

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME	Department of General Services, Division of the State Architect
CONTRACTOR'S NAME	

2. The term of this Agreement is: **September 1, 2015** or upon DGS/OBAS approval through **August 31, 2016**

3. The maximum amount of this Agreement is: **\$ 12,000.00** Twelve thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit B – Attachment 1, Cost Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC - 610
Exhibit D – Special Terms and Conditions	4 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if **IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of General Services, Division of the State Architect		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

In keeping with Governor Brown’s ambitious sustainability goals outlined in Executive Order B-18-12, Proposition 39, and the Governor’s 2015 inaugural speech, the Division of the State Architect (DSA) – a branch of the Department of General Services (DGS) – is initiating a training program to promote energy and water efficiency at existing K-12 and community college school facilities. This training program will provide a roadmap for school districts and community colleges to leverage existing funds from the California Clean Energy Jobs Act (Proposition 39) and local funds for the modernization of existing school buildings.

1. AGREEMENT SUMMARY

- A. With Zero Net Energy (ZNE) as the aspirational goal, and reduction of water consumption as a requirement, DSA has engaged seven architectural teams as trainers in the presentation of seven conceptual design scenarios for seven distinct school campuses. These scenarios will be used as a training tool at four regional events and one final event in Sacramento.
- B. *Insert Contractor Name* (Contractor) will provide a team of experts (training team) in the architectural and engineering fields, with experience relating to school facility design and construction, to provide training in support of the above referenced initiative.
- C. DSA retains the right to reduce or increase the number of scenarios and/or to award multiple scenarios to a single training team.

2. TERM

- A. The term of this agreement shall be one (1) year.

3. PROJECT REPRESENTATIVES

- A. The Project Representatives during the term of this agreement will be:

DSA Contract Administrator
TBE (To Be Entered)

Contractor Contract Administrator
TBD (To Be Determined)

4. MINIMUM QUALIFICATIONS

- A. Technical expertise in architecture and engineering.
- B. Any combination of at least three LEED Gold or Platinum, or CHPS Verified, projects in the last five years.
- C. A minimum combined 20 years of experience among the training team.
- D. Recognition and/or award(s) for an innovative sustainable design.

5. DESCRIPTION OF WORK

- A. Prior to commencement of work, the Contractor shall coordinate the performance of work with the DSA Contract Administrator.
- B. Contractor shall present the conceptual design for the assigned scenario.

- 1) DSA will select the scenarios based on existing school campuses and will pair a firm with each of the scenarios. It is intended that each scenario campus will include a typical classroom building and a typical multi-purpose building, gymnasium or similar building. These scenarios will be representative of the design and construction practices in place during various eras of California's development, including:
 - a. A typical urban school with limited available land.
 - b. A typical suburban school.
 - c. A typical rural school.
 - d. A typical school located in a desert climate.
 - e. A typical school located in a mountain/snow climate.
 - f. A school housed in a building that is recognized as being historically significant.
 - g. A typical, multi-story community college building.
 - 2) The conceptual design for the assigned scenario shall illustrate various creative, yet feasible, approaches to reducing energy and water consumption in California's stock of older existing school buildings.
- C. For the purpose of engaging the decision makers from local school districts and the Legislature in the discussion, Contractor shall participate in a series of preliminary regional trainings that will be held in San Diego, Los Angeles, San Luis Obispo, and the San Francisco Bay Area. The program will culminate in a public, "call to action" training event to be held in Sacramento. Take home material, consisting of final scenario training curriculum and featuring all of the training materials, will be published by the State and made available statewide.
- D. The Contractor shall provide training that considers the following factors in the development of the scenario training tool:
- 1) Cost of construction, while obviously important, can be significantly trumped by life-cycle cost savings. The resulting life-cycle savings can then be transferred to educational programs.
 - 2) Many of the steps taken to reduce energy and water usage can have a positive visual impact on the built environment and, thus, improve both the educational environment and the revitalization of the larger community's image.
 - 3) Innovative, energy- and water-focused design can highlight energy and water consumption awareness and, therefore, have an impact on how future generations view their role in the sustainability of our planet.

6. REQUIREMENTS

- A. Contractor shall participate, via a video conference at one of the DSA regional offices, in an initial project coordination meeting with all of the training teams.
- B. Contractor shall participate in one "over the shoulder" project review with the State Architect, to be held at each individual training team's offices during the coordination process.
- C. Contractor shall prepare preliminary scenario curriculum material utilizing a

PowerPoint, or compatible, format for presentation at the various regional meetings.

- D. Contractor shall present a training using the preliminary scenario at four regional meetings.
- E. Contractor shall prepare final scenario curriculum material as follows:
 - 1) PowerPoint, or compatible, format for presentation at the “call to action” training event.
 - 2) Camera-ready format for inclusion in the final report/take home material for training participants.
- F. Contractor shall participate, via a video conference at one of the DSA regional offices, in a final project coordination meeting with all of the training teams.
- G. Contractor shall conduct training using the final scenario curriculum at the “call to action” training event.

7. STATE RESPONSIBILITIES

- A. Prior to commencement of the design process, it is anticipated that the California Energy Commission (CEC) will provide an “existing energy use model,” based upon the original building code requirements, for each scenario.
- B. Upon completion of the design process, DSA will provide a separate team of construction estimators, utilizing common unit costs, to prepare real world, geographically-indexed, construction cost estimates for a select set of elements of the various scenarios.
- C. A team, utilizing common factors, will prepare a Life-Cycle Cost Analysis for a select set of elements of the various scenarios.
- D. DSA will coordinate and publicize the regional trainings and the “call to action” training, and will work with the training teams to select dates for the four regional trainings and the final “call to action” training. It is anticipated that the regional trainings may take place in January 2016, and that the final “call to action” training will occur in February 2016.

8. OWNERSHIP OF DOCUMENTS AND DESIGN CREDIT

- A. Each of the training teams will retain all rights of ownership to the intellectual property.
- B. DSA and other state agencies authorized by DSA will have the unfettered right to utilize the work product and presentation material, including all audio and/or visual recordings prepared by the team for public presentations at no cost to DSA or any other authorized state agency.
- C. DSA agrees to always include recognition of the training team that developed the materials.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Contractor may invoice in two increments, once at the conclusion of the first four regional meetings and again at the conclusion of the Sacramento meeting; reimbursable expenses will be paid no more often than monthly.
- C. Upon submission of itemized invoices in triplicate, the State shall pay the Contractor monthly in arrears. Invoices will be on company letterhead and will include:

- 1) Agreement Number
- 2) Date of Invoice
- 3) Date of Service
- 4) Work completed (detailed statement of services)
- 5) Contact phone number for billing questions

- D. Contractor will send invoices, billings and other correