  
43 occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2)

1 single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each  
2 occurrence and \$1,000,000 aggregate.  
3

4 1. The insurance shall cover all operations of A-E, including but not limited to the  
5 following: (1) broad form property damage liability; (2) personal injury liability  
6 endorsement; and (3) automobile bodily injury and property damage insurance, including  
7 all owned, if any, hired and non-owned equipment.  
8

9 2. All general liability policies shall name Owner and Program Manager(s) as an  
10 additional insured and shall provide that such policy is primary insurance.  
11

12 C. A-E shall also provide Professional Liability Insurance for the Project, written on a "Claims  
13 Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000  
14 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose acts A-E may be  
15 liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions  
16 of any of the foregoing in connection with the carrying out of their professional responsibilities  
17 for the Project. A-E shall provide Owner proof of professional liability insurance coverage for two  
18 years following final completion of the Project. All such professional liability policies shall include  
19 an endorsement or other provision covering the indemnification provisions of Article 22.  
20

21 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as  
22 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of  
23 this Agreement. The certificates shall provide that there will be no cancellation, suspension,  
24 voiding or change of coverage without thirty (30) days' prior written notice to Owner.  
25

26 E. There shall be no reduction or modification of coverage of insurance required by this  
27 Agreement without the written consent of Owner.  
28  
29

### 30 **ARTICLE 17. REPRODUCTION OF DOCUMENTS**

31

32 A. A-E shall provide, at no additional expense to Owner, copies of complete and quality-  
33 controlled drawings and specifications for the review and approval of Owner upon DSA submittal  
34 for constructability review. Owner's requirement is one (1) reproducible master for each item;  
35 state agency requirements are to be determined and provided by A-E, including any electronic  
36 media in a format acceptable to the agencies, at no additional expense to the Owner.  
37

38 B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD  
39 (most current version) compatible format for drawings, and one (1) copy in the most current  
40 version of Microsoft Word for the project manual of the final approved Contract Documents for  
41 bidding and construction purposes.  
42  
43

### 44 **ARTICLE 18. RECORD DOCUMENTS**

1  
2 A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E  
3 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set  
4 of marked specifications showing materials and methods of construction as actually  
5 accomplished. These shall be prepared by revision of the original drawings from field work  
6 drawings to show changes incorporated in the work, based upon Contractor's representation of  
7 actual construction. Owner shall furnish A-E one (1) set of field working drawings and  
8 specifications noting changes, and direct A-E as to level of detail and completeness desired in  
9 record drawings. Since cost of this item will not be able to be determined until construction is  
10 complete, A-E shall be compensated per an allowance in Exhibit A for this work.

11  
12 B. The A-E may insert the following notice on all record drawings; "These record drawings  
13 (or corrected specifications) have been prepared based on information submitted, in part, by  
14 others. The Architect has provided a review consistent with its legal standard of care."

15  
16 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible  
17 master and One (1) electronic master (in AutoCAD's most current version) compatible format for  
18 drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version for  
19 project manual.

20  
21  
22 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**

23  
24 A. All plans for the Project, including, but not limited to, record documents, specifications,  
25 and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the  
26 purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they  
27 relate to the Project. Notwithstanding same, Owner may use the plans, record documents,  
28 specifications, or Estimates related to the Project for the purposes of additions, alignments, or  
29 other development on the site.

30  
31 B. Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared  
32 by the A-E within the CUSD or if the Owner proposes to employ any other person or persons to  
33 finish the design work and provide the materials therefore because of a Termination for  
34 Convenience as set out in Article 13, the terms and the conditions for the use or reuse shall be  
35 set forth in an Amendment to this Agreement or other subsequent writing executed by Owner  
36 and A-E. However, under any circumstances, in the event of any use, reuse or modification of the  
37 A-E's drawings, specifications or other documents by any person, firm or legal entity, the names  
38 and seals of the A-E and the A-E's Consultants, if any, shall first be removed from the A-E's  
39 drawings, specifications or other documents. The Owner further agrees to indemnify, defend and  
40 hold A-E harmless from any and all claims, liabilities, suits, demands, losses, costs, expenses  
41 including, but not limited to, reasonable attorney's fees accruing to or resulting from any and all  
42 persons, firms or any other legal entity, on account of any damage or loss to property or persons,  
43 including, but not limited to, death arising out of such use, reuse or modifications of the A-E's  
44 drawings, specifications or other documents, provided that such injury, damage, loss, and/or

