

CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Special Session

Wednesday, March 5, 2008

Closed Session - 6:00 p.m.

Regular Session - 8:00 p.m.

District Office - Large Conference Room

1163 E. 7th Street, Chico, CA 95928

AGENDA

1. CALL TO ORDER

Opportunity for Public Comment on Agenda Items

The Governing Board welcomes and encourages public comments. Members of the public may comment on items included on this agenda only; however, we ask that you limit your comments to five (5) minutes so that as many as possible may be heard (Education Code §35145.5, Government Code §54954.3)

2. CLOSED SESSION

2.1 Conference with Legal Counsel

Existing Litigation

Government Code Section 54956.9(a)

Name of Cases: Crews v. CUSD, Black v. CUSD

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

John Kelley, Attorney at Law

Bob Kingsley, Attorney at Law

2.2 Conference with Legal Counsel

Anticipated Litigation

Significant exposure to litigation pursuant to

Government Code Section 54956.9(b):

Two potential cases.

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

John Kelley, Attorney at Law

Bob Kingsley, Attorney at Law

2.3 Contract Negotiations

Government Code Section 54957.6

Unrepresented employee: Title: Superintendent

Attending:

Kelly Staley, Superintendent

Bob Feaster, Assistant Superintendent

Jan Combes, Assistant Superintendent

If Closed Session is not completed before 8:00 p.m., it will resume immediately following the regular meeting.

3. CONSENT

3.1 Consider denial of claim #0003-08/080127

3.2 Consider approval of Field Trip Request by PVHS Academic Decathlon Team to attend State Competition from 3/7/08-3/10/08.

3.3 Consider approval of Field Trip Request by Hooker Oak to visit SF Maritime Park from 03/26/08-03/27/08.

4. DISCUSSION/ACTION

4.1 Information: Timeline and next steps presented by Stone & Youngberg financial advisor, Bruce Kerns, for the issuance of the unused bond funds.

4.2 Action: Consider approval of Contract with architects, DLR Group, for the replacement of Chico High School portables with a new classroom building.

5. Announcements

6. Adjournment

Jann Reed, President
Board of Education
Chico Unified School District

Posted: February 29, 2008
:mga

Title: State Academic Decathlon Finals

Action:

Consent:

Information:

 X

Board Date: March 5, 2008

Prepared by: Ryan Parker
Pleasant Valley High School

Background Information

After a year of preparation, this year's Academic Decathlon team won the county contest and earned the opportunity to compete at the State competition on March 7 – 10, 2008. The Pleasant Valley High School team has worked incredibly hard to reach this milestone.

Educational Implications

This contest enables a diverse group of P.V. students to match their academic abilities against the best and the brightest that the state has to offer. The team is comprised of three "A" students, three "B" students, and three "C" students. The team has spent a full year preparing for this event, studying elements of seven different academic fields with a focus on the United States Civil War. In addition, they are tested in the area of essay writing, speech delivery, and their ability to perform in an interview.

Fiscal Implications

Funds have traditionally come from a combination of Academic Decathlon site account, District accounts, site funds, and district funds. Total costs for trip have usually run about \$6,000. However, due to a change in venue this year, the cost is expected to be approximately \$3,000.

Additional Information

Kelly Staley has endorsed our participation in this event in the past and the Board has funded this trip for the last three years. We are currently seeking outside funding.

Please approve this trip, as the students involved have devoted a year of their extra-curricular lives to prepare for this Nationally recognized academic event, one which puts Chico Unified on the map as one of the premier Districts in the state.

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street
Chico, CA 95928-5999
(530) 891-3000

3.2

Page 2 of 2

FIELD TRIP REQUEST**TO: CUSD Board of Education****Date:** 02/04/08**FROM:** Ryan Parker**School/Dept.:** Pleasant Valley High School**SUBJECT:** Field Trip Request

Request is for: Academic Decathlon Team

Destination: Sacramento, California

Activity: State AcaDeca Competition

from 03/07/08 to 03/10/08

Rationale for Trip: 8 PVHS students won the Butte County Academic Decathlon competition and were, therefore, qualified to compete at the State level in Sacramento this March, 2008.

Number of Students Attending: 8 Teachers Attending: 2 Parents Attending:

Student/Adult Ratio: 4:1

Transportation: Private Cars XX CUSD Bus _____ Charter Bus Name _____
Other: _____

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees \$600.00 _____

Substitute Costs \$ 180.

Meals \$ 240.00

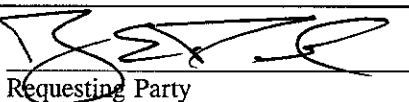
Lodging \$1,335 _____

Transportation \$ 230.

