

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950

Request for Statements of Qualifications (“RFQ”)
For Engineering Services
For Future Modernization Projects and
Miscellaneous District Projects

RFQ Issued:	April 9, 2026
Responses Due:	April 30, 2026
Selection by Governing Board:	May 21, 2026

Request for Qualifications (“RFQ”)
For Engineering Services
For Future Modernization Projects and Miscellaneous District Projects

The Governing Board (the “Board”) of the Pacific Grove Unified School District (the “District”) is seeking statements of qualifications from qualified providers of engineering services (i.e. civil, structural, mechanical/plumbing, electrical, telecommunications/data, fire protection, and commissioning services) from interested firms for future modernization projects and miscellaneous District projects (“Projects”). The District seeks to compile a list of qualified engineers (“List”) from which the District may select, on an as-needed basis, individuals or firms to provide engineering services for one or more of the Projects.

1. Critical Dates

Submittal Due Date:

All responses must be received electronically **no later than April 30, 2026, at 2:00:00 p.m. (PDT)** by:

Cody Carpino, Director
Brailsford & Dunlavey, Inc.
Email: CCarpino@bdconnect.com.

No hard copies will be accepted. It is the responsibility of each provider to ensure the statement of qualifications arrives successfully either via email or a share file link.

Submittals not received by the deadline will be returned unopened.

Interview Date:

No interviews are planned at this time, but the District reserves the right to schedule interviews at a later time.

Timeline:

The District anticipates the following timeline for creation of the List (these dates are subject to change):

April 9, 2026	RFQ issued by the District found at the following web address: https://www.pgusd.org/Parents--Community/Facilities/BID-OPPORTUNITIES/index.html
April 23, 2026	Questions regarding the RFQ due at 4:00:00 p.m. (PDT)
April 27, 2026	Last Day for an Addendum to the RFQ
April 30, 2026	Proposals due by 2:00:00 p.m. (PDT)
May 12, 2026	Notify each engineer whether it has been included in the proposed List, pending Board approval
May 21, 2026	Board approves List and Agreements of each engineer included in List

2. Anticipated Project Description

See attached Board approved Measure B master list of anticipated projects under Attachment B.

3. Scope of Work

The engineers' responsibilities on each District Project shall include, but not be limited to, the following:

- Thoroughly investigate and prepare scope for the Project
- Establish a master timeline for the Project
- Organize a design process involving a design committee of staff, teachers, citizens, students and others
- Prepare drawings and specifications according to applicable requirements
- Utilize building materials suitable for climate zone
- Prepare and validate cost estimates
- Obtain needed approvals from state and local officials, including timely approval by Division of State Architect and State Fire Marshal
- If Project is competitively bid - prepare, issue, supervise opening and evaluation of bids
- If Project is delivered pursuant to the authority granted by Education Code section 17406, work with Project contractor in evaluating plans and provide revisions as necessary during the planning phase
- Coordinate with others
- Resolve construction problems and issues as they arise
- Support timely completion of construction and punch list
- Coordinate contract signoffs, warranty filings and closeout including with Division of the State Architect

On each District Project, the engineer will be expected to perform the scope of services described in the engineer agreement accompanying this RFQ (*Attachment A*), which will be the form of agreement that the engineer must execute. Any statement of qualifications and proposal submitted in response to this RFQ must be based on the scope of services, obligations, and other terms of this RFQ and the attached engineer agreement.

If a proposing firm would like to suggest any edits to the agreement form, they must be submitted ***at least 10 calendar days ahead of the proposal deadline*** to allow the District time to consider the suggestion and, if a revision is made, issue an addendum to all proposing firms. No proposed edits will be considered after this deadline or after submittal of proposals.

4. Statement Format and Content

If an engineer has any questions other than questions about the form of agreement (see above), it must submit them at least seven (7) calendar days before the proposals are due to allow the District to review and decide whether to issue an addendum to the RFQ.

The statement of qualifications should be clear, concise, complete, well organized, and demonstrate respondent's ability to follow instructions.

The statement of qualifications must be provided electronically ONLY, with no more than 30 single-sided pages in total length.

All respondents are requested to follow the order and format specified below. Please bookmark each section of the submittal to correspond to the numbers/headers shown below.

The cover shall include the RFQ's title and submittal due date, the name, address, fax number, and the telephone number of responding firm (or firms if there is a joint venture or association). The cover should also identify the proposed lead engineer for the Project and the engineering discipline(s) the statement of qualifications is responding to.

The table of contents shall include complete and clear listings of headings and pages to allow easy reference to key information.

The following sections should be included in the statement in the order listed:

A. Cover Letter

A cover letter signed by an authorized officer of the firm submitting the statement of qualifications or signed by another person with authority to act on behalf of and bind the firm. Indicate contact person(s) for this Project.

B. Mandatory Qualifications

Respondents must hold an engineer's license which is current, valid and in good standing with the State of California. Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Provide the following information for each license:

1. Name of license holder exactly as on file.
2. License number, issuance date, and expiration date.
3. Whether license has been suspended or revoked in the past 5 years. If so, explain.

Public Works Registration Requirement: The firm is required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and provide proof of DIR registration. Firms must be registered with the DIR prior to the due date for submittals on this RFQ. Failure of a firm to be registered by the response due date will render the response non-responsive.

C. Organization, Credentials, and General Background

Please provide a brief history of your organization, including:

1. Number of years the organization has been in business.

2. Location of office that will perform the work required by this Request for Statements of Qualifications.
3. Engineering discipline and a list of basic services provided by your organization.
4. List the name and address of your current legal counsel, and generally describe the services provided by him/her. Also list any other legal counsel that has represented you during the last three years.

D. School Facilities Planning and Design Experience

Describe the experiences/background of your organization in providing design and contract administration services for public school facilities as required by this Request for Statements of Qualifications. Provide a list of similar educational projects performed over the last 5 years, including start and finish dates, project cost, contractor, owner, and owner contact information.

E. Past Performance Record

If any of the following has occurred, please describe in detail the circumstances for each occurrence:

1. Failure to enter into a contract once selected/awarded.
2. Withdrawal of a proposal as a result of an error.
3. Termination or failure to complete a contract.
4. Debarment by any municipal, county, state, federal or local agency.
5. Involvement in litigation, arbitration or mediation.
6. Conviction of the firm or its principals for violating any federal or state law related to engineering practice or contract performance.
7. Knowing concealment of any deficiency in the performance of a prior contract.
8. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
9. Willful disregard for applicable rules, laws or regulations.

F. Project Team

1. Identify key team members of the Project team and provide their qualifications.
2. Describe how the Project would be staffed.
3. Identify all of your proposed consultants (if any) for the Project and provide their qualifications.
4. Provide an organization chart for the Project.
5. List the percentage of your firm's basic services on the Project that will be performed by DVBE (if DVBE is required by Education Code §17076.11); and if that percentage is less than 3%, submit a verified description of your good faith efforts to include DVBE in your team. Use the District's forms (see Attachment C).
6. Include an executed Fingerprinting Notice and Acknowledgement form (see Attachment D).

G. Client Satisfaction/References

Provide a list of at least five educational client references for which your organization has performed design services similar to those required by this RFQ. References must include:

1. Name, address, telephone number, and a contact person of the project owner.
2. Name, address, telephone number and a contact person for the contractor(s) working on the project(s).
3. Describe the project(s) on which your organization provided services, including costs.

H. Insurance

Attach a letter from your insurance company indicating your firm's ability to provide insurance. The following is a tentative schedule:

1. A.M. Best financial rating of A: _____
2. Commercial General Liability Insurance: Commercial general Liability Insurance shall be at least as broad as Insurance Services office General Liability Coverage (Occurrence Form CG 0001), with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
3. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), with coverage limits of at least One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
4. Workers' Compensation and Employer's Liability Insurance: The selected engineer shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on the Project, in accordance with the "Workers Compensation and Insurance Act," Division IV of the California Labor Code. The selected engineer shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
5. Errors and Omissions Insurance: Errors and omissions insurance on an claims made basis with a limit of at least One Million Dollars (\$1,000,000) with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000).
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State.

I. Current and Contracted Projects

Attach a list of your firm's projects currently underway and those contracted for but not yet underway. List actual or expected start and completion dates of the projects and explain how your firm will be able to effectively manage and perform the District's Project while also managing and performing the listed projects.

J. Proposed Compensation

Describe your firm's rates and fees for professional services for all proposed members of the firm who will provide services in response to this RFQ. Include rates for all expected fees associated with the work, including travel expenses, copying and printing costs, etc.

5. Selection Process

- A. The purpose of this RFQ is to enable the District to identify the List of firms with whom the District may select for various Projects pursuant to the attached engineer agreement.
- B. The District will use the selection and negotiation process outlined below. A review and selection committee composed of key District officials and consultants will review and evaluate all submittals and may conduct interviews.
- C. Statements and proposals will be opened privately to assure confidentiality and to avoid disclosure of the contents to competing respondents prior to and during the review, evaluation, and negotiation processes. However, to the extent that the submittals are public records under California law, they may be subject to release to members of the public if specifically requested under applicable law.
- D. The following items will be considered by the District in the evaluation and selection process:
 - Conformance of the submission to the specified format.
 - Organization, presentation, and content of the submission.
 - Qualifications and experience, especially on public school construction.
 - Ability to work with diverse decision makers.
 - Creative problem-solving capabilities.
 - Experience with a variety of construction delivery methods.
 - Strength of client recommendations.
 - Capacity and commitment to provide services to client.
 - Performance on past projects.
 - Proven experience related to project management responsibilities.
 - Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner within the District's financial constraints and time frames.
 - Cost of services.
 - Professional reputation for timeliness of work, client relationships, and accuracy of cost estimates.
 - Reasonableness of proposed compensation for all engineering services for the entire Project, including the amount of the not-to-exceed cap.

6. Interviews, Selection, and Contract Negotiations

The District may, but is not obligated to, conduct interviews with the engineers that respond to this RFQ. If conducted, the interviews will be held on a date and time to be determined at the District Office, 435 Hillcrest Avenue, Pacific Grove, CA, 93950. At the time of the interview, the engineer's design team will be required to attend.

The District will evaluate interested firms and recommend one or more firms to be placed on its pre-qualified List of Engineers from which the District will be able to select one or more engineers to provide the services necessary to serve the District for the Projects contemplated herein. Submission of a proposal does not guarantee inclusion on the List. Inclusion on the List does not guarantee selection for any District Project during the effective term of the List. Inclusion on the List in one year also does not guarantee inclusion on the List in subsequent years. The District reserves the right to select a different engineer for each Project. The District reserves the right to include or not include any of the aforementioned Projects.

All work will be coordinated with the designated District employee(s) and/or bond program manager of Ausonio, Inc. and Brailsford & Dunlavey, Inc. as specified on a per-Project basis. No preference will be given to any firm or individual because of that firm or individual's past dealings, including contracts, with the District. Only complete packages submitted in response to this RFQ and the subsequent selection process will determine which firms or individuals will be included on the List. Other than the amount of compensation, the terms of the engineer agreement (*Attachment A*), including the compensation structure, are not negotiable, suggested edits to the agreement will not be considered after the deadline in Section 3 above, and an engineer's submittal of a proposal shall be deemed acceptance of the agreement's terms.

7. General Information

Amendments: The District reserves the right to cancel or revise this RFQ in part or in its entirety. If the District cancels or revises the RFQ, all respondents will be notified by addenda. The District also reserves the right to extend the date responses are due or postpone the interview date (if deemed applicable).