1 death was not a result of negligent design errors, design deficiencies, or omissions contained in  
2 the original documents. Notwithstanding anything in this Agreement to the contrary, in the  
3 event of a termination of A-E for default under Article 13, there shall be no limitation on the  
4 Owner's right to use any of the plans, specifications or other documents prepared by A-E.  
5

6 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate,  
7 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other  
8 party without the prior written authorization of A-E. However, in addition to the rights to use  
9 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize  
10 Contractor or any construction subcontractor, equipment supplier or material supplier to use and  
11 reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to  
12 and for use in their work for this Project.  
13

14 D. In the event Owner ever desires to construct all or part of another wholly unrelated  
15 project which would be essentially identical in design to the Project that is the subject of this  
16 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract Documents,  
17 subject to payment to A-E of a fair and reasonable re-use fee.  
18

19 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without  
20 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants against  
21 any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from  
22 the unauthorized re-use or modification of the documents, provided that such injury, damage,  
23 loss, and/or death was not a result of negligent design errors, design deficiencies, or omissions  
24 contained in the original documents. Submission or distribution of the documents to meet official  
25 regulatory requirements or for similar purposes does not constitute an unauthorized re-use of  
26 the documents.  
27

## 28 **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION**

29  
30  
31 A. A-E shall give written notice of any claims arising out of or relating to this Agreement  
32 within Ten (10) calendar days of the event(s) giving rise to the claim. Said written notice shall  
33 specify the nature, amount and basis of the claim and shall be certified under penalty of perjury  
34 and in compliance with the California False Claims Act, as set forth below. Failure to include these  
35 required certifications shall constitute grounds for rejection of the claim. Failure to provide  
36 notice of the claim within the time limit set forth herein shall constitute grounds for rejection of  
37 the claim.  
38

39 B. Direct negotiation will be the initial process utilized by the parties after issuance of  
40 written notice of any claim arising out of or relating to this Agreement as specified immediately  
41 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt  
42 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation  
43 representatives of the parties shall be the Owner's designated representative and the A-E's  
44 designated representative. Any requested Direct Negotiation will take place at the Project or at

1 a mutually agreeable location specified by the parties' designated representatives, and the direct  
2 negotiations shall take place as soon as reasonably practical after the request for direct  
3 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or  
4 other matter arising out of the Agreement. Each party shall document the results of the direct  
5 negotiations and these documents shall be exchanged between the parties.  
6

7 C. Mediation. The parties agree that all claims, disputes or controversies between the  
8 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct  
9 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation  
10 before a mediator mutually agreed upon by the parties. In the event the parties are unable to  
11 agree upon the identity of the mediator within Fifteen (15) days from the date either party  
12 submits a written request to mediate a claim, dispute or controversy, the mediator shall be  
13 selected and the mediation administered under the Construction Mediation Rules of the  
14 American Arbitration Association. The costs and fees of the mediator shall be paid equally by the  
15 parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect  
16 to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or  
17 litigation until the Project is complete.  
18

19 D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,  
20 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial  
21 proceeding shall be held in Colusa County.  
22

23 E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,  
24 arbitration or litigation shall be initiated prior to the completion of the Project or termination of  
25 this Agreement, whichever is earlier.  
26

27 F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions  
28 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E  
29 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with the  
30 Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation  
31 by A-E to Owner that submission of the claim does not in any respect violate the False Claims Act.  
32 Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty  
33 of perjury the validity and accuracy of any claim submitted to Owner, as provided below.  
34 Compliance with this claim certification requirement shall be a condition precedent to any  
35 obligation Owner might otherwise have to review the claim, and failure to provide such  
36 certification shall constitute a waiver of the claim. The claim certification required by this  
37 paragraph shall provide as follows:  
38  
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40

41 CLAIM CERTIFICATION

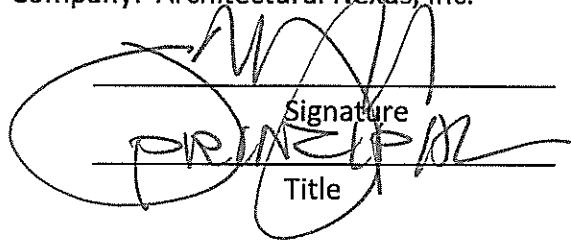
42  
43 Under penalty of perjury, and with specific reference to the California False Claims Act,  
44 Government Code Section 12650, et seq., I certify that submission of the attached claim is made



1 in good faith; that the supporting data prepared by the undersigned company, or its - is accurate  
2 and complete to the best of my knowledge and belief; that submission of the claim to Owner  
3 does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf  
4 of claimant.