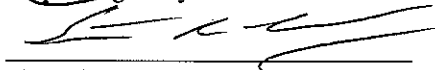
Other Costs _____ \$300.00

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):Name Donations Acct. #: _____ \$ _____

Name _____ Acct. #: _____ \$ _____



Requesting Party

2/4/08
Date

Site Principal

2/5/08
Date

Approve/Minor



Do not Approve/Minor

or

Recommend/Major

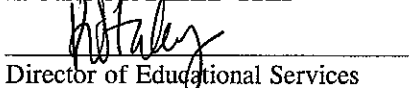
or

Not Recommended/Major

(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Director of Educational Services

3-1-08
Date

Recommend



Not Recommended



Approved



Not Approved

Board Action

Date

Agenda Item: _____

PROPOSED AGENDA ITEM:

Prepared by: Linda Holm

☒ Consent
☐ Information only
☐ Discussion/Action

Board Date: March 5, 2008

Background Information:

Linda Holm's 5-6th grade class is seeking authorization to go on a 2 day, 1 night trip to San Francisco Maritime Park. This is part of our unit of study that will occur in all areas of the curriculum in an integrated, thematic manner.

Educational Implications:

The students will have an opportunity to experience life on a sailing ship and understand the hardships and adventurous nature of sailing the sea and relate that experience to the people who set off to places unknown to settle a new land. Students will be using problem solving strategies and cooperative learning to accomplish tasks. (See attached)

This experience will help re-enforce the following standards

History/Social Studies #2, #3

Earth Science 4-a; 3-d

See the attached reference to the State Framework

Fiscal Implications:

The trip will be funded by donations from the parents of the class. All students will attend whether they pay for the trip or not. (see attached form for cost analysis)

Additional Information:

The class will be going in cars, with 1 teacher and a least 7 chaperones

March 26-27th

Recommend approval of this trip

RECEIVED

CHICO UNIFIED SCHOOL DISTRICT

1163 East Seventh Street

Chico, CA 95928-5999

(530) 891-3000

3.3

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FEB 27 2008

FIELD TRIP REQUEST

EDUCATIONAL
SERVICES

FROM: Linda Holm

School/Dept.: Hooker Oak

SUBJECT: Field Trip Request

Request is for Room 4 5-6th
(grade/class/group)

Destination: San Francisco Maritime Park Activity: experience life on a sailing ship

from March 26th 9:00 AM to March 27th 4:00
(dates) / (times) (dates) / (times)

Rationale for Trip: See attached

Number of Students Attending: 32 Teachers Attending: 1 Parents Attending: 7

Student/Adult Ratio: 4.57

Transportation: Private Cars ☒ CUSD Bus _____ Charter Bus Name _____
Other: _____

All requests for bus or charter transportation must go through the transportation department - NO EXCEPTIONS.

ESTIMATED EXPENSES:

Fees \$ 2,564 Substitute Costs \$ 0 Meals \$ 150

Lodging \$ _____ Transportation \$ _____ Other Costs \$ _____

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name Linda Holm Acct. #: 1309 \$ _____

Name PTB Fundraising Acct. #: _____ \$ _____

Room 4 Linda Holm
Requesting Party

2-25-08
Date

[Signature]
Site Principal

2-25-08
Date

☒ Approve/Minor ☐ Do not Approve/Minor
or
☒ Recommend/Major ☐ Not Recommended/Major
(If transporting by bus or Charter)

Director of Transportation

Date

IF MAJOR FIELD TRIP

Carolyn Adkisson
Director of Educational Services

2/28/08
Date

☒ Recommend ☐ Not Recommended

☐ Approved ☐ Not Approved

Board Action

Date

TITLE: Discussion of Measure A Bond Issuance Procedures

Action _____
Consent _____
Information X

Board Date: March 5, 2008

Prepared by: Jan Combes, Asst. Superintendent, Business Services

Background information

Measure A was a \$48.725 million dollar local school bond that was passed by Chico voters on April 14, 1998. The voters answered "yes" to the following:

"Shall Chico Unified School District construct an additional high school to reduce classroom overcrowding; build and renovate additional classrooms and school facilities; renovate school bathrooms; replace old heating, cooling and ventilation systems; repair worn-out playgrounds and pavement; improve student drop-off zones in front of elementary schools; acquire school site and classrooms; and install wiring to support classroom technology by issuing \$48,725,000 of bonds at an interest rate within the legal limit?"

On August 13, 1998, the County issued on behalf of the District the first series of such bonds in an aggregate principal amount of \$18 million. The proceeds of the first issuance have been used in accord with the language of the bond measure.

The balance of \$30.725 million is unissued and has been a topic of community forums and discussion last fall. On December 5, 2007 the Board approved the construction of additional classroom space at Chico High School and is moving forward with construction of a Performing Arts Center at Pleasant Valley High School. Other projects are under still under consideration.

With the passage of Measure A, the District circulated a Request for Proposal for financial advisor services to facilitate the issuance of the Measure A bonds. Stone & Youngberg was selected from the many qualified firms that responded. The agreement for financial advisor services addressed multiple issuances. This proposed issuance is to be the second (and final) in the series. Stone and Youngberg will be present to discuss the proposed bond issuance procedures. The proposed timeline is enclosed.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

State law mandates that bond funds can be used for construction and renovation projects only. These funds are held in a separate fund for use on capital projects. There is no impact to the General Fund and the funds must remain segregated and cannot be used for any operational expenses – only those expenses directly related to facilities improvements in accord with the language above.

Recommendation

On March 26, 2008 the Board is scheduled to consider action to issue the remaining Measure A bonds. This evening presentation is information only.



**STONE &
YOUNGBERG**

One Ferry Building San Francisco, California 94111 (415) 445-2300

**CHICO UNIFIED SCHOOL DISTRICT
Election of 1998 General Obligation Bonds, Series B**

FEBRUARY 2008

S	M	T	W	T	F	S
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MARCH 2008

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30	31					

APRIL 2008

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MAY 2008

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Board of Education meeting dates indicated by 22
Agenda deadline is the Thursday prior to the Board meeting
County Board of Supervisors meeting dates indicated by 8
Agenda deadline is two Tuesdays prior to the Board meeting

Parties to the Financing

County	—	County of Butte
District	—	Chico Unified School District
SYCR	—	Stradling Yocca Carlson & Rauth ("Bond Counsel" and "Disclosure Counsel")
S&Y	—	Stone & Youngberg ("Financial Advisor")

**SCHEDULE OF BOND ISSUANCE
(As of February 14, 2008)**

Date	Event	Responsible Party
February 14	Distribute Schedule of Issuance and Interested Parties List to all participants.	S&Y
February 19	Distribute first draft of District Bond Resolution, County Bond Resolution, and Official Notice of Sale.	SYCR
February 22	Distribute first draft of Preliminary Official Statement.	SYCR
February 25	Deliver informational items to District for review by Board of Education on March 5.	SYCR / S&Y
February 26	Comments on first draft of District Resolution, County Bond Resolution, and Official Notice of Sale due to SYCR.	All

CHICO UNIFIED SCHOOL DISTRICT
Election of 1998 General Obligation Bonds, Series B
February 14, 2008
Page 2

Date	Event	Responsible Party
February 29	Distribute second drafts of District Bond Resolution, County Bond Resolution, and Official Notice of Sale.	SYCR
	Comments on first drafts of Preliminary Official Statement due to SYCR.	All
March 5	Distribute second draft of Preliminary Official Statement.	SYCR
	Summary of bond financing presented to Board of Education.	District
March 7	Comments on second drafts of District Bond Resolution, County Bond Resolution, and Official Notice of Sale due to SYCR.	All
March 12	Distribute third drafts of District Bond Resolution, County Bond Resolution, and Official Notice of Sale (if necessary).	SYCR
	Comments on second draft of Preliminary Official Statement due to SYCR.	All
March 17	Distribute third draft of the Preliminary Official Statement.	SYCR
	Deliver District Bond Resolution and Preliminary Official Statement to District for action by Board of Education on March 26.	SYCR
March 18	Distribute financing documents to rating agencies and municipal bond insurers.	S&Y
	Deliver County Bond Resolution and Preliminary Official Statement to County for action by County Board of Supervisors on April 8.	SYCR
Week of March 24 or March 31	Meetings with rating agency analysts.	District / S&Y / SYCR
March 25	Last day for revised financing documents to be received by County for consideration at Board of Supervisors meeting on April 8.	SYCR
March 26	Board of Education adopts District Bond Resolution.	District

CHICO UNIFIED SCHOOL DISTRICT
Election of 1998 General Obligation Bonds, Series B
February 14, 2008
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Date	Event	Responsible Party
March 27	Deliver original signed copy of District Bond Resolution to County Treasurer.	District
April 8	Board of Supervisors adopts County Bond Resolution.	County
April 10	Publish Notice of Sale in <i>The Bond Buyer</i> .	SYCR
April 11	Print and distribute Preliminary Official Statement.	S&Y
April 16	Sale of bonds. Bids received and confirmed by S&Y. Winning bid accepted by County and District.	S&Y / District / County
April 18	Distribute draft of final Official Statement.	SYCR
April 21	Comments on draft of final Official Statement due to SYCR.	All
	Distribute closing documents.	SYCR
April 23	Print and distribute Official Statement.	S&Y
	Distribute wire payment instructions for the delivery of bond proceeds to County.	S&Y
April 30	Pre-closing at offices of SYCR.	SYCR
May 1	Closing at offices of SYCR. Bond proceeds delivered to County on behalf of the District.	SYCR / S&Y
May 2	Bond debt service schedule and authorizing resolution of District delivered to Auditor-Controller and Treasurer-Tax Collector for preparation of 2008-09 tax roll.	S&Y

TITLE: Agreement for Architectural Services for Chico High School New Classroom Building

Action X
Consent
Information

Board Date: March 5, 2008

Prepared by: Jan Combes, Asst. Superintendent, Business Services

Background Information

On December 5, 2007 the Board approved planning for the construction of additional classroom space at Chico High School which would be funded by the issuance of Measure A bonds. District staff conducted a thorough search for an architect for the project. This search included interviews with the architectural firms as well as site visits with the finalist at several of their projects.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

This project will be funded by Measure A bond proceeds. There is no impact to the General Fund.