Inquiries: Any questions concerning this RFQ or selection process may be directed to Cody Carpino, Director, Brailsford & Dunlavey; email: CCarpino@bdconnect.com. Replies involving any substantive issues will be issued by addenda and posted on the Pacific Grove Unified School District website at <https://www.pgusd.org/Parents--Community/Facilities/BID-OPPORTUNITIES/index.html>.

8. Special Conditions

Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Costs: Costs of preparing a statement in response to this RFQ are solely the responsibility of the Respondent.

Limitations: This RFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of a statement pursuant to the RFQ, or to procure or contract for work. The District reserves the right to waive any irregularities in the statements received pursuant to this RFQ, or in the process outlined herein for selection of an engineer for the Project.

Sanctions in Response to Russian Aggression: See the requirements for such sanctions in the Agreement attached to this RFQ.

ATTACHMENT A

FORM OF AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT
FOR
ENGINEERING SERVICES
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
_____ *[ENGINEERING FIRM]*

_____, 2026

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, California 93950

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**AGREEMENT
FOR
ENGINEERING SERVICES**

This agreement for engineering services (“Agreement”) is between the Pacific Grove Unified School District, a California public school district (the “District”), and _____, license number _____ [Engineering Firm’s Name] (the “Engineer”), with respect to the following recitals:

- A. District proposes to undertake the construction of multiple improvement projects which require the services of a duly qualified and licensed engineer.
- B. Engineer represents that Engineer is licensed to provide engineering services in the State of California and is specially qualified to provide the services required by the District, including design and construction oversight of public school(s).
- C. The Parties have negotiated the terms under which Engineer will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are related to the Project and provided by Engineer and authorized in writing by the District, and as further defined in Article 6 below.
- 1.2 **Agreement.** “Agreement” shall mean this Agreement for Engineering Services.
- 1.3 **Basic Services.** Engineer’s Basic Services consist of the investigation, design and construction oversight services normally required to complete the Project, as further defined in Article 5.
- 1.4 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between District and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.
- 1.5 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.
- 1.6 **District.** “District” shall mean Pacific Grove Unified School District, and its governing board members, employees, agents and authorized representatives.

1.7 **Engineer.** “Engineer” shall mean _____, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean the works of improvement, including the construction and post-construction closeout thereof, including the Engineer's services thereon, added by an amendment in the form of *Exhibit A or B*, as described in this Agreement including but not limited to Article 3.

1.9 **Project Construction Cost.** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Engineer under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Engineer’s recklessness; willful misconduct; and acts, errors, or omissions in breach of this Agreement, the applicable standard of care, or law.

ARTICLE 2 RETENTION OF ENGINEER; STANDARD OF CARE; TERM

2.1 District retains Engineer to perform, and Engineer agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the engineering services specified in this Agreement and related incidental services. The Engineer agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The term for the performance of Basic and Additional Services (“Services”) shall be the duration of the Project (“Term”), and Engineer shall complete the Services within the Term. All services performed by the Engineer under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by engineers in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Engineer shall be responsible for the completeness and accuracy of its plans and specifications.

ARTICLE 3 DESCRIPTION OF PROJECT

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

[Project description]

The project [insert "is" or "is not"] intended to be split into multiple prime contracts.

ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Engineer shall be compensated according to its hourly rate schedule (Section 4.8, below). Engineer's total compensation for its Basic Services shall not exceed \$_____, which is Engineer's estimate of the maximum total cost of its Basic Services on the Project, based on its _____, 20___, fee estimate. However, Engineer will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Engineer acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the foreseeable event that more time and costs may be necessary to complete the Basic Services.

4.2 **Additional Services.** Engineer may invoice separately for Additional Services if provided by Engineer under Article 6, and Engineer's total contingency compensation for Additional Services shall not exceed \$_____. However, Engineer will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Engineer's performance of Basic or Additional Services under this Agreement. Engineer may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Engineer and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Engineer must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Engineer shall be reimbursed by District for its Reimbursable Expenses on the Project. Engineer's total reimbursement for Reimbursable Expenses shall not exceed \$_____, which is Engineer's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 The total not-to-exceed price under this Agreement based on Sections 4.1, 4.2, and 4.3 above is \$_____. For services satisfactorily performed, payment for Basic Services, Additional Services, and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Engineer's properly documented and submitted invoices. To be "properly docu-

mented and submitted,” an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person’s rate of compensation. Engineer’s invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District disputes a portion of a properly submitted invoice, it shall notify Engineer of the dispute and, upon Engineer’s request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Engineer shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Engineer shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Engineer cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Engineer otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Engineer's compensation shall be paid notwithstanding a Contractor-caused 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. However, District may withhold from payments to Engineer to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Engineer is responsible under Section 5.7.20. If the total amount invoiced by Engineer reaches the not-to-exceed Basic Services amount before Engineer’s Basic Services under this Agreement are complete, Engineer must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Engineer shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Engineer's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Engineer’s records and files regarding, or relating to, any of the work performed by Engineer for District on this Project during or after the Project. Engineer shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Engineer will be responsible for Engineer's consultants keeping similar records. District shall be given reasonable access to Engineer’s Project related records and files for audit purposes within ten (10) days of receipt of District’s request. Engineer shall keep and maintain those records and files for ten (10) years.