5  
6 Dated: 06/15/15

Company: Architectural Nexus, Inc.

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**ARTICLE 21. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement shall be binding upon Owner and its successors, and assigns, and upon A-E, its partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due hereunder, may be assigned by A-E without the consent and approval of Owner, which consent and approval can be withheld for any reason, or no reason, in Owner's absolute discretion.

**ARTICLE 22. INDEMNITY**

A. A-E shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively "Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above are contributed to or caused by the negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to provide a defense but shall include paying Owner for all defense costs incurred by Owner for the claims described herein to the extent that A-E committed professional negligence (errors and omissions) in the performance of its duties under this Agreement. However, A-E shall not be obligated under this Agreement to indemnify Owner to the extent that the damage is caused by the negligence or willful misconduct of Owner or its agent or servants other than A-E.

B. A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action, or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights which may be made against Owner by reason of A-E's use, in connection with or as a part of the Project, of anything which is now or may hereafter be covered by patent, copyright, trademark, or other intellectual property rights, and also against all expenses, including

1 attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any  
2 such claim, suit, or action.

3  
4 C. Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees  
5 and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss,  
6 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or  
7 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the  
8 performance of its obligations under this Agreement. Owner's duty to defend shall not include  
9 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E  
10 for the claims described herein to the extent that Owner caused the injury and resulting damages  
11 as a direct result of its intentional acts or willful misconduct. Owner shall not be obligated under  
12 this Agreement to defend or indemnify A-E to the extent that the damage is caused by the  
13 negligence or willful misconduct of A-E or its agents or servants.

14  
15 D. A-E and Owner each agree to promptly serve notice on the other party of any claims  
16 arising hereunder, and shall cooperate in the defense of any such claims.

17  
18 E. The acceptance by Owner or its representatives of any certificate of insurance providing  
19 for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this  
20 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or  
21 remedy otherwise available by law.

22  
23  
24 **ARTICLE 23. ADDITIONAL PROVISIONS**

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26 Severability: In the event that any term or provision of this Agreement is held to be illegal,  
27 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or  
28 provision shall be deemed severed from this Agreement and the remaining terms and provisions  
29 shall continue in full force and effect.

30  
31  
32 **ARTICLE 24. FINGERPRINTING**

33  
34 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The  
35 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section  
36 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E or  
37 its employees. Once such determination is made, the administrator shall verify his/her  
38 determination on the signature page of this Agreement. If the Administrator concludes  
39 fingerprinting is required, the following shall apply:

- 40  
41 1. The A-E shall, prior to commencement of work pursuant to this Agreement,  
42 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be  
43 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised  
44 access to occupied school campuses where children will be present. This provision

1 extends to all consultants hired by A-E that will have unsupervised access to occupied  
2 school campuses. Upon verification from DOJ that those persons fingerprinted have no  
3 record of a serious or violent felony as defined in Section 45122.1 of the California  
4 Education Code, A-E will so certify by signing and submitting the A-E Certification included  
5 herein as Exhibit E. In addition, A-E shall submit the names of those persons who have  
6 received clearance and are authorized to have unsupervised access to school campuses  
7 on a form as indicated in Exhibit E. A-E must contact the Owner regarding appropriate  
8 access for those persons not cleared by DOJ for reasons other than a violent or serious  
9 felony. In such case, A-E shall make arrangements with Owner for appropriate access.  
10 No person with a violent or serious felony as reported by DOJ may have access to the  
11 school campuses or provide any Services under this Agreement.

12  
13 2. Failure to comply with this provision shall constitute grounds for termination of  
14 this Agreement.  
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19 **ARTICLE 25. ENTIRE AGREEMENT**  
20

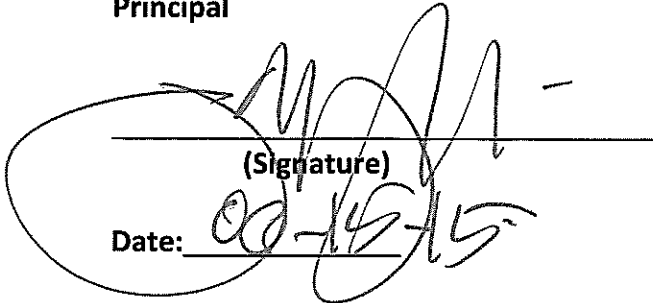
21 A. Neither amendments to nor modifications of this Agreement shall be effective unless  
22 signed by officials of A-E and Owner having authority equal to or greater than that of the officials  
23 signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants  
24 contained herein.  
25  
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28

