

**EXHIBIT "B"**

**CRITERIA AND BILLING FOR EXTRA SERVICES**

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

- A. Making revisions in master plan drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of Contractor(s), including services for extended construction administration when contractor exceeds schedule duration.
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by Contractor(s) and after Consultant has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Consultant shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Consultant to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Consultant is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates equate to the same rates as stipulated in the RFQ, Section 7, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement or while Consultant remains in the pool, whichever is greater.

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	
Project Director	
Senior Project Architect and/or Engineer	
Intermediate Project Architect and/or Engineer	
Project Manager	
Job Captain	
Junior Designer	
Junior Architect and/or Engineer	
Intern Architect and/or Engineer	
Other: Senior Auto CAD	
Other: Intermediate AutoCAD	
Other: Assistant AutoCAD/Drafting	
Other: Interior Designer	
Other: Clerical	
Other:	
Other:	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

**EXHIBIT "C"**

**SCHEDULE OF SERVICES**

- A. Promptly after the execution of this Agreement, Consultant shall prepare and submit for approval to the District a Schedule of Services showing the order in which Consultant proposes to carry out Consultant's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Consultant shall update the Schedule of Services monthly and deliver two (2) hard copies and one (1) electronic copy to the District along with the monthly billing.
- B. Consultant shall complete all Services required under the Agreement within      **calendar days** after written authorization from the District to proceed.
- C. Consultant shall complete Services required under the Schematic Design Phase within      **calendar days** after written authorization from District to proceed.
- D. Consultant shall complete Services required under the Design Development Phase within      **calendar days** after written authorization from District to proceed.
- E. Consultant shall complete Services required under the Construction Documents Phase within      **calendar days** after written authorization from District to proceed and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
  - 1. 50% Submittal Package      **calendar days**
  - 2. 100% Submittal Package      **calendar days**
  - 3. Final Contract Documents after Final Back-Check Stage      **calendar days**
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.

All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Consultant shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District. Consultant shall only be compensated for time extensions that go beyond the Schedule of Services that are approved and authorized in writing by the District.

**EXHIBIT "D"**  
**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Consultant as provided herein shall be full compensation for all of Consultant’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Consultant shall be as stated in Article 6 of the Agreement.
3. District shall pay Consultant as follows for all Services contracted for under this Agreement (RFP will stipulate breakdown per project structure)

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Pre-Design/Architectural and/or Engineering Program Development Phase	2%
Schematic Design Phase	10%
Design Development Phase	15%
Construction Documents Phase-Submittal to DSA	20%
Approval by DSA	15%
Bidding Phase	3%
Construction Administration Phase	20%
Close-Out Phase: Generate Punch List (1%) Sign off Punch List (1%) Receive and Review All M&O Documents (1%) Filing All DSA Required Close-Out Documents (4%) Receiving DSA Close-Out, including DSA approval of the final set of Record Drawings (8%)	15%
<b>TOTAL BASE COMPENSATION</b>	<b>100%</b>

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District’s authorized representative.
2. Consultant shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Consultant shall submit to the District for approval a copy of the Consultant’s monthly pay request format.
4. Upon receipt and approval of Consultant’s invoices, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
  - a. **Pre-Design/Architectural and/or Engineering Program Development Phase:** Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural and/or Engineering Program.
  - b. **For Schematic Design Phase:** Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

- c. **For Design Development Phase:** Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
- d. **For Construction Documents Phase:** Monthly payments for percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
- e. **For Bidding Phase:** Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District’s award of the bid.
- f. **For Construction Administration Phase:** Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon the District’s notice of completion.
- g. **For Close-Out:** Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this Phase.
- h. **Format and Content of Invoices:** Consultant acknowledges that the District requires Consultant’s invoices to include detailed explanations of the Services performed. For example, a six-hour charge for “RFI’s” and “COP’s” is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector	.8 hours
Review COP 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COP 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COP 11 for review by district, CM, IOR.	1.2 hours

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Consultant shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, his agents, representatives, employees and Consultant(s). Consultant's liabilities, including but not limited to Consultant's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Consultant's failure to maintain or renew coverage or to provide evidence coverage or of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
  2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  3. **Workers' Compensation Liability.** For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. **Employer's Liability Insurance.** For all of the Consultant's employees who are subject to this Agreement, Consultant shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Consultant shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her Consultant(s) on a Claims Made basis for two million dollars (\$2,000,000) aggregate limit subject to no more than ten thousand dollars (\$10,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.
- D. **Deductibles and Self-Insured Retention:** Consultant shall inform the District in writing if any deductibles or self-insured retention exceeds fifty thousand dollars (\$50,000). At the option of the District, either:
1. The District can accept the higher deductible;
  2. Consultant's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
  3. Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. The District, its Governing Board, representatives, consultants, trustees, officers, officials, employees, agents, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects to General Liability arising out of activities performed by or on behalf of the Consultant; Instruments of Service and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  2. For any claims related to the projects, Consultant’s insurance coverage shall be primary insurance as respects the Additional Insureds.
  3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  4. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
  6. That the insurer waives the right of subrogation against the District and the Additional Insureds.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Consultant shall inform the District in writing if any of its insurer(s) have an A.M. Best’s rating less than A:VII. At the option of the District, the District may either:
1. Accept the lower rating; or
  2. Require Consultant to procure insurance from another insurer.
- G. **Verification of Coverage:** Prior to commencing with its provision of Services under this Agreement, Consultant shall furnish District with:
1. Certificates of insurance showing maintenance of the required insurance coverages; and
  2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

**EXHIBIT "F"**

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between Alhambra Unified School District ("District") and \_\_\_\_\_ ("Consultant") ("Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_  
Proper Name of Consultant: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**EXHIBIT "G"**

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code sections 2200-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END

OF

DOCUMENT



**EXHIBIT "H"**

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION**

PROJECT: \_\_\_\_\_ Alhambra Unified School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ ("Consultant") ("Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Consultant currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the contract (check all that apply):

\_\_\_\_\_ The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services for the Project, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Project is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the work site, that will limit contact between Consultant's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

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

\_\_\_\_\_ The work on the Project is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

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

Proper Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**EXHIBIT "I"**

**ROOFING PROJECT CERTIFICATION**

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to District prior to the time professional services are engaged.

Certification of:  Architect  Engineer  Roofing Consultant  Other \_\_\_\_\_

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, certify that I have  
[Name] [Name of Firm]

not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
[Name] [Name of Firm]

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, and \_\_\_\_\_, have the following  
[Name] [Name of Firm]

financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

---

---

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date:

Proper Name of Firm:

Signature:

Print Name:

Title:

END OF DOCUMENT