4.8 Engineer’s hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Engineer shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

ARTICLE 5
BASIC SERVICES TO BE RENDERED BY ENGINEER

5.1 General

5.1.1 Engineer's Basic Services consist of the investigation, design, and construction oversight services normally required to complete the Project. The District shall have the right to add or delete from the Engineer's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Engineer shall expeditiously and diligently perform all of its work and obligations under this Agreement. Engineer may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Engineer acknowledges that its priority is to complete the Project and the Engineer's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Engineer shall review the estimate described more fully below at each phase of Engineer's services, also as defined below. If such estimates are in excess of the Project budget, the Engineer shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Engineer's services include the presentation to the District of Project Construction Cost, the Engineer shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Engineer shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Engineer and Engineer's consultants shall cooperate with District and the District's consultants in verifying that Engineer's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Engineer shall attend those meetings.

5.1.6 The Engineer shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Engineer's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Engineer shall provide a minimum of [redacted] () full-time employees before construction commences, and [redacted] () full-time employees after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Engineer shall be qualified to perform the services for which they are provided. Engineer shall obtain District's written approval of each employee of Engineer who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon [redacted] () days' written notice, cause Engineer to remove a person from the Project if he/she has failed to perform to

District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Engineer shall provide them immediately.

5.1.8 Engineer is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Engineer shall be fully licensed as required by law at all times when providing services under this Agreement.

5.2 Consultants

5.2.1 Engineer's Consultants. The Engineer shall employ or retain at Engineer's own expense, engineers and other consultants necessary to Engineer's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Engineer for this Project shall be approved by District prior to their commencement of work. The Engineer's consultants shall be employed or retained 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 Engineer's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Engineer must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Engineer shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 The Engineer shall procure a certified survey of the site if required, 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, dimensions and floor elevations of existing buildings, other 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 customarily referenced to a project benchmark 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 Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 Engineer 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 Engineer any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Engineer shall assist the District and its consultants to apply for funding for the Project

from the State Allocation Board. Engineer shall assist the District with submittals required by the Division of the State Architect (“DSA”), OPSC and California Department of Education in connection therewith.

5.3 [Not Used]

5.4 Non-Design Pre-Construction Services

Engineer shall perform all non-design pre-construction engineering services required for the Project, including all such services specified in *Exhibit C*.

5.5 Design Services

Engineer shall perform the engineering design services required for the Project, including those specified in *Exhibit C*.

5.6 [Not Used]

5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 [Not Used]

5.7.3 [Not Used]

5.7.4 The Engineer shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Engineer shall respond to all requests for information (“RFI’s”) from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Engineer shall respond as soon as reasonably possible, if not immediately. If the Engineer is not able to take action within the time required due to reasons beyond Engineer’s control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Engineer’s own knowledge of the Project (including documents in Engineer’s possession or reasonably available to it), Engineer shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work,

including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Engineer cannot guarantee precise accuracy of such drawings, Engineer shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Engineer shall have no responsibility for their conformity to field conditions, except that in the event that the Engineer, consistent with standards of due care, becomes aware of non-conformity with field conditions, Engineer shall have a duty immediately to notify the District in writing. Engineer shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Engineer shall prepare and submit any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.*

5.7.7 The Engineer shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Engineer may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Engineer shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Engineer shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Engineer must supervise, coordinate, and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District, and architect, with the DSA Construction Oversight Process.

The Engineer must comply with any applicable requirements of the DSA Construction Oversight Process.

The Engineer shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA-approved construction documents, to the extent Engineer's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.

5.7.9 The Engineer shall visit the site, both as the Engineer deems necessary and as requested by the District, but under no circumstances less than times per, 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 Contract Documents.

5.7.10 The Engineer shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Engineer will exercise reasonable care in the discharge of Engineer's obligation

to discover significant defects and faults.

5.7.11 The Engineer shall review and approve, take exception to, or 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 Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Engineer shall take such action as soon as possible. If Engineer is not able to take such action within the required time due to reasons beyond Engineer's control, the Engineer may take action within a reasonable period of time under the circumstances; however, the Engineer shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Engineer cannot take action within the time required, what the Engineer is doing to expedite its response, when the Engineer expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Engineer will have the authority to reject work and materials which do not conform to the Contract Documents. The Engineer's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Engineer's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Engineer will also recommend substitution of materials or equipment when, in the Engineer's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Engineer shall assist the District in requiring 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 and training personnel for operation and maintenance.

5.7.13 The Engineer shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Engineer shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Engineer, unless due to Wrongful Acts or Omissions.

5.7.14 The Engineer shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Engineer will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Engineer 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. The parties recognize, however, that neither Engineer nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

[OPTIONAL PARAGRAPH:]

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Engineer 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 otherwise remediated. Engineer 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, Engineer shall provide such certification as to Hazardous Substances as may be required of engineers for such projects by the OPSC.

5.7.16 Based on the Engineer's observations, and an evaluation of each Project Application for Payment, the Engineer will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Engineer shall assist the District in evaluating and responding to 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 alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Engineer agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Engineer which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Engineer, and after such termination, District may pursue claims, lawsuits or other proceedings against Engineer.

5.7.18 The Engineer will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Engineer shall recommend, prepare and process all necessary change orders. Payment of fees to the Engineer as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Engineer's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Engineer shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Engineer. When a change order is necessitated as a re-

sult of Wrongful Acts or Omissions, the Engineer's services in connection with that change order are not compensable and Engineer shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Engineer control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, 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.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Engineer shall be responsible for the following:

5.7.20.1 In the event of such a change order, Engineer shall be responsible for the difference between (a) what the contractor would have added to its original bid or proposal for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Engineer's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Engineer shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Engineer for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Engineer's request District and Engineer shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Engineer as described above. If District and Engineer do not reach agreement on all four of these items when meeting and conferring, then District and Engineer shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Engineer can initiate a court action to resolve the dispute.

5.7.21 [Not Used]

5.7.22 The Engineer shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Engineer shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 [Not Used]

5.7.24 Engineer shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Engineer has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Engineer shall remedy the violation at its own cost. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph due to Engineer's negligence, recklessness or willful misconduct.** The Engineer shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Engineer, nor shall Engineer be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Engineer's design is reviewed by DSA. In the event that the Engineer is or becomes aware of possible non-compliance with the foregoing standards, Engineer shall have a duty immediately to notify the District in writing of the possible non-compliance.

5.8 Use of Previously Prepared Materials. In the event that there exist 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 Engineer, whether supplied by District or by Engineer, which are relied upon, altered or otherwise utilized by Engineer, Engineer shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Engineer under this Agreement.

ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ENGINEER

6.1 "Additional Services" shall be provided by Engineer if authorized and directed in writing by District. Compensation for Additional Services shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement, unless otherwise agreed by the Parties in a Board-approved amendment. Any services performed by Engineer without such written authorization and direction shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Engineer;

6.2.6 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;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Engineer's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal engineering services for the Project;

6.2.10 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.11 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted engineering practice.

ARTICLE 7 RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Engineer and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Engineer and advise the Engineer of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Engineer;

7.6 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 Engineer;

7.7 furnish the services of consultants not routinely provided by the Engineer when such services are reasonably required by the scope of the Project and are requested by the Engineer;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and the District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Engineer; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware; however, the District's failure to do so shall not relieve the Engineer of Engineer's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page 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 Engineer and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, 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 of 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 Engineer, or otherwise resulting directly or indirectly from the Engineer's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Engineer in full force and effect during the entire period of performance of this Agreement, including any extensions.

Engineer's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:

Comprehensive General Liability

Each Occurrence:

\$ _____ Each Occurrence

Damage to Rented Premises:

\$ _____ Each Occurrence

Medical Expenses:

\$ _____ Any One Person

Personal and Advertising Injury:

\$ _____ Each Occurrence

General Aggregate:

\$ _____ Aggregate

Products – Completed Operations:

\$ _____ Aggregate

Comprehensive Automobile Liability

Combined Single Limit:

\$ _____ Each Accident

Property Damage:

\$ _____ Each Accident

Workers' Compensation

Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

Employers' Liability

\$ _____ Each Accident

\$ _____ Disease – Each Employee

\$ _____ Disease – Policy Limit

If liability insurance is not reasonably available on an occurrence basis, Engineer shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided under a claims-made form, Engineer shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Engineer's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Engineer's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Engineer shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement

included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Engineer shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time, Engineer shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Engineer 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 Engineer's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations.

8.9 Each of Engineer's consultants shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 9 WORKER'S COMPENSATION INSURANCE

9.1 Prior to the commencement of services under this Agreement, the Engineer shall furnish to the District satisfactory proof that the Engineer and all engineers, experts, consultants and subcontractors the Engineer intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Engineer 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

delivered in duplicate to the District for approval. Thereafter Engineer shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time, Engineer shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Engineer fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Engineer under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Engineer may be held responsible for the payment of damages resulting from the Engineer's operations.

10.9 Each of Engineer's consultants shall comply with this Article, and Engineer shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

ARTICLE 11 COMPLIANCE WITH LAWS

11.1 Engineer shall be familiar with, and Engineer and Engineer's services and design shall 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, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA"). To the extent that there are conflicting local, State, or Federal laws or regulations, Engineer shall interpret and comply with such laws or regulations in accordance with the applicable standard of care.

ARTICLE 12 TERMINATION OF AGREEMENT

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Engineer. In such event, the Engineer shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the

date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Engineer, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Engineer. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Engineer must cure such breach. In response to such Notice, if the Engineer fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Engineer, which shall be effective upon such delivery. In such event, the Engineer shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Engineer shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 Termination by Engineer – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Engineer may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Engineer may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Engineer, Engineer shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Engineer shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

12.3 Miscellaneous Termination Provisions

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 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 under this Agreement by the Engineer, not only as

they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Engineer 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 reason whatsoever, all 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 prepared or caused to be prepared by the Engineer or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Engineer 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 Engineer may have against the District or a claim by the Engineer to an ownership interest in the intellectual property embodied in the documents or materials.

ARTICLE 13 ENGINEER AN INDEPENDENT CONTRACTOR

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

ARTICLE 14 STANDARDIZED MANUFACTURED ITEMS

14.1 The Engineer 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.

ARTICLE 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 Engineer under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such owner-

ship in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Engineer 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 Engineer under 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 Engineer's files for a period of no less than fifteen (15) years. Engineer shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

ARTICLE 16 LICENSING OF INTELLECTUAL PROPERTY

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense 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 Engineer under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Engineer shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Engineer and retains a certified engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Engineer and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Engineer represents and warrants that Engineer 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 Engineer or its consultants prepares or causes to be prepared under this Agreement. **Engineer shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 due to Engineer's negligence, recklessness or willful misconduct.** The Engineer makes no such representation and warranty in regard to previ-

ously 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 Engineer and provided to Engineer by the District.

ARTICLE 17 ACCOUNTING RECORDS OF ENGINEER

17.1 Engineer's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 18 INDEMNITY

18.1 Engineer Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Engineer 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 ("District Indemnitees") against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Engineer, the Engineer'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.

For purposes of this Article 18.1 only, (a) "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations, and (b) the Engineer's defense obligation shall include but not be limited to (i) provision of a full and complete defense of the District Indemnitees by an attorney chosen or approved by the District, and (ii) payment of the District's attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs") within thirty (30) days of Engineer's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse Engineer for the portion of the Defense Costs proportionate to the percentage of fault of parties other than the Engineer ("Other Parties") for the amounts paid or owed to the third party by the District Indemnitees, but this duty of reimbursement shall only be owed by the District if there are specific findings in a settlement agreement, arbitration award, or verdict as to the Other Parties' percentage of fault for those amounts paid or owed to the third party.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Engineer shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether

any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Engineer.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Engineer and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Engineer's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Engineer shall be entitled to such indemnification only if each of the following conditions are met: (a) Engineer actually re-draws or completes such other designs or contract documents; (b) Engineer complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Engineer with the previously prepared documents or materials; and (d) District expressly requests that the Engineer utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE 19 TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence for performance of the Services under this Agreement. The Engineer shall timely complete its Services as expeditiously as possible and 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 Engineer and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Engineer is delayed in the Engineer's work by acts of District or its employees or those in a 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 Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Engineer. District shall not be liable for damages to the Engineer on account of any such delay.

