



# San Juan Unified School District

## *Facilities Business Department*

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Kent Kern, Superintendent of Schools

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07/25/2019

### **Addendum #1**

### **RFQ #20-101**

### **Architectural/Engineering Services Pool**

This Addendum modifies the original RFP documents as noted below. The attached documents supersede or augment the original information provided in the RFP where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

**Question:** My question was in regards to the Architectural RFQ (Bid 20-101), specifically the Master Contract Agreement document. We noticed that there were page numbers missing. After page 19 of 27, it goes back to page 1 of 27. Is there a certain reason that it's that way? We just want to make sure that we aren't missing any pages.

**Response:** *There are no missing pages in the Master Agreement - Criteria Documents for DB. It is only a numbering error in the footer. Replace the Agreement in its entirety with the corrected one attached.*

End of Addendum

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# **MASTER CONTRACT AGREEMENT**

**Between**

**San Juan Unified School District**

**And**

**[Architect]**

**For**

**Criteria Documents for Multiple Design-Build Projects**

**Architectural/Engineering Services**

## **DOCUMENTS BOUND HEREWITH**

### **Agreement Form**

- Exhibit A: Service Order Form**
- Exhibit B: Proposal [From SOQ]**
- Exhibit C: Architect/Engineer Certification**
- Exhibit D: List of Employees Authorized to Come on to School Campuses**
- Exhibit E: Project Management Internet Communication Requirements**

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## San Juan Unified School District

### Master Agreement for Criteria Architectural/Engineering Services

This agreement is contingent upon San Juan Unified School District Board approval and will not be valid unless and until approved.

THIS AGREEMENT, made in one copy on \_\_\_\_\_, by and between San Juan Unified School District (“Owner”), and \_\_\_\_\_ (“Architect/Engineer” or “A/E”), duly-licensed by the laws of the State of California to practice architecture or engineering in the State of California.

Owner intends to enter into multiple “design-build” contracts under Education Code sections 17250.10 *et seq.*, the scope of which projects the District has not yet defined. Owner desires to retain A/E to provide Performance Criteria and solicitation phase services in connection with one or more design-build projects. Additionally, Owner may request Project Administration Phase services from A/E.

#### **ARTICLE 1. DEFINITIONS**

**ARCHITECT/ENGINEER (A/E):** The organization or individual providing those professional design services associated with construction, alteration or repair of real property.

**BASIC SERVICES:** Those services as defined below in Article 3 and on the attached Exhibit B.

**DESIGN AND CONSTRUCTION BUDGET:** The total available funding for work to be solicited from Design-Builders, excluding change orders.

**DESIGN-BUILDER:** The entity (whether natural person, partnership, joint venture, corporation, business association or other legal entity) that enters into a contract with the City to design and construct the Project, as defined below.

**OWNER:** The San Juan Unified School District.

**OWNER’S CONSTRUCTION MANAGER (CM):** The agent appointed by Owner as Owner’s representative(s) to provide overall project management and to manage the design and construction phases of the Project. For purposes of this Agreement, the CM shall be considered to possess the same rights as Owner, except that the terms of this Agreement shall not be modified without the approval of Owner.

**PERFORMANCE CRITERIA:** The requirements for the Project, including as appropriate, capacity, durability, production standards, ingress and egress requirements, adjacency and high-level diagrams of each space or other criteria for the intended use of the Project, expressed in conceptual documents, performance-oriented preliminary

drawings, outline specifications and other documents provided to Design-Builder by the Owner, establishing the Project's basic elements and scale and their relationship to the site.

**PROJECT:** A design-build project to be defined further in a Service Order issued under this Master Agreement.

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

**SERVICE ORDER:** A written order issued by the Owner under this Master Agreement identifying a specific Project and Project Budget for which A/E is being retained to provide Basic Services and specified additional services in connection with the Project. The Service Order form is attached as Exhibit A.

## **ARTICLE 2. BUDGETS**

A. A/E's Basic Services shall be performed so as to provide sufficient information for the Design-Builder to design and construct the Project in a manner that it can be designed and constructed for a cost within the Design and Construction Budget.

B. A/E shall follow the District Design Standards, Master Specifications, Education Specifications and other District programmatic requirements with respect to its Basic Services.

## **ARTICLE 3. BASIC SERVICES OF A/E**

Time is of the essence in this Agreement. A/E shall perform its Basic Services in accordance with the schedule set forth in the Service Order. The time performing services under the Service Order may be extended only in writing and by mutual consent of the parties.

Upon execution of this Agreement, A/E shall perform all work necessary for the development of generally-applicable Performance Criteria applicable to all District design-build Projects, subject to Project-specific modifications, all in accordance with A/E's Proposal attached as hereto Exhibit B, this Agreement, Owner's Design Standards, Master Specifications and Education Specifications, and applicable laws and regulations. The Performance Criteria documents shall include those items listed in Sections 2.0 - 2.7, including all subsections thereof, of Exhibit B.

A/E's Basic Services shall include all work necessary to modify the established Performance Criteria for a Project (if appropriate), review of Design-Builder's design and

construction documents, construction administration and field observation of actual construction of the Project for conformance with the Performance Criteria, reporting and attendance at meetings as requested, all in accordance with A/E's Proposal attached as hereto Exhibit B, this Agreement, the Service Order, Owner's Design Standards, Master Specifications and Education Specifications and applicable laws and regulations. If any conflict exists between this Agreement and Exhibit B, the provision reflecting the broader scope of Basic Services shall control. A/E's Basic Services include the following:

A. Performance Criteria Phase

1. A/E shall review site surveys, existing record documents, seismic data, mechanical, geotechnical and other test reports, environmental documents and any other tests or reports furnished to A/E pursuant to Article 9 of this Agreement. After examining the site, A/E shall advise Owner as to whether such data is sufficient for purposes of modifying the Performance Criteria or whether additional data is needed. If additional data is needed, A/E shall recommend and specify the manner in which the necessary information/data shall be provided and needed services be obtained.

2. A/E shall prepare Project-specific Performance Criteria documents based on the general Performance Criteria documents, the program approved by Owner, Owner's Design Standards, Master Specifications, Education Specifications, schedule and Design and Construction Budget for the Project.

B. Solicitation and Award Phase

1. A/E shall assist Owner during solicitation and award phase for selection of the Design-Builder, as follows:

- a) Attendance at and participation in pre-proposal meetings;
- b) Responding to technical questions from proposers in a timely manner, so as not to delay proposals;
- c) Preparation of addenda, as requested by Owner;
- d) Evaluate proposals, as requested by Owner; and
- e) Participate in interviews of proposers as requested by Owner.

C. Project Administration Phase

If requested by Owner, Project Administration Phase services will be confirmed in the Service Order and may include some or all of the following:

1. A/E shall assist Owner in its review and approval of all design-build documents developed by Design-Builder, including schematic design, design

development and construction documents for conformity with the final Performance Criteria, subject to changes approved in writing by Owner.

2. In providing Project administration services, A/E shall employ individuals on the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee of A/E performing work at the Project, it shall notify A/E, which shall promptly cause the individual to be removed from the Project.

3. A/E shall consult with Owner and administer the construction phase of the Project, as required by this Agreement, the Service Order, the design-build documents and the applicable statutes and regulations. A/E shall comply with all time lines set forth in the design-build documents for its Project administration services. A/E, as a representative of Owner, shall make monthly visits to the site to: (1) observe and become familiar with the general quality of construction; (2) render architectural observations to keep Owner informed about the progress and quality of the portion of work completed and report in writing to Owner any instance where the materials, workmanship or the general quality of construction is not in conformance with the design-build documents, building code requirements or generally accepted industry standards of quality; (3) to endeavor to guard Owner against defects and deficiencies in the work; (4) to determine, in general, if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the design-build documents; and (5) to attend on-site construction meetings. Additionally, A/E shall otherwise be available to Owner and the inspector for site meetings on an "as-needed" basis. However, A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. A/E shall neither have control over or charge of, nor be responsible for, the Project design or design-build documents prepared by Design-Builder, construction means, methods, techniques, sequences or procedures or safety precautions and programs in connection with the work, since these are solely Design-Builder's rights and responsibilities under the Contract Documents.

4. A/E shall make regular reports as may be required by applicable state agencies, review submittals and shop drawings for compliance with design intent; review RFI's and promptly issue responses; review requests for substitution of materials, equipment and the laboratory reports thereof; assist in the preparation of change orders in a format acceptable to the Division of the State Architect, for written approval of Owner; assist in determining date of final completion; make final review of the Project; review written guarantees, instruction books, diagrams and charts required of the Design-Builder; issue A/E's certificate of completion and final certificate for payment; and provide all close-out documentation required by applicable state agencies, as well as as-built (record) documents within sixty (60) days of Owner's Notice of completion.

5. A/E shall review Design-Builder's applications for payment, certify the amounts due Design-Builder and shall issue certificates for payment in such amounts. A/E's certification for payment shall constitute a representation to Owner, based on A/E's

evaluation of the work and on the data comprising Design-Builder's application for payment, that the work has progressed to the point indicated and that, to the best of the A/E's knowledge, information and belief, the quality of the work is in accordance with the design-build documents.

6. A/E shall interpret, advise Owner and decide matters concerning the design-build documents or performance of Owner and Design-Builder under the requirements of the design-build documents on written request of either Owner or Design-Builder. A/E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon or set forth in the design-build documents. Interpretations and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the Design-Build documents and shall be in writing. When making such interpretations and decisions, A/E shall endeavor to secure faithful performance by both Design-Builder and Contractor and shall not show partiality to either.

7. At Owner's written request, A/E shall assist Owner with any claim resolution process involving Design-Builder and Owner, including, without limitation, serving as a witness or providing other professional services relating to hearings or other legal proceedings.

a) The parties recognize that this clause is a means of expediting resolution of claims among Owner, Design-Builder and A/E. However, it is understood that Design-Builder is not an intended third-party beneficiary of this clause.

b) Compensation for these services under this Paragraph 7 of Article 3.C shall be provided as set forth in the payment provisions for Extra Services under Articles 11 and 12 and shall be computed and invoiced at hourly rates, not to exceed A/E's normal and customary hourly rates for such services to be negotiated with Owner at the time Owner authorizes these services.

8. Owner shall have the right to change the scope of A/E's Construction Phase services, which change shall be memorialized by written amendment to the Service Order issued under this Agreement, signed by officials of A/E and Owner having authority equal to or greater than that of the officials signing this Agreement.

#### **ARTICLE 4. PROFESSIONAL SERVICES**

A. A/E accepts the relationship of trust and confidence established between Owner and A/E by this Agreement. A/E represents that it is familiar with the statutes, regulations and design requirements applicable to public school construction that all of its work will conform to current professional practices and standards regarding such requirements and that A/E will exercise due professional care and will cooperate with any contractor or CM also employed by Owner in connection with the Project. A/E agrees to perform its work with the skill and judgment of a prudent school designer practicing in California and in the most expeditious and economical manner consistent with the interests of Owner. Any review, approval or acceptance of any of A/E's work under this



Agreement shall not relieve A/E from responsibility for errors and/or omissions in its work or the work of its sub-consultants.

B. Except with Owner's knowledge and consent, the A/E shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the A/E's professional judgment, impartiality or professionalism with respect to any Project. In accordance with this commitment, at no time while A/E is engaged by Owner with respect to a Project shall A/E be a member of any design-build entity which includes the prime contractor on the Project.

C. A/E shall, as part of the Basic Services and to the extent necessary to develop the Performance Criteria and/or to perform its requested Project Administration services, furnish, at its expense, other necessary design professionals as determined by A/E and acceptable to Owner, properly skilled and licensed in the various aspects of the design and construction of facilities required. Owner does not assume any liability, duty or obligation to A/E's sub-consultants or their agents and employees by execution or performance of this Agreement; and nothing in this Agreement shall create any contractual relation between Owner and any sub-consultants or their agents and employees, employed by A/E. No sub-consultants, agents, employees or other parties are third-party beneficiaries of this Agreement. A/E shall be responsible to Owner for the acts and omissions of its employees, sub-consultants and their agents and employees and other persons performing any of the work under this Agreement.

D. A/E shall not, either during or after the term of this Agreement, make public any reports or articles or disclose to any third party any confidential information relative to the work of Owner or the operations or procedures of Owner or any other information specifically designated as confidential by Owner without the prior written consent of Owner. A/E shall require of its sub-consultants similar agreements not to disclose such confidential information.

E. A/E shall, as part of its Basic Services, review laws, codes and regulations applicable to A/E's services. If requested by Owner, A/E shall assist in the response in the development of the design-build documents to requirements imposed by governmental authorities having jurisdiction over the Project.

F. A/E shall, as part of its Basic Services, identify the regulatory agencies that have jurisdiction over essential building and design elements and, if requested by Owner, assist Design-Builder in the coordination with and implementation of the requirements of the regulatory agencies, including without limitation, the California Department of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and Local Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

G. At its sole cost and expense and as part of its Basic Services, A/E shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of

any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-consultants, hazardous materials and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state and federal taxes associated with its work; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment which are measured by wages, salaries or other remuneration paid to A/E's employees. Upon Owner's request, A/E shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

#### **ARTICLE 5. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 6. CONFLICTS OF INTEREST**

A/E affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business or financial interests of A/E and services under this Agreement. A/E agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement, including but not limited to, at the time that any Service Order is issued to A/E under this Agreement.

#### **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**

Except as expressly authorized herein, A/E shall neither assign its rights nor delegate its duties under this Agreement or any Service Order issued hereunder without prior written consent of Owner. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in this Agreement, A/E shall not subcontract any of the work to be performed or services to be rendered without the prior consent of Owner.

#### **ARTICLE 8. EXTRA SERVICES OF A/E**

A. The following services, if necessitated by unusual circumstances and through no fault or neglect on the part of A/E or its sub-consultants, shall be paid for by Owner, as provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned upon prior receipt of formal written notice from Owner to perform the work as Extra Services, and no claim for any additional compensation or reimbursement shall be valid unless so authorized.

1. If directed by Owner, the employment of special consultants, the preparation of special delineations and models;
2. Revisions, when inconsistent with approvals or instructions previously given by Owner;
3. Project changes after Owner approval;

4. Services related to Design-Builder defaults; and

5. Preparation of design-build agreement change orders, which necessitate additional work by A/E, provided that the change order and/or extra work of A/E is not contributed to by the negligence or carelessness of A/E. Compensation for Extra Services, necessitated by construction change orders, shall be pursuant to the hourly fees agreed upon in writing by Owner prior to commencement of Extra Services. A/E shall keep accurate records of the time spent during construction with respect to such Extra Services and shall provide monthly statements of the same to Owner during construction, identified as to each specific change order item.

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

#### **ARTICLE 9. OWNER'S RESPONSIBILITIES**

A. In the Service Order, Owner shall provide full information as to the requirements of the Project, including realistic budget limitations and scheduling for the Project.

B. Owner may furnish, or direct A/E to procure, at Owner's expense, chemical, mechanical or other tests required for proper design and borings or test pits necessary for determining subsoil conditions.

C. Owner shall furnish available as-built drawings of existing structures.

D. Owner shall furnish all inspection and testing services in conjunction with the Project.

E. Owner shall furnish all legal advice and services required for the Project.

F. Owner shall notify A/E of administrative procedures required and name a representative authorized to act in its behalf. Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

G. Owner shall prepare the design-build agreement, including its general conditions and the design-build solicitation documents.

H. Owner shall periodically update the Project Budget.

I. Owner shall provide hazardous materials consultant services for the Project. Owner shall assume responsibility for their accuracy and completeness and full liability for work done under said specifications.

## **ARTICLE 10. NOT USED**

## **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

A. Professional Services: A/E agrees to perform professional services provided by this Agreement and the Service Order; and Owner agrees to pay A/E for such services in accordance with the fees set forth in the Service Order, which shall not exceed the fees set forth in the attached Exhibit B, subject to any escalations set forth in Exhibit B. A/E's compensation for Extra Services shall be calculated as provided in paragraph F, below.

B. Reimbursable A/E Costs/Expenses: Owner recognizes that certain costs and expenses associated with the professional services performed are reimbursable to A/E. Provided that A/E obtains Owner's prior written approval, costs and expenses will be reimbursed to A/E. Owner's prior written approval is an express condition precedent to any reimbursement to A/E of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by Owner.

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

1. Expenses of Outside Technical Assistance deemed necessary;
2. Approved reproduction of drawings and specifications in excess of the copies required by this Agreement, at rates prevailing in the community for bulk reproduction, or at other rates approved in advance by Owner;
3. Approved fees advanced for securing approval of authorities having jurisdiction over the Project; and
4. Additional insurance coverage above those coverages identified in Reimbursement shall be at cost for reproductions, fees advanced and additional insurance. Reimbursement for items requiring coordination by A/E shall be reimbursed at one hundred ten percent (110%) of the direct billing.

D. Payments to A/E for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by A/E. All charges incurred under this Agreement shall be due and payable within thirty (30) days of approval of the invoice. Disputed invoices shall be returned to A/E within ten (10) working days of receipt.

E. For payments to A/E for Extra Services under Article 8, the parties agree as follows:

1. Hourly fees shall be, per the Service Order, which shall not exceed the fees in the attached Exhibit B, subject to any escalations set forth in Exhibit B.

2. One hundred ten percent (110%) of the direct billings of consultants performing authorized Extra Services

## **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

A. Payments on account of the agreed compensation in Article 11 shall be in accordance with Section 4.0 of A/E's Proposal, Exhibit B hereto.

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

1. Delayed Completion: Except as provided elsewhere in this Agreement or the Service Order, A/E's compensation shall be paid at the time and in the amount noted. A/E shall not be entitled to additional compensation for Project Administration services as a result of the delay to the project caused by A/E's errors or omissions.

C. Payments for Extra Services provided under Article 8 shall be made monthly, in arrears, as services are rendered and expenses incurred.

D. A/E shall submit one (1) invoice monthly to the Owner for the fees associated with the services performed that month with detailed backup, including hourly breakdown of services/activities, reimbursable expenses (if any), and Extra Services (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices), including a copy of Owner's authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of Owner's authorization notice. No payments will be made by the Owner to the A/E for monthly invoices requesting reimbursable or Extra Services absent the prior written authorization of the Owner. All charges incurred under this Agreement, including a Service Order issued under this Agreement, shall be due and payable within thirty (30) days of approval of the invoice.

E. Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect Owner from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of A/E to make payments properly to its employees or sub-consultants; or (3) failure to adhere to the Project schedule or to achieve sufficient progress with the Performance Criteria such that A/E is unlikely to achieve timely completion.

## **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

A. A/E Default: If A/E at any time refuses or neglects to prosecute its work in a timely fashion or in accordance with the Project schedule or is adjudicated as bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without Owner's consent or fails to make prompt payment to persons furnishing labor, equipment or materials; or fails in any respect to properly and diligently prosecute its work; or becomes delinquent with respect to contributions or payments required to be made to any employee benefit programs or trust or otherwise fails to perform fully any and all of the agreements herein contained, then A/E shall be in default.

B. Cure: If A/E fails to cure a default within seven (7) days after written notice thereof, Owner may, at its sole option, take possession of any documents, files (including electronic files) and other materials prepared or used by A/E in connection with the Project and provide any such work, labor or materials as may be necessary to overcome the default to another design professional and deduct the cost thereof from any money then due or thereafter to become due to A/E under this Agreement, including a Service Order issued under this Agreement.