**Architectural Nexus, Inc.**

**Colusa Unified School District**

By: Joseph Yee, AIA  
Principal

By: Mr. Dwayne Newman  
Superintendent

  
\_\_\_\_\_  
(Signature)  
Date: 06-15-15

\_\_\_\_\_  
(Signature)  
Date: \_\_\_\_\_

1990 Third Street  
Suite 500  
Sacramento, CA 95811

745 Tenth Street  
Colusa, CA 95932

Tax ID # «AE\_Tax\_ID»

1  
2 **Board Approval Date: June 16, 2015**

3  
4 **Department of Justice (DOJ) Fingerprinting: Required**

**EXHIBIT A**  
**CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES**  
**AGREEMENT**  
**BETWEEN**  
**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**  
**FOR**  
**NEW FIRE ALARM SYSTEMS**  
**AT**  
**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**  
**ARCHITECTURAL-ENGINEERING SERVICES**

**Construction Budget:**

Burchfield Primary School	\$173,000
Egling Middle School	\$231,000
<u>Colusa High School</u>	<u>\$352,000</u>
<b>Total</b>	<b>\$756,000</b>

## **Project Schedule:**

### **Project Schedule:**

A-E shall complete the Basic and Professional Services described in Article 3, within timeframes established in Article 12 and as follows:

### **Notice to Proceed: June 17, 2015**

#### **Construction Document Phase: 7/1/15 – 8/25/15**

- 50% Construction Document submittal – 7/1/15 – 7/15/15
- 50% Construction Document Review Meeting – 7/22/15
- 100% Construction Document submittal – 7/22/15 – 8/12/15
- 100% Construction Document, Constructability Review Meeting – 8/19/15

#### **Projected Agency Approval Phase: 8/26/15 – 11/24/15**

- DSA Submittal – 8/26/15
- Receive DSA review comments\* - 10/21/15
- DSA Back Check Comment Response – 10/21/15 – 11/4/15
- DSA Back Check Meetings\* – 11/4/15 – 11/9/15
- DSA Approval\* – 11/24/15
- Receive DSA approved plans and approval letter\* - 11/24/15

#### **Bid and Award Phase: 11/25/15 – 1/5/16**

- Project out-to-bid – 11/25/15
- Bids Due – 1/5/16
- Board Meeting to Approve Construction Contract -1/19/16

#### **Construction Phase: 1/21/16 – 4/13/16**

- Contractor Notice to Proceed – 1/20/16
- Pre-construction submittals – 1/21/15 – 1/22/15
- Mobilization – 1/21/16 – 1/22/15
- Start of Construction – 1/25/16
- Substantial Completion / Owner Occupancy – 4/15/16
- Final Completion – 4/15/16

#### **Project Close Out: 4/18/16 – 7/8/16**

- Construction Contract Closeout Submittals Due – 4/22/16
- Construction Contract Closeout Submittals Review Complete – 4/29/16
- Submit required documents from AE to DSA – 5/2/16
- DSA Project Certification\* - 7/8/16

*\* Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*

**A-E Fees:**

- A. The Total Fee is not-to-exceed One Hundred eight Thousand and NO/100 Dollars (\$108,000.00). Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article 3 and Reimbursable Expense Allowance as described in Article 12 and Exhibit B.
- B. The Total Fixed Fee not-to- exceed One Hundred Five Thousand and NO/100 Dollars (\$105,000.00). Following is the allocation of the Total Fixed Fee as described in Article 12:
1. Compensation for Basic Services: The Owner shall compensate A-E for performing the, as follows:

**BURCHFIELD PRIMARY SCHOOL**

Fee per Phase

- Construction Documents Phase	\$11,500.00	
- DSA Review, Approval	\$ 1,500.00	
- Bid, GMP/TBR	\$ 1,000.00	
- Construction Closeout	\$ 6,000.00	
Total Fee		\$30,000.00

**EGLING MIDDLE SCHOOL**

Fee per Phase

- Construction Documents Phase	\$25,000.00	
- DSA Review, Approval	\$ 1,500.00	
- Bid, GMP/TBR	\$ 1,000.00	
- Construction Closeout	\$ 7,500.00	
Total Fee		\$35,000.00