Additional Information

The draft Agreement for Architectural Services is being reviewed by legal counsel and will be finalized in time for the Board meeting.

Recommendation

We recommend the Board approve the Agreement for Architectural Services for Chico High School New Classroom Building with the DLR Group.

DRAFT

**AGREEMENT
FOR
ARCHITECTURAL SERVICES
FOR CHICO HIGH SCHOOL
NEW CLASSROOM BUILDING**

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AGREEMENT FOR ARCHITECTURAL SERVICES

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

- A. District proposes to undertake the construction of a new Classroom Building at Chico High School that requires the services of a duly qualified and licensed architect.
- B. Architect(s) represent(s) that Architect(s) is/are licensed to provide architectural/engineering services in the State of California and is/are specially qualified to provide the services required by the District, the design and construction administration of public school(s).
- C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduced such terms to writing by this Agreement.

IN CONSIDERATION OF the covenants and conditions contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

- 1.1. Additional Services. "Additional Services" shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined herein in Article 6.
- 1.2. Agreement. "Agreement" shall mean this Agreement for Architectural Services.
- 1.3. Architect. "Architect" shall mean DLR Group.
- 1.4. Basic Services. "Basic Services" shall mean the Architect's design services, including but not limited to, structural, mechanical, and electrical engineering services, normally required to complete the Project, and as further defined herein in Article 5.
- 1.5. CDE. "CDE" shall mean California Department of Education.
- 1.6. Construction Documents. "Construction Documents" shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between the District and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.7. Contractor. "Contractor" shall mean the General Contractor ultimately selected to perform work on the Project.

- 1.8. DSA. "DSA" shall mean Division of the State Architect.
- 1.9. District. "District" shall mean Chico Unified School District
- 1.10. Notice to Proceed. "Notice to Proceed" shall mean official notification to contractor by Architect identifying the date of commencement of the project, to be sent to the Contractor once the Agreement between the District and Contractor is executed.
- 1.11. OPSC. "OPSC" shall mean Office of Public School Construction.
- 1.12. Project. "Project" shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

2. EMPLOYMENT OF ARCHITECT

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill exercised by architects specially qualified to provide the services required by the District.

3. DESCRIPTION OF PROJECT

The Project concerning which such architectural services shall be provided is described as:

Architectural design services for construction of a new Classroom Building at Chico High School for the Chico Unified School District, 1163 East Seventh Street, Chico, California 95928.

4. COMPENSATION

- 4.1. Basic Services.
- 4.1.1. For all "Basic Services" as defined in Articles 2 and 5 of this Agreement, compensation shall be calculated pursuant to Exhibit A-1, and shall be paid pursuant to the following schedule:

Upon Completion of:	
Schematic Design	12% of Total Basic Compensation
Design Development Phase	18% of Total Basic Compensation
Construction Documents Phase	37% of Total Basic Compensation

DSA Plan Check	5% of Total Basic Compensation
Bidding Phase	3% of Total Basic Compensation
Construction Phase	25% of Total Basic Compensation

TOTAL BASIC COMPENSATION

- 4.1.2. Fees for Architect services shall be billed monthly and in proportion to the work completed within each phase.
- 4.1.2.2. The District may elect to split the project into multiple phases. The architect's fee formula shall be applied to each of these phases separately as if they were individual projects. The District recognizes that the decision to split the project into multiple phases is best made before the Construction Documentation Phase begins. Should the direction to split the project into phases be made after the Construction Document Phase has begun, the work required to modify completed documents will be treated as an Additional Service.
- 4.2. Additional services.
- 4.2.1. Under no circumstances shall Architect receive compensation for Additional Services absent prior, written District approval. For all "Additional Services," as defined in Articles 2 and 6 of this Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours worked by Architect's staff by their standard billing rates as attached in Exhibit "A-2," or as otherwise specifically approved in advance by District.
- 4.2.2. Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.
- 4.3. Reimbursable Expenses.
- 4.3.1. Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below. Expenses must be approved by the District in writing prior to incurring same.
- 4.3.1.1. Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.
- 4.3.1.2. Expense of reproductions, postage and handling of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the

Architect's consultants) shall be at the rates described in Exhibit A-2 "Architect's Schedule of Hourly Rates and Charges."