C. Default Termination: In the event Owner elects to terminate a Service Order or this Agreement due to A/E default, Owner shall have the right to immediate possession of all plans, specifications and other work in progress prepared by A/E, whether located at the Project, at A/E's place of business or at the offices of a sub-consultant and may employ any other person or persons to finish the Basic Services and provide the materials therefor. In case of such default termination, A/E shall not be entitled to receive any further payment under this Agreement, including a Service Order issued under this Agreement, until the Project is completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement or the Service Order exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by Owner to A/E; but if such expenses shall exceed such unpaid balance, then A/E shall promptly pay to Owner the amount by which such expenses exceed such unpaid balance. The expenses referred to in the last sentence shall include expenses incurred by Owner in causing the services called for under this Agreement to be provided by others, for attorneys' fees, and for any damages sustained by Owner by reason of A/E's default or defective work, plus a markup of ten percent (10%) on any and all such expenses.

D. Owner Default: A/E may terminate a Service Order issued under this Agreement for cause upon seven (7) days written notice to Owner for any of the following reasons: (1) Owner fails to timely pay undisputed sums due to A/E; (2) Owner assigns this Agreement or transfers ownership of the Project prior to completion of A/E's services under this Agreement if the assignment or transfer is made without the prior written consent of A/E; or (3) Owner suspends the Project or A/E's services for more than 180 consecutive days. Owner shall have the right to cure the stated ground for termination within the seven- (7) day notice period; and in the event of cure, A/E's notice shall become null and of no further force or effect.

E. Termination for Convenience: In addition to the foregoing right to terminate for default, Owner reserves the absolute right to terminate this Agreement or any Service Order hereunder without cause, for any reason whatsoever, upon seven (7) days written notice to A/E. In the event of such a termination without cause, Owner shall have the right to immediate possession of all plans, specifications and other work in progress prepared by A/E, whether located at the Project, at A/E's place of business or at the offices of a sub-consultant and may employ any other person or persons to finish the design work and provide the materials therefor. Also, in the event of such a termination without cause, A/E shall be entitled to payment in an amount not to exceed the contract price, which shall be calculated as follows: (1) Payment for any phase of the work then satisfactorily completed and accepted by Owner, according to the percentages set forth in Article 12; plus (2) Reimbursable Costs actually incurred by A/E in connection with performance according to Article 11; plus (3) a portion of the percentage applicable to a phase which is in progress, which bears the same ratio to the total amount to be earned for that phase as the work then completed in that phase bears to the total work to be accomplished in that phase; plus (4) reasonable termination expenses. There shall be deducted from such sums as provided in this section the amount of any payment made to A/E prior to the date of termination of this Agreement or any Service Order hereunder. A/E shall not be entitled to any claim or lien against Owner or the Project for any additional compensation or damages in the event of such termination and payment. In addition, Owner's right to withhold funds under Article 12 shall be applicable in the event of a termination for convenience.

F. Saving Clause: If this Agreement or any Service Order hereunder is terminated by Owner for default; and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article and A/E shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

G. Survival of Obligations: No termination of this Agreement or any Service Order hereunder shall excuse or otherwise relieve A/E of its responsibilities under this Agreement, including, without limitation, the standard of care for its work and services with respect to any work and/or services performed prior to the date of termination. All of A/E's responsibilities under this Agreement and any Service Order with respect to work and/or services performed prior to the date of termination shall survive any termination.

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

A. Upon receipt of a Service Order, A/E shall prepare and submit, for Owner approval, a schedule for the performance of A/E's services. This schedule shall include reasonable allowances for review and approval times required of Owner, performance of services by Owner's consultants and review and approval times, if necessary, required by public authorities having jurisdiction over the Project.

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

1. Requests for Information: 3 days
2. Change order requests: 7 days
3. Submittals: 7 days

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

**ARTICLE 15. RECORDS OF THE ARCHITECT/ENGINEER: AUDIT**

A. Records of A/E's direct personnel and reimbursable expenses pertaining to any Extra Services on a Project and records of accounts between Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to Owner or its authorized representative at mutually convenient times.

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

**ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT/ENGINEER**

A/E shall procure and maintain insurance at all times on all of its operations with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms acceptable to Owner, for the following minimum insurance coverages:

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

B. Commercial general liability insurance with limits of not less than either: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; or (2) single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each occurrence and \$2,000,000 aggregate.

1. The insurance shall cover all operations of A/E, including but not limited to the following: (1) premises, operations and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the



obligations assumed by A/E in this Agreement and any Service Order issued hereunder; (4) Independent Contractor's Contingent coverages; (5) broad form property damage liability; (6) personal injury liability endorsement; and (7) automobile bodily injury and property damage insurance, including all owned, if any, hired and non-owned equipment.

2. All general liability policies shall name Owner and CM as an additional insured and shall provide that such policy is primary insurance.

C. A/E shall also provide Professional Liability Insurance for all Projects, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring A/E for its own acts and for the acts of all persons for whose acts A/E may be liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities for the Projects. A/E shall provide Owner proof of professional liability insurance coverage for two years following final completion of each Project.