**COLUSA HIGH SCHOOL**

Fee per Phase

- Construction Documents Phase	\$27,000.00	
- DSA Review, Approval	\$ 2,000.00	
- Bid, GMP/TBR	\$ 1,000.00	
- Construction Closeout	\$10,000.00	
Total Fee		\$40,000.00

**TOTAL FEE – THREE CAMPUSES** **\$105,000.00**

- C. The Total Reimbursable Allowance not-to-exceed Three Thousand and NO/100 Dollars (\$3,000.00).
  - 1. Reimbursable Allowances - Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to Owner's approval as stated in Article 9.C. The A-E will not exceed these allowances without prior written authorization.
    - a. Record Drawing Drafting Allowance (Included in Fixed Fee) \$5,250
    - b. Reimbursable Expense Allowance \$3,000
  
- D. The total cost to the Owner for the Services described in this Agreement shall not exceed the above amount without the written agreement of the Owner.



**EXHIBIT B**  
**REIMBURSABLE EXPENSES AND HOURLY FEES**  
**AGREEMENT**  
**BETWEEN**  
**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**  
**FOR**  
**NEW FIRE ALARM SYSTEMS**  
**AT**  
**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**  
**ARCHITECTURAL-ENGINEERING SERVICES**

ALLOWABLE REIMBURSABLE EXPENSES:

A. The following are descriptive categories of work that may be considered for reimbursable costs provided Owner issues its written authorization before the costs are incurred:

1. Expenses of outside technical assistance deemed necessary and not included in Basic Services.
2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
3. Additional insurance coverage above those coverage's identified in Article 16.
4. Photo finishing other than documentation of existing conditions for the development of background drawings.
5. Owner-requested printing, plotting, telecopying, facsimile duplication expenses not covered under Basic Services.
6. Owner-requested special delivery, messenger or overnight carrier expenses.

B. Reimbursement shall be at cost for all reimbursable expenses. Those items requiring coordination by A-E can be billed to the Owner at one hundred three percent (103%) of the direct billing.

HOURLY FEES FOR EXTRA SERVICES:

A-E shall receive additional compensation for Extra Services as described in Articles 8 and 3 pursuant to the provisions set forth in Articles 8 and 11.

<u>Position/Name of Individual</u>	<u>Hourly Rate Cost/Hour from A-E</u>
Principal Architect/Designer	\$160.00
Project Architect	\$135.00
Sr. Interior Designer II	\$135.00
Staff Architect	\$120.00
Architect	\$ 95.00
Job Captain	\$ 90.00
Interior Designer	\$ 85.00
Intern Architect	\$ 80.00
Technical Drafter	\$ 70.00
Admin Asst.	\$ 70.00
Clerical	\$ 45.00

**EXHIBIT C**  
**A-E'S SUBCONSULTANTS**  
**AGREEMENT**  
**BETWEEN**  
**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**  
**FOR**  
**NEW FIRE ALARM SYSTEMS**  
**AT**  
**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**  
**ARCHITECTURAL-ENGINEERING SERVICES**

In accordance with Article 4, A-E shall submit a list of consultants performing any Services under this Agreement. A-E's sub-consultants shall not be changed without Owner's prior written authorization.

The Engineering Enterprise

**EXHIBIT D**

**SCOPE OF SERVICES AND DELIVERABLES**

**AGREEMENT**

**BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**

**FOR**

**NEW FIRE ALARM SYSTEMS**

**AT**

**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**

**ARCHITECTURAL-ENGINEERING SERVICES**

Per Article 4, A-E is required to coordinate its work with consultants hired by the Owner.

**Description of Project:**

New Fire Alarm Systems at Burchfield Primary School, Egling Middle School and Colusa High School.

**Construction Documents Phase**

1. Perform detailed field survey, assessment and evaluation of school site, buildings, and surrounding neighborhood to verify and establish basis for existing conditions.
2. Verify if existing concealed conditions need to be further exposed for validation and coordination.
3. Review existing record drawings, project archives, site surveys, seismic data, geotechnical and other test reports, and other related documents available through the CUSD.
4. Provide a project schedule for coordination and facilitation of meetings with CUSD staff.
5. Attend meetings with CUSD stakeholders, consultants and community members, and provide meeting materials, such as boards and PowerPoint presentations, as needed.
6. Develop solutions for architectural, mechanical, electrical, plumbing, civil, landscape, and equipment in order to establish building form, wall locations, furniture and equipment layout, types and qualities of finishes and materials leading to a recommended solution.
7. Provide detailed narratives, outline specifications, and conceptual plans defining the building's structural, mechanical, plumbing, and electrical systems, and civil and landscape design with sufficient detail to provide a complete understanding of the building's design and infrastructure.
8. Provide for considerations of alternative materials and CHPS requirements.