ARTICLE 20 MISCELLANEOUS PROVISIONS

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Engineer shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, California 93950
Attention: _____

Engineer: _____
_____ Street
_____, CA 9____
Attention: _____ *[name or title]*

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Engineer and the District and their respective successors and assigns.

20.5 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.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.7 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 Engineer.

20.8 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 Engineer, by the execution of this Agreement, acknowledges that the Engineer has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's professional materials. The Engineer's materials shall not include the District's confidential or proprietary information if the District has previously advised the Engineer in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Engineer shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

20.11 If a party to this Agreement commences a legal action against the other party to enforce a provision of this Agreement or seek damages related to the services provided under this Agreement, the prevailing party in the legal action will be entitled to recover all of its litigation expense, costs and fees from the other party, including reasonable attorneys' and experts' fees.

20.12 A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute (including a dispute related to indemnity by the Engineer for claims against the District by a contractor based on allegations of deficiencies in the Engineer’s plans or specifications). The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator’s fees. Each party shall bear its own attorney’s fees related to the mediation.

20.13 Engineer shall at all times comply with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 for its employees, including the Engineer as a sole proprietor (if applicable). Before performing any Services, Engineer shall execute and return the District’s Fingerprinting Notice and Acknowledgement form and the required certification.

Engineer further agrees and acknowledges that if at any time during the Term of this Agreement Engineer learns or becomes aware of information which differs in any way from the information learned as a result of compliance with the above requirements, or Engineer adds personnel who will provide Services under this Agreement, Engineer shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

20.14 Prior to performing any Services, Engineer shall prepare, execute, and submit all forms that may be required by law for this Agreement, including but not limited to a roof project certification (Public Contract Code §3006), disabled veteran business enterprises (“DVBE”) certification (Education Code §17076.11), and an Iran Contract Act certification (Public Contract Code §2204). If a form is necessary, Engineer shall use the District’s versions of these forms, which the District shall make available upon request.

20.15 Sanctions in Response to Russian Aggression. The District is using State of California funds for this Contract, and therefore Engineer must comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract. *[Note to District: If no state funds are being used for this contract, then the District may either (1) delete this paragraph in its entirety; or (2) delete the previous two sentences and replace them with the following:]* The District requires Engineer to comply with the Governor’s March 4, 2022, Executive Order N-6-22 (“Order”) relating to any existing sanctions imposed by the United States government and the State of California in response to Russia’s actions in Ukraine, including additional reporting requirements for contracts of \$5 million or more. Failure to comply may result in the termination of the Contract.

* * * * *

ENGINEER:

_____ [*Name of firm*]

By: _____
_____ [*name or title*]

DISTRICT:

PACIFIC GROVE UNIFIED SCHOOL
DISTRICT

By: _____
Superintendent

Exhibit A

RATE SCHEDULE

Exhibit B

PROJECT SCHEDULE

Exhibit C

SCOPE OF SERVICES

ATTACHMENT B

BOND MEASURE B MASTER PROJECT LIST

Master Project List Report

Pacific Grove Unified School District

3/31/2026

DRAFT

Location/Project	Status	Budget	Description	
Forest Grove Elementary				
FGE-B101	Building B Electrical Upgrades	Accepted	\$650,000	Electrical upgrades to Building B including replacement of main switchgear and transformer.
FGE-B102	Site Improvements, ADA, Security and Infrastructure	Accepted	\$560,000	Campus-wide improvements to infrastructure, site and safety. Includes replacement of aging sewer and waterlines campus-wide.
FGE-B103	New Playground Equipment	Accepted	\$1,275,000	Purchase and installation of new playground equipment with fall zones for improved safety.
FGE-B104	Multi-Purpose Room Modernization	Accepted	\$675,000	Complete modernization of the Multi-Purpose Room, including a new stage floor, new interior flooring, painting, and ceiling repair.
FGE-B105	Campus-wide Classroom Modernization	Accepted	\$1,275,000	Modernization of classroom buildings campus-wide including replacement of flooring, ceilings, paint, casework and storage space. Apply STEAM programming where appropriate and feasible.
FGE-B106	Window Replacement	Accepted	\$100,000	Replace single-pane windows campus-wide for efficiency.

Forest Grove Elementary Totals: \$4,535,000

Robert Down Elementary

RDE-B201	Special Education Classroom Upgrade	Accepted	\$400,000	Upgrades and reconfiguration of the classroom space. Addition of an all-gender restroom.
RDE-B202	Fire Life Safety, Site Improvements, ADA, Security and Infrastructure	Accepted	\$775,000	Campus-wide improvements to infrastructure, site and safety. Safety upgrades include code-compliant panic door and gate hardware, emergency exit signage; analysis of egress and path of travel. Add buzzer and camera at ADA entrance gate. Improvements to ADA accessibility and wayfinding campus-wide. Also includes replacing aging sewer and water lines.
RDE-B203	Campus-wide HVAC System Upgrades	Accepted	\$2,325,000	HVAC system upgrades including replacement of furnaces, outdoor AC units, exterior heat pumps and water heaters. Purchase and installation of new air handling unit for Multipurpose Room and incorporate into EMS system.
RDE-B204	Auditorium Restoration	Accepted	\$1,350,000	Restoration and upgrades to existing auditorium including refinishing of seats, walls, handrails and historic elements, upgrades to the flooring, ceiling and HVAC, replace lighting and storage space.
RDE-B205	De-Escalation Room	Accepted	\$150,000	Reconfigure existing space to be used as a de-escalation room. The room will be furnished with soft furnishings, will provide sensory tools and calming elements to provide a safe, quiet space where students can step away from stressful or triggering situations.
RDE-B206	Outdoor Amphitheater / Classroom	Accepted	\$500,000	Add outdoor amphitheater and classroom space to play yard project. Configured to enable STEAM learning opportunities.