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

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

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

A. A/E shall provide, at no expense to Owner, copies of the preliminary and final Performance Criteria documents. Owner's requirement is one (1) reproducible master for each item plus one (1) print set; state agency requirements to be determined and provided by A/E, including any electronic media in a format acceptable to the agencies.

B. A/E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD (most current version) compatible format for drawings and one (1) copy in the most current version of Microsoft Word for the final approved Performance Criteria for solicitation and design-build purposes.

#### **ARTICLE 18. NOT USED**

#### **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**

A. Owner acknowledges that the A/E developed Performance Criteria and associated developed documents, including electronic files, are instruments of professional service. Nonetheless, all such documents, programs, reports, models, and other material prepared by or on behalf of A/E under this Agreement or any Service Order

issued hereunder (collectively the “Documents”) shall be and remain the property of Owner, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to Owner on the earlier of: (1) sixty (60) days after Owner’s Notice of Completion of the Project or (2) the date of termination of this Agreement or any Service Order for any reason prior to final completion of the Project. The Documents may be reproduced and/or used by Owner and its agents, employees, representatives; and assigns, in whole or in part, or in modified form, for all purposes Owner may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to A/E; provided, however, that if this Agreement or any Service Order is terminated for any reason prior to completion of the Project and if under such circumstances Owner uses, or engages the services of and directs another A/E to use the Documents to complete the Project, Owner agrees to release A/E from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold A/E harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement or any Service Order as a result of causes other than the fault or negligence of A/E or anyone for whose acts it is responsible.

B. Except as otherwise permitted in this Agreement or any Service Order issued hereunder, Owner shall not assign, delegate, sublicense, pledge or otherwise transfer the right to use and re-use the Documents to any other party without the prior written authorization of A/E. However, in addition to the rights to use and re-use the Documents as set forth in this Article 19, Owner shall be permitted to authorize Design-Build Proposers or Design-Builder or any of their consultants, subcontractors, equipment suppliers or material suppliers to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.

C. In the event Owner ever desires to construct all or part of another wholly unrelated project which would be essentially identical in design to the Project that is the subject of a Service Order under this Agreement, A/E agrees to permit re-use of its Documents, subject to payment to A/E of a fair and reasonable re-use fee.

D. Any unauthorized re-use of the Documents shall be at Owner’s sole risk and without liability to A/E. Owner agrees to indemnify and hold harmless A/E and its sub-consultants against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.

E. A/E shall not re-use the Documents without the prior written consent of Owner. Any unauthorized re-use of the Documents by A/E shall be at A/E’s sole risk and without liability to Owner. A/E agrees to indemnify and hold harmless Owner against any damages, liabilities or costs, including reasonable legal fees and disbursements arising from the unauthorized re-use of the Documents.

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

A. A/E shall give written notice of any claims arising out of or relating to this Agreement or any Service Order issued hereunder within seventy-two (72) hours of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act, within this article. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Direct Negotiation will be the initial process utilized by the parties after issuance of written notice of any claim arising out of or relating to this Agreement or any Service Order issued hereunder as specified immediately above. Either the Owner or A/E may make a request for Direct Negotiations as an initial attempt to resolve any claim, dispute or other matter arising out of this Agreement or any Service Order. Direct Negotiation representatives of the parties shall be the Owner's designated representative and the A/E's designated representative. Any requested Direct Negotiation will take place at the Project or at a mutually agreeable location specified by the parties' designated representatives, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute or other matter. Each party shall document the results of the Direct Negotiation, and these documents shall be exchanged between the parties.

C. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or any Service Order, or breach thereof, initially shall be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen (15) days from the date either party submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

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

E. It is expressly agreed that no mediation or arbitration shall be initiated prior to the completion of the Project or termination of this Agreement or the Service Order issued hereunder, whichever is earlier.

F. Claim Certification: A/E acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections

12650 *et seq.*). Submission by A/E of a claim (as the term “claim” is defined in the False Claims Act) to Owner in connection with a Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation by A/E to Owner that submission of the claim does not in any respect violate the California False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty of perjury the validity and accuracy of any claim submitted to Owner, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation Owner might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

### CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, I certify that submission of the attached claim is made in good faith, that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief, that submission of the claim to Owner does not violate the California False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: \_\_\_\_\_

Company: \_\_\_\_\_

By: \_\_\_\_\_  
[Name]

Title: \_\_\_\_\_

### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement and any Service Order issued hereunder shall be binding upon Owner and its successors and upon A/E, its partners, successors, executors and administrators. Neither this Agreement, nor any monies due or to become due thereunder, may be assigned by A/E without the consent and approval of Owner.

### **ARTICLE 22. INDEMNITY**

A. A/E shall, with respect to all work which is covered by or incidental to this Agreement or any Service Order issued hereunder, defend, indemnify and hold harmless Owner, its officers, directors and employees (collectively “Owner”) from and against any and all liens and claims asserted by firms or individuals claiming through A/E and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys’ fees, experts’ 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 that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of A/E. A/E’s duty shall include the duty to defend the indemnitees, as

required by Civil Code section 2778. However, A/E shall not be obligated under this Agreement or any Service Order to indemnify Owner to the extent that the damage is caused by the active or sole 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 the use in connection with or as a part of a Project anything which is now or may hereafter be covered by patent, copyright, trademark or other intellectual property rights and also against all expenses, including attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any such claim, suit, or action.