- 4.3.1.3. Expense of data processing and photographic production techniques when used in connection with Additional Services.
- 4.3.2. Expense of additional renderings beyond the renderings agreed to in Section 5, model and /or mock-ups requested by the District.
- 4.4. Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on monthly basis upon approval by the District of the Architect's statement of services rendered and expenses incurred. Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses. Reimbursements shall be paid in accordance with Exhibit A-2, "Architect's Schedule of Hourly Rates and Charges."
- 4.5. Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within forty-five (45) days after proper submission by Architect.
- 4.6. The Architect's compensation shall be paid at the time and in the amount noted notwithstanding a delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor.
- 4.7. Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the phase of performance at which Architect's work stopped, proportionate to the degree of completion of Architect's work on such phase.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

5.1. General.

- 5.1.1. The Architect's Basic Services shall consist of the usual and customary on-site civil engineering, as well as mechanical, structural and electrical engineering services required to complete the project.

- 5.1.2. The Architect shall provide statements of probable construction cost described more fully hereinafter at each phase of his services, also as defined hereinafter. If such statements are in excess of the project budget, the Architect shall modify the proposed type, or quality of construction to come within the budgeted limit in consultation with District.
- 5.1.3. Whenever the Architect's services include the presentation to the District of a Statement of Probable Construction Cost, the Architect shall not include any contingency for change orders caused by errors or omissions in the final construction documents.
- 5.1.4. At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents.
- 5.1.5. The Architect shall assist the District and its consultants in applying for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by DSA, OPSC and CDE in connection therewith.
- 5.1.6. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the Project for approval by the District.
- 5.1.7. If the circumstances dictate, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the project may be deferred.
- 5.1.8. The Architect will review the budgeted amount of the project with the District and establish a tentative Project construction cost subject to later revision.

5.2. Consultants.

- 5.2.1. Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performances of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's consultants shall also make periodic reviews and evaluations of the site to determine general conformance with the Project design and specifications and shall participate in the final Project reviews and development of any "punch list" items.

5.2.2. District's Consultants. The Architect and Architect's consultants shall confer and cooperate with consultants employed by District.

5.3. Schematic Design Phase.

5.3.1. The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2. The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3. The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4. The Architect shall submit to the District a preliminary statement of probable costs based on current area, volume and other unit costs.

5.3.5. Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include but are not limited to: schematic design studies; site utilization plans; a description of the Project showing, among other things, the scale and relationship of the components of the Project; preparation of a written statement of probable costs and a written time schedule for the performance of the work that itemize constraints and critical path issues. Architect shall revise the written statement of probable costs and written time schedule for the performance of work as necessary to address changed conditions or start dates.

5.3.6 The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District.

5.4. Design Development Phase.

5.4.1. Following District's approval of the Schematic Design Documents and statement of probable costs, Architect shall provide necessary architectural and engineering services required by this agreement to prepare Design Development Documents fixing and describing the size and character of the Project and shall include, but are not limited to: site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials,

categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required.

- 5.4.2. The Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from CDE, DSA, OPSC (if applicable), the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any related applications, notices or certificates to public agencies. Architect shall provide a copy of all such documents to the District.
- 5.4.3. The Architect shall advise the District of any adjustments to the preliminary statement of probable costs based on current area, volume and other unit costs.
- 5.4.4. Architect, assisted by District's consultants, shall identify areas of construction for which unit pricing shall be required as part of the contractor's bid.
- 5.4.5. Architect shall provide, at no expense to the District, five sets of preliminary plans for the review and approval of the District and one set for each public agency having approval authority over such plans. Said plans shall be provided in the appropriate electronic format as designated by District.

5.5. Construction Documents Phase.

- 5.5.1. Following the District's approval of the Design Development Documents and any adjustments of the construction budget, the Architect shall prepare for the approval of District, Construction Documents consisting of working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes, colors, and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
 - 5.5.1.1. The Architect shall provide the District with draft copies of the Construction Documents at 33% and 66% stages of completion. District shall review and comment upon the draft copies of the Construction Documents in a timely fashion.
- 5.5.2. The Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for approval prior to their use.
- 5.5.3. The Architect shall submit the Construction Documents to DSA for plan check, and make the necessary corrections to secure DSA approval.
- 5.5.4. The Architect shall give the District, at the time of DSA approval of the final form of the construction documents, Architect's final statement of probable costs based on the then current OPSC approved or OPSC recognized building cost index. The District shall review such documents and, unless this Agreement is terminated in accordance with the provisions of Article 12, below, set a date for the opening of bids.