Robert Down Elementary Totals: \$5,500,000

Pacific Grove Middle School

Master Project List Report

Pacific Grove Unified School District

3/31/2026

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Location/Project	Status	Budget	Description	
Pacific Grove Middle School				
MS-B301	Fire Life Safety, Site Improvements, ADA, Security and Infrastructure	Accepted	\$1,510,000	Campus-wide improvements to infrastructure, site and safety. Safety upgrades include code-compliant panic door and gate hardware, emergency exit signage; analysis of egress and path of travel; addition of single point of entry with controlled access vestibule; repairs to fire alarm system. Improvements to ADA accessibility and wayfinding campus-wide. Including replacement of sewer and water lines, interior supply and waste lines, add bollards to identify gas main, sealcoat, repair and restripe cracked surfaces. Install campus exterior enhancements.
MS-B302	HVAC System Upgrades	Accepted	\$3,600,000	Add new HVAC units at Buildings A & B and replace current units.
MS-B303	Roofing Replacement	Accepted	\$450,000	Roof replacement at the Performing Arts Center and Gym Locker Room.
MS-B304	Campus-wide Classroom Modernization	Accepted	\$1,300,000	Modernization of classroom buildings campus-wide including replacement of flooring, ceilings, paint, casework and storage space. Designed to support STEAM-aligned instruction.
MS-B305	Corridor Upgrades	Accepted	\$750,000	Replace flooring including wall base and transitions. Repair and paint walls and add corner guards.
MS-B306	Shop Building (F) Modernization & Wellness Center	Accepted	\$3,250,000	Full renovation of Shop and Student Wellness Center (Building F) including mechanical, electrical and plumbing upgrades, ceilings, windows, casework, restrooms, fire alarm, abatement and associated ADA upgrades.
MS-B307	Kitchen Expansion	Accepted	\$1,250,000	Redesign and expansion of kitchen facility to accommodate food service and instructional needs.
MS-B308	Field and Track Upgrades	Accepted	\$3,000,000	Resurface track, add synthetic turf and event spaces, add new play equipment, add new site furniture and accessories, update restrooms and storage spaces.

Pacific Grove Middle School Totals: \$15,110,000

Pacific Grove High School

HS-B401	Phase 2 - ADA & Fencing	Accepted	\$956,000	Continuation of Project HS-MD83 - ADA and Fencing to replace or extend fencing and add gates for perimeter control on south end of campus, install ADA paths from gym to baseball field, pave a new fire lane by Library. Phase 1 design work paid from Measure D Bond.
HS-B402	Fire Life Safety, Site Improvements, ADA, Security and Infrastructure	Accepted	\$2,870,000	Campus-wide improvements to infrastructure, site and safety. Repair asphalt walkways and hardscaping campus-wide; regrade for ADA compliance, update marquee sign to be electronic. Renovation of library plaza. Add student activity and recreation improvements. Apply STEAM programming where appropriate and feasible. Investigate and resolve Library basement drainage issues. Construct a single secure entry point with access control. Add perimeter fencing at N side of campus. Replace campus water and waste lines. Replace drinking fountains with bottle fill stations.
HS-B403	HVAC Modernization	Accepted	\$4,000,000	Evaluate and phase replacement of aging HVAC systems across campus.

Master Project List Report

Pacific Grove Unified School District

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Location/Project	Status	Budget	Description
Pacific Grove High School			
HS-B404	Electrical System Upgrades	Accepted	\$125,000 Upgrade panels in Buildings K, L, and gym. Add circuits and outlets for classroom technology power and data
HS-B405	Roofing Repairs	Accepted	\$2,400,000 Roof replacement in Bldgs I, N, F, O, Mini-Gym, Dance, Locker, Pool Rooms 36,000sf - Gym and Weight rm in QS
HS-B406	Exterior Painting	Accepted	\$350,000 Exterior paint at Wings L&K, I, N, O, P, Q, F, R, S and Weight Rm.
HS-B407	Classroom Modernization	Accepted	\$5,400,000 Upgrade flooring and ceiling tiles. Interior paint. Approx 33K sf blds: B, C, D, E, F, I, K&L, O, N. Apply STEAM programming where appropriate and feasible.
HS-B408	Window & Door Replacement	Accepted	\$625,000 Replace windows campus-wide. Repair or replace doors, frames and hardware. Paint abatement.
HS-B409	Locker Room Refresh	Accepted	\$125,000 Locker room refresh suggested work: Water damage repairs. Add partitions to showers. Miscellaneous wall repair.
HS-B410	CTE Improvements	Accepted	\$300,000 Improvements and equipment upgrades to CTE facilities supported by District provided, grant-funded equipment.
HS-B411	Restroom Renovations	Accepted	\$800,000 Restroom renovation Staff and Student