C. In no event shall A/E's cost to defend exceed A/E's proportionate percentage of fault. However, notwithstanding the foregoing sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, A/E shall meet and confer with the other parties regarding the unpaid defense costs.

D. Owner shall defend, indemnify and hold harmless A/E, its officers, directors, employees and sub-consultants (collectively "A/E") from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, experts' fees, awards, fines or judgments, to the extent caused by Owner's negligent acts, errors or omissions in the performance of its obligations under this Agreement or any Service Order issued hereunder. Owner's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778. However, Owner shall not be obligated under this Agreement or any Service Order to indemnify A/E to the extent that the damage is caused by the negligence, recklessness or willful misconduct of A/E or its agents or servants other than Owner.

E. A/E and Owner each agree to promptly serve notice on the other party of any claims arising hereunder and shall cooperate in the defense of any such claims.

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

### **ARTICLE 23. ADDITIONAL PROVISIONS**

A. The furnishing of available as-built drawings of existing structures is the responsibility of Owner.

B. Environmental Impact Reports and/or similar studies are not included in this Agreement and, if required, will be specified in the Service Order and paid for by Owner.

## **ARTICLE 24. FINGERPRINTING**

A. Education Code Section 45125.1 shall apply to this Agreement, unless expressly excluded by any Service Order. The District administrator initiating and/or responsible for this Agreement shall, pursuant to section 45125.1 and District policy and guidelines, determine whether fingerprinting is required of A/E and/or its employees prior to issuing any Service Order. Once such determination is made, the administrator shall verify his/her determination on the signature page of the Service Order. If the Administrator concludes fingerprinting is required, the following shall apply:

1. The A/E shall, prior to commencement of work pursuant to the Service Order, require any person affiliated with A/E (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, A/E will so certify by signing and submitting the A/E Certification attached as Exhibit C and incorporated by reference. In addition, A/E shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit D. Any person whose name is not on the cleared list may not have such access. In that case, A/E must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

2. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by A/E, shall constitute grounds for termination of this Agreement or any Service Order.

## **ARTICLE 25. ENTIRE AGREEMENT**

A. All of the agreement between the parties is included herein, except to the extent that work on specific Projects will be initiated by Service Order hereunder, and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed hereon in writing; and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Agreement.

B. Neither amendments to nor modifications of this Agreement nor Service Orders shall be effective unless signed by officials of A/E and Owner having authority equal to or greater than that of the officials signing this Agreement. Owner and A/E hereby agree to the full performance of the covenants contained herein.

[Architect]

San Juan Unified School District

By: \_\_\_\_\_  
[A/E's Authorized Representative]  
(Please print)

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities,  
Construction & Modernization

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
Frank Camarda

\_\_\_\_\_  
(Signature)

Its: Assistant Superintendent,  
Operations, Facilities and  
Transportation

[Address, Telephone, Fax and Tax ID #]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**Exhibit A**

**SERVICE ORDER**

**Contract Agreement Between  
San Juan Unified School District and [Architect]**

This Service Order, issued in accordance with Contract No. \_\_\_\_\_ (“Agreement”), authorizes and directs A/E to perform Basic Services as defined in the Agreement in connection with the \_\_\_\_\_ project (“Project”) at [School name]. The San Juan Unified School District intends to issue a request for proposals or qualifications for design-build teams for the Project no later than [date].

Project Location: \_\_\_\_\_

Project Budget: \$\_\_\_\_\_ Design and Construction Budget: \$\_\_\_\_\_

Performance Criteria Phase completion date: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Required Additional Services: \_\_\_\_\_

Additional Authorized Reimbursable Expenses: \_\_\_\_\_

**Department of Justice (DOJ) Fingerprinting:**

Required

Not Required

Date Received: \_\_\_\_\_

Date: \_\_\_\_\_

**San Juan Unified School District**

By: \_\_\_\_\_  
Nicholas Arps

Its: Director of Facilities, Construction & Modernization

Contract Amount: \$\_\_\_\_\_

By: \_\_\_\_\_  
Frank Camarda

Its: Assistant Superintendent, Operations, Facilities and Transportation



**Exhibit B**  
**FEE PROPOSAL**

**Contract Agreement Between**  
**San Juan Unified School District and [Architect]**

**Exhibit C**

**A/E CERTIFICATION**

**Contract Agreement Between  
San Juan Unified School District and [Architect]**

I, \_\_\_\_\_, on behalf of [Architect], 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 **San Juan 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 45125.1, attached hereto as Exhibit D is a list of names of the employees or agents of A/E who will be providing services to **San Juan 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 **San Juan 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.**

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in \_\_\_\_\_ County, California.