5.6. Bidding and Negotiations Phase.

- 5.6.1. Following State and District's approval of Construction Documents and District's acceptance of the Architect's final statement of probable costs, Architect shall reproduce the Construction Documents in the number requested by the District and distribute the Construction Documents among interested contractors. Architect shall also direct the obtaining of bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the Contract for Construction.
- 5.6.2. The Architect's statement of probable costs at the time of DSA approval of the construction documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that statement, the Architect's statement shall be escalated by the cost-of-construction in the then current OPSC approved or OPSC recognized building cost index.
- 5.6.3. Should the lowest bid received exceed Architect's final statement of probable costs (or amount adjusted according to the then current OPSC approved or OPSC recognized building cost index), as accepted by District by more than ten percent (10%), the Architect shall, on request by District and as part of the Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such final statement of probable construction costs. Such changes in plans and specifications are Architect's only obligation in this regard. In making such changes, Architect will exercise the Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's statement of probable costs. The Architect may include in the construction documents one or more additive or deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's estimate.
- 5.6.4. The Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum professional requirements to allow the contractor to bid on the Project.

5.7. Construction Phase.

- 5.7.1. The construction phase shall begin on the date of the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed substantially complete upon District's approval of Architect's final certificate for payment to the contractor, provided that such certification and payment shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement by Architect. Except as provided elsewhere, Construction phase services provided by Architect after the Project completion date established in the Construction Contract, including any extensions of time granted the

Contractor, are additional services provided the delays in completing the work are beyond the control of the Architect.

- 5.7.2. The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the Contractor; however, the Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.
- 5.7.3. The Architect shall provide technical direction to a full time Project Inspector employed by and responsible to the District.
- 5.7.4. The Architect will endeavor to secure compliance by contractors with the contract requirements, but he does not guarantee the performance of their contracts.
- 5.7.5. The Architect, as part of his basic professional services, will provide advice to the District on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the project.
- 5.7.6. Communication Procedures.
 - 5.7.6.1. The Architect will serve as the District's representative continuously during construction and until final payment. The Architect shall be the District's designated representative regarding all design issues.
 - 5.7.6.2. The Architect shall copy the District on all correspondence that it sends to the Contractor.
 - 5.7.7. The Architect shall provide direction to District's Project Inspector as to the interpretation of Contract and Construction Documents.
 - 5.7.9. The Architect shall require the Contractor to prepare an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) and any changes or deviations in the work described in the Construction Documents, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the contract documents. In the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty to notify the District immediately in writing.
 - 5.7.10. The Architect shall require the contractor to prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* and provide a copy of all such notifications to the District.

- 5.7.11. The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Architect may perform its functions under the Contract Documents.
- 5.7.12. In the discharge of its duties of observation and interpretation, the Architect shall advise the Contractor of its contractual obligation to comply with the Construction Documents, and shall endeavor to guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District concerning the Contractor's compliance with the Construction Documents and shall assist the District in securing the Contractor's compliance. The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Construction Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector.
- 5.7.13. The Architect shall notify the District promptly of any discovered significant defects in materials, equipment or workmanship, and of any discovered default by any Contractor in the orderly and timely prosecution of the Project of which it becomes aware during the Construction Phase.
- 5.7.14. The Architect shall review and take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Construction Documents. The Architect will have the authority to reject work and materials which do not conform to the Construction Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Construction Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Construction Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also have authority to approve substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Construction Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness so as to cause no delay, and in no case longer than fourteen (14) days.
- 5.7.15. The Architect shall require any Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation by appropriate language to be included in the bid documents, as agreed upon by Architect and the District.

- 5.7.16. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or hired by the Architect, unless due to the Architect's failure to direct appropriate action, the Architect's failure to exercise due care, or the Architect's failure to follow the terms and conditions of this agreement.
- 5.7.17. The Architect shall prepare written monthly reports to the District regarding the progress of work during all pre-construction phases. During the Construction Phase, the Architect shall prepare written reports for each regularly scheduled meeting of the Governing Board and shall give oral reports to District staff before or after each site meeting. The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project.
- 5.7.18. The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude asbestos, lead paint and other hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing.
- 5.7.19. The parties recognize, however, that Architect is not trained or licensed in the recognition or remediation of Hazardous Substances. With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or other-wise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith. When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects in such projects by the OPSC.
- 5.7.20. Based on the Architect's observations and an evaluation of each Project Application for Payment, the Architect will determine the amount owing to the Contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the Construction Documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that the quality of the Project is in accordance with the Construction Documents based upon Architect's periodic observations and that the Contractor is entitled to payment in the amount certified.

- 5.7.21. Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating claims, disputes and other matters in question between the Contractor and the District, including, but not limited to, claims made against the District as a result of Architect or Architect's consultants' errors and omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. The Architect shall render written opinions to the District within a reasonable time on all such claims, disputes and other matters.
- 5.7.22. The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.
- 5.7.23. The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows.
- 5.7.24.1. District initiated changes. If a change order is requested by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District from the Contractor but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.
- 5.7.24.2. Change orders due to Architect negligence. When a change order is necessitated as a result of negligence in the exercise of Architect's professional duties, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents.
- 5.7.24.3. Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.
- 5.7.25. If a change order is necessitated as a result of the negligence in the exercise of the Architect's professional duties, the Architect shall not receive any fee with respect to such change order. Also, the Architect shall be responsible for the cost of the following:
1. the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents; and
 2. any delay charges which the District incurs as a result of the negligence.