9. Establish, define and verify of connection points.
10. Obtain preliminary review and approvals with DSA and other agencies.
11. Verify if existing concealed conditions need to be further exposed for validation and coordination.
12. Provide estimates for construction cost.
13. Update overall project schedule for completion of the project through construction and closeout phase.
14. Attend meetings with CUSD stakeholders, consultants and community members, and provide meeting materials, such as boards and PowerPoint presentations, as needed.
15. Documents shall conform to CUSD's Facility Design Standards.
16. Update construction cost estimate.
17. Prepare Construction Documents and specifications submittals setting forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements and the requirements of the Division of the State Architect (DSA).
18. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.
19. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
20. At 50% and 100% Construction Document completion, submit documents for constructability review, incorporate mutually agreed-to revisions and comments into the documents, and submit to District for review and approval.
21. Update construction cost estimate.
22. Prepare and file all documents with DSA or any other applicable governmental agencies.
23. Meet with CUSD, site staff and governing agencies, as required.

### **Contract Award Phase**

24. Assist CUSD in preparing, reviewing and finalizing the bid documents.
25. Assist CUSD in the bidding process, including answering bidder's questions regarding interpretation of the drawings and specifications, attending pre-bid meeting and preparing addenda (if required).
26. Assist the CUSD in the evaluation of bids.

### **Construction Phase**

27. Provide general administration of the Construction Documents for the entire duration of construction.
28. Conduct weekly site visit to keep informed about the progress, quality of the portion of work completed, and its compliance with the Contract Documents.
29. Attend weekly on-site construction meeting.
30. Review Contractor applications for payment and certify amounts for payment.
31. Review Requests for Information (RFI's) and prepare responses.
32. Gather information and process forms required to obtain approval from applicable governing authorities and ensure proper Project Close-Out.
33. Provide technical direction to a full-time Project Inspector, including monthly verification that as-built documents are being updated.
34. Review submittals, shop drawings, product data, samples, schedules, and lab reports for conformance with the Construction Documents.

35. Prepare change orders for approval by CUSD and DSA.
36. Make punch-list observation and issue certificate of completion and final certificate for payment.
37. Advise the CUSD of any known or observed deficiencies in construction prior to the expiration of the warranty period.
38. Make recommendations to CUSD on claims relating to the execution and progress of the work and all related matters and questions.
39. Review as-built documents from the Contractor and revise record drawings and specifications to include all material changes made necessary by change orders, RFI's, and clarifications.
40. Assist CUSD with coordination, reviews, and responses on commissioning related items.

**Project Close-Out Phase**

41. Assist CUSD with project Close-Out activities including the collection, compilation and facilitation of all required reports and forms necessary for DSA and other agency certification, as required.

**EXHIBIT E**

**A-E DOJ CERTIFICATION**

**AGREEMENT**

**BETWEEN**

**COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.**

**FOR**

**NEW FIRE ALARM SYSTEMS**

**AT**

**BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL**

**ARCHITECTURAL-ENGINEERING SERVICES**

I, JOSEPH V. [Signature] on behalf of Architectural Nexus, Inc., certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Colusa Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125., attached hereto is a list of names of the employees or agents of A-E who will be providing services to Colusa Unified School District and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Colusa Unified School District of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

[Signature]

Executed on «Date\_of\_DOJ\_Certification», in \_\_\_\_\_, California.

(Seal of business)

By: [Signature]  
Name  
Date 06-15-15

EXHIBIT E (continued)

A-E DOJ CERTIFICATION  
List of Employees Authorized  
To Come On To the School Campus

AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

FOR

NEW FIRE ALARM SYSTEMS

AT

BURCHFIELD PRIMARY SCHOOL, EGLING MIDDLE SCHOOL AND COLUSA HIGH SCHOOL

ARCHITECTURAL-ENGINEERING SERVICES

Name:	At the Colusa Unified School District (list campus if applicable)
ARCHITECTURAL NEXUS	
- JOSEPH YONG	
- MIKE RATH	
THE ENGINEERING ENTERPRISES	
- DONALD LONG	