Pacific Grove High School Totals: \$17,951,000

Pacific Grove Adult School

AE-B501	Campus-wide Roofing Replacement	Accepted	\$1,600,000 Replace all roofs across campus
AE-B502	Fire Life Safety, Site Improvements, ADA, Security and Infrastructure	Accepted	\$250,000 Campus-wide improvements to infrastructure, site and safety. Replace water and sewer supply lines campus-wide. Fencing and access control improvements at Child Care.
AE-B503	Nursing Annex site development - Parking Lot	Accepted	\$500,000 Pave and stripe where annex is demolished for future growth
AE-B504	Main Building Renovation	Accepted	\$6,100,000 Modernization of Main Building including replacement of flooring, insulation of ceilings, interior paint and replacement of partition walls between Rooms, designed to support STEAM-aligned instruction. Installation of Campus-wide fire alarm system and fire-rated interior corridors, Campus-wide HVAC System upgrades, electrical infrastructure upgrades and ADA upgrades including replacement of non-compliant door hardware. Replace single pane windows and deteriorated doors.
AE-B505	Phase 2 - ADA, Site and Parking	Accepted	\$1,434,000 Continuation of AE-MD85 ADA and Site Improvements - Install fence and gate at southeast corner of site and rear parking lot for security, site ADA path of travel lot improvements adjacent to main parking, replace failing pavement in main parking lot, add trash enclosure in main parking lot. Phase 1 design work paid from Measure D Bond.

Pacific Grove Adult School Totals: \$9,884,000

Master Project List Report

Pacific Grove Unified School District

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Location/Project	Status	Budget	Description	
David Ave				
DA-B601	ADA Path of Travel Improvements	Accepted	\$2,000,000	Conduct full ADA review and implement accessibility improvements, replace sidewalk, hardscape, covered walkway and thresholds, upgrade path of travel.
DA-B602	ADA Restroom Upgrades	Accepted	\$300,000	Upgrade restrooms to be ADA compliant.
DA-B603	Campus-wide Fire Alarm Upgrades	Accepted	\$550,000	Update fire alarm system campus-wide.
DA-B604	Fire-Rated Wall Paneling Replacement	Accepted	\$160,000	Replace wood paneling with fire-rated sheetrock, abatement.
DA-B605	Building Envelope - Covered Walkways	Accepted	\$125,000	Structural analysis and associated repairs, replace covered walkway/canopy, replace wood columns.
DA-B606	Campus-wide HVAC System Upgrades	Accepted	\$1,000,000	Upgrade aging HVAC Systems.
DA-B607	Community High (Building A) Modernization	Accepted	\$1,950,000	Building A modernization including exterior paint, replacement of roofing, interior ceilings, flooring and paint, casework and abatement. Apply STEAM programming where appropriate and feasible.
DA-B608	Physical Education Improvements	Accepted	\$300,000	Add additional play courts. Replace drinking fountains.
David Ave Totals			\$6,385,000	
District Wide				
0000	Unspecified	Active	\$0	
District Wide Totals:			\$0	
District Office				
DO-B801	Perimeter Fencing	Accepted	\$50,000	Replace fence around district office by the road
DO-B802	District Marquee and Information Signage	Accepted	\$255,000	Add marquee and information signage at High School football field.
District Office Totals:			\$305,000	
DW-B901	Swing Space	Active	\$1,170,000	Temporary facilities that allow teaching and learning to continue safely while permanent projects are under construction.

Master Project List Report

Pacific Grove Unified School District

3/31/2026

DRAFT

Location/Project	Status	Budget	Description	
DW-B902	Catastrophic Contingency	Active	\$1,950,000	Catastrophic Contingency is equal to 2.5% of the Measure B bond authorization.
DW-B903	Program Contingency	Active	\$2,730,000	District Wide Program Contingency will cover various issues that may be a result of higher construction costs, new projects, etc. 3.5%
DW-B904	Program Mgmt., Planning and Support	Active	\$7,020,000	Cost of issuance, legal, management, program planning and assessments. 9%
DW-B905	Escalation Contingency	Active	\$5,460,000	Escalation Contingency is equal to 7% of the Measure B bond. Rolled out after established schedule.
Grand Total:		\$78,000,000		

Notes:

Funding Sources: Measure B

Statuses: Accepted, Active, Cancelled, Proposed

* Project List has been Filtered

ATTACHMENT C

DVBE CERTIFICATION AND DVBE WORKSHEET

CONSULTANT CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Consultant

PART I – IDENTIFICATION INFORMATION		
CONSULTANT'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).</i>	
B. <input type="checkbox"/> <i>is Disabled Veteran owned but is unable to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subconsultants to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
C. <input type="checkbox"/> <i>is not Disabled Veteran owned</i>	<i>will use DVBE subconsultants for at least 3 percent of this contract</i>	
D. <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Consultant's Good Faith Effort Worksheet.</i>

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of submittal of proposals. If the letter is not provided, the proposal may be deemed nonresponsive and may be ineligible for award of the contract.

PART III – DVBE DOLLAR PARTICIPATION OF PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base proposals, use a separate page to show items.

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your proposal to be performed by your own participation.
- B. List all your DVBE subconsultants. Enter in the appropriate column the dollar amount for each of your subconsultants.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the proposal to be performed by **non**-DVBE firms. Note: This line is the sum of your and your subconsultants **non**-DVBE dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district’s acceptance or rejection of alternates.

	BASE PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE PROPOSAL B	ALTERNATE #4 OR BASE PROPOSAL C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Consultant, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subconsultant						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

CONSULTANT GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Consultant in meeting the 3% DVBE participation goal

PAGE 1 OF 2

CONSULTANT'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subconsultants for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (<i>List</i>):			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III – DVBE SOLICITATIONS *List DVBE subconsultants that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.*

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Consultant Certification	Include a copy of their DVBE letter from OSDS.
Was not selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the consultant's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE
--------------------------------------	------

ATTACHMENT D

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FORM

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET

(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment D1** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment D2** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the De-

partment of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [*insert "owner" or officer title*] of _____
[*insert name of business entity*] , have read the foregoing and agree that _____
_____ [*insert name of business entity*] will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

Attachment D1
Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.

- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30)

throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