- 5.7.26. NOTE: This section is awaiting language from DLR.
- 5.7.27. The Architect shall determine the dates of substantial and final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor.
- 5.7.28. The Architect shall issue the certificate of substantial completion and final certificate for payment to the Contractor and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Construction Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.
- 5.7.29. The Architect shall assemble and deliver to District all written guarantees, instruction books, computer software programs, diagrams and charts required of Contractors and provide the District with one set of reproducible drawings, Record Drawings described in Paragraph 5.7.9 upon issuance of the Architect's certificate of completion.
- 5.7.30. The Architect shall be responsible to the District for the utility, economy, durability and aesthetics of the Project within the budget established by the District.
- 5.7.31. Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act and with handicapped access requirements of the California Building Code, all as determined and enforced by the Division of the State Architect, in reviewing Architect's plans and specifications for this Project. The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or hired by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to handicapped access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty to notify the District immediately in writing of the possible non-compliance.
- 5.7.32. Project construction cost as used in this agreement means the total cost to the District of all work designed or specified by the Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants, for costs of inspections, surveys, tests, and site landscaping not included in project.
- 5.7.33. When labor or material is furnished by the District below its market costs, the project construction cost shall be based upon current market cost of labor and new material.
- 5.7.34. The project construction cost shall be the acceptable statement of construction costs to the District as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.

- 5.7.35. Statements of Construction Cost shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the project construction cost is affected by the labor and/or material market as well as other conditions beyond the control of the Architect or District.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

- 6.1. The services described in this Article 6 are not included in Basic Services, and they shall be paid for by the District as provided in this Agreement, in addition to the compensation for Basic Services. If services described under the following subparagraphs are required due to circumstances beyond the Architect's control, the Architect shall notify the District prior to commencing such services. If the District deems that such services described under the following subparagraphs are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Additional Services are not required, the Architect shall have no obligation to provide those services. In no instance shall the fee for additional services be higher than the fee would be for the same scope of work had the work been performed under the Basic Service section.
- 6.2. The following list of services are not included in the Basic Services to be provided under this Agreement, and they will be performed only in accordance with 6.1, above:
1. providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the District's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Article 5.
 2. providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;
 3. providing coordination of Projects performed by separate contractors or by the District's own forces;
 4. providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is party thereto;
 5. making revisions in Drawings, Specifications or other documents when such revisions are:
 - a. inconsistent with approvals or instructions previously given by the District, including revisions made necessary by adjustments in the District's program or Project budget;

- b. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 6. providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;
- 7. providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the District or Contractor under the Contract for Construction;
- 8. providing services after issuance to the District of the final Certificate for Payment;
- 9. at the District's request, selecting moveable furniture, equipment or articles which are not included in the Construction Documents.
- 10. at the District's request, providing artist's renderings of prospective designs for the project.
- 11. civil engineering services that may be required by the City of Chico for off-site road or utility improvements. Off-site driveway entrances required for access to on-site parking and drive improvements will be included as Basic Services.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

- 1. provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling;
- 2. pay all fees required by any reviewing or licensing agency;
- 3. designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Construction Documents. The District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project.
- 4. furnish, at the District's expense, the services of a Project Inspector;
- 5. review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;
- 6. issue appropriate orders to Contractors through the Architect;

7. furnish existing soil investigation or geological hazard reports which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;
8. provide information regarding programmatic needs and specific equipment selection data;
9. furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract and Construction Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect;
10. furnish prompt notice of any fault or defects in the Project or non-conformance with the Construction Documents of which the District becomes aware;
11. furnish all legal advice and related services required for the project; and
12. notify the Architect in writing of apparent deficiencies in materials or workmanship during the Contractor's one year guarantee period.
13. the District shall procure a certified survey of the site, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.
14. the District shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- 8.1. Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a Certificate of Insurance for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the

Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account or injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on Commercial General & Automobile Liability policies.

- 8.2. The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, One Million Dollars (\$1,000,000) personal and advertising injury aggregate, with a per occurrence limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.
- 8.3. The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage.
- 8.4. At the time of making application for any extension of time, the Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.
- 8.5. If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.
- 8.6. Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.
- 8.7. Each of the Architect's consultants shall comply with this Article, and the Architect shall include such provisions in its contracts with them.

9. WORKERS COMPENSATION INSURANCE

Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers'

Compensation Laws of the State of California. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self- Insurance satisfactory to the District.