(Seal of business)

By: \_\_\_\_\_  
[A/E's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

**Exhibit D**

**LIST OF EMPLOYEES WHO ARE AUTHORIZED  
TO COME ON TO SCHOOL CAMPUSES**

**Contract Agreement Between  
San Juan Unified School District and [Architect]**

<b><u>Name:</u></b>	<b><u>School Site (if known)</u></b>

## Exhibit E

### PROJECT MANAGEMENT INTERNET COMMUNICATION REQUIREMENTS

#### Contract Agreement Between

#### San Juan Unified School District and [Architect]

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

- A. All Contract Documents, including General Conditions, Supplementary Conditions and other Division 1 - General Requirements, apply to the work of this section.
- B. This section contains general information that applies to all work performed under the Contract and is made inherently a part of each specification section.

#### 1.02 GENERAL PROJECT MANAGEMENT OBJECTIVES

- A. San Juan Unified School District (SJUSD) has directed its Architect/Engineer to use the project's existing Internet/Web-based project management software to track and manage the project.
- B. Use of this project management software will not replace or change any contractual responsibilities of the Architect/Engineer team members.
- C. Each project team member of the Architect/Engineer: Architect, Project Manager, Project Coordinator, et al., shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members. The Architect/Engineer shall provide immediately upon receipt of the executed agreement confirmation of these conditions and the names, positions and e-mail addresses to SJUSD's Representative.

#### 1.03 SOFTWARE AND HARDWARE REQUIREMENTS

- A. The Architect/Engineer is required to provide computer hardware and software that meet the requirements of Constructware® project management software, developed by Emerging Solutions, Inc. of Alpharetta, GA. The Architect/Engineer is not required to purchase Constructware® software, only the hardware and software required to access this system via the Internet. SJUSD will provide the Architect/Engineer with the required number of user licenses to use the existing project database for the duration of the bid package project. The Architect/Engineer licenses to the SJUSD Constructware® database will permit

access only to this Project in accordance with permission levels configured by SJUSD's Constructware® administrator.

- B. SJUSD shall provide the Architect/Engineer with Constructware® training (if required). SJUSD will provide training for up to 5 Architect/Engineer staff members. Architect/Engineer, Project Manager and Project Coordinator are required to attend training sessions.
- C. The Architect/Engineer shall provide an adequate number of users to properly manage the Project in accordance with the Project Timetable. The Architect/Engineer shall have Internet access through an Internet service provider of his/her choice.
- D. Software requirements are as follows:
  - Internet Explorer or Safari is recommended
- E. Hardware requirements are as follows:
  - Workstation, laptop or tablet
  - A connection to the Internet
- F. More information on Constructware® may be obtained via the World Wide Web, at [www.constructware.com](http://www.constructware.com)

#### 1.04 SYSTEM MANAGEMENT AND USE

- A. SJUSD will administer the Constructware® user account.
- B. All costs associated with using this system, including computer hardware, internet service and additional licenses beyond the one to use the existing project database are the responsibility of the Architect/Engineer.

#### 1.05 COMMUNICATION PROCESS

- A. SJUSD's Representative will outline and detail communication, correspondence and coordination procedures at Project start meeting.
- B. Most project communication will take place in the Constructware® project management system by creating and distributing documents directly within the system or by entering manually in the system dates and descriptions of items to track over time. All documents requiring formal signatures will be printed, and their hard copies signed and distributed.

- C. The official submittal log will be maintained within Constructware®. The Architect/Engineer will use Constructware® to review submittals using the bookmarked PDF file enabling navigation to each item within the submittal package. The Constructware® project management system will be used to track and expedite processing of these items.
- D. Architect/Engineer will be required to utilize modules, including but not limited to: messaging, ASI's, DSA CCD's, punch lists and requests for information (RFI) within the Constructware® project management system. The Architect/Engineer can respond to the RFI completely within the Constructware® project management system without creating a hard copy. Support documentation in hard copy format for any document in Constructware® may be scanned into an electronic file and attached in Constructware® to documents.
- E. Architect/Engineer is required to furnish and use a digital camera in order to photo-document job progress and upload the associated images taken on a regular basis to the internet site.

## **PART 2 – PRODUCTS**

2.01 Extranet application service provider shall be the following (no substitution):

Constructware® as provided by:

Autodesk

[www.constructware.com](http://www.constructware.com)

## **PART 3 – EXECUTION**

- 3.01 Constructware® is an Internet-Accessed Centralized Database of project information and consists of several separate modules or master file divisions for ease of organization. Available file divisions include, but are not limited to: Correspondence, Daily Reports, RFI's, Transmittals, Submittals, Meetings, Documents, Drawings, Specifications, File Management, Punch Lists, Reports, Project Team, Schedule of Values, Change Items, Request for Proposals, etc.
- 3.02 Architect/Engineer shall be provided with the required number of user licenses for Constructware® (ASP) by SJUSD. Each major team member for the Architect/Engineer (ie: project manager, project coordinator, etc.) must have a separate user license. The Architect/Engineer shall insure that all major team members on this project have Internet access available during the duration of this project.