10. ERRORS AND OMISSIONS INSURANCE

Professional Liability Insurance covers errors and omissions and wrongful acts by Architect in the performance of the work. For Architect, such insurance shall bear a combined single limit per claim of not less than \$500,000 or the constructed value of the project, whichever is greater; or not less than \$1,000,000 if the constructed value is greater than \$1,000,000. For Consultant retained by Architect, such insurance shall bear a combined single limit per occurrence of not less than \$500,000 or the amount of Consultant's Subcontract, whichever is greater. Professional Liability Insurance is not required for conceptual or preliminary type of work or for interior design of the work. Such insurance shall remain in full force and effect for the same period as the Commercial General Liability Insurance.

11. COMPLIANCE WITH LAWS

Architect shall be familiar with and shall exercise due and professional care to comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project.

12. TERMINATION OF AGREEMENT

- 12.1. Termination by District. This Agreement may be terminated or the Project may be cancelled by the District at any time for any or no reason immediately upon written notice to the Architect. In such event, the Architect shall be compensated for the services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.
- 12.2. Termination by Architect. This Agreement may be terminated by the Architect upon written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's substantial failure to perform, status of work completed as of the date of termination together with a description, and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for

services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

12.3. Termination - Miscellaneous.

12.3.1. Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2. In the event of the termination of this Agreement for any or no reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium or expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to the Agreement shall immediately, upon request by the District, be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever including, but not limited to, a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

13. ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

14. STANDARDIZED MANUFACTURED ITEMS

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

15. OWNERSHIP OF DOCUMENTS

- 15.1. All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement are instruments of service but shall remain the property of the District pursuant to Education Code §17316.
- 15.2. The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District.

16. LICENSING OF INTELLECTUAL PROPERTY

- 16.1. This Agreement creates a non-exclusive perpetual license for the District to copy, use, modify, reuse or sub-license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
- 16.2. Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect prepared or causes to be prepared to this Agreement. Architect shall indemnify and hold the District harmless pursuant to Paragraph 18.1 of this Agreement for any breach of this Article. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents or any other works of authorship fixed in any tangible medium of expression including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

17. ACCOUNTING RECORDS OF ARCHITECT

The Architect's records of accounts regarding the Project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

18. INDEMNITY

- 18.1. Architect Indemnification. The Architect shall defend, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all costs and expenses including, but not limited to, attorney's fees and litigation costs, claims, suits and liability resulting from, arising out of, or in any way connected with any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement.
- 18.2. District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or reuse of that former design professional's design or construction documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually redraws or completes such other designs or construction documents; (b) Architect complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or construction documents in question.
- 18.3. District Indemnification for Re-Use of Architect's Contractual Product. The District shall defend, indemnify and hold harmless the Architect and its employees against any and all claims arising out of reuse, by the District or any of its agents, of Architect's designs or construction documents as described in Paragraph 16.1 of this Agreement.

19. TIME SCHEDULE

- 19.1. Time for Completion. Time is of the essence of this Agreement. The Architect shall put forth the Architect's best efforts to complete the Project according to the schedule attached as Exhibit "B" to this Agreement.
- 19.2. Delays. The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed

in the Architect's work by acts of District or its employees or those in direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. If the delays resulting from any such causes increase the cost required for the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in compensation.

20. MISCELLANEOUS PROVISIONS

- 20.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Butte County, California provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- 20.2. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement excepting preparation of portions of the Construction Documents by duly licensed professional consultants without the prior written consent of the District.
- 20.3. If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.
- 20.4. All notices, certificates, or other communications hereunder shall be deemed given when: a) personally delivered; b) mailed by postage prepaid certified mail; or c) e-mail or facsimile, when accompanied by a proof of delivery and receipt, to the parties at the addresses set forth below:
- | | |
|------------|--|
| District: | Chico Unified School District
1163 East Seventh Street
Chico, California 95928 |
| Architect: | DLR Group
1050 20 th Street, Suite 250
Sacramento, CA 95811 |
- 20.5. This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.
- 20.6. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- 20.7. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
- 20.8. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.
- 20.9. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- 20.10. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this
day of _____, 2008

ARCHITECT:

DLR GROUP

DISTRICT:

CHICO UNIFIED SCHOOL DISTRICT

By: _____
Jon P. Anderson, Architect

By: _____
Jan Combes
Assistant Superintendent - Business Services

EXHIBIT "A-1"**ARCHITECT'S FEE SCHEDULE**

The Architect's fee is determined as follows based on a preliminary budget for construction cost of \$9,750,000:

<i>Contract Amount</i>		<i>% Rate</i>		<i>Fee</i>
first \$1,000,000	x	9%	=	\$ 90,000
next \$1,000,000	x	8.5%	=	\$ 85,000
next \$2,000,000	x	8%	=	\$ 160,000
next \$8,000,000 (\$5,750,000)x		7%	=	\$ 402,500
<u>next \$8,000,000 (N.A.)</u>	x	6%	=	<u>\$ 0</u>
				\$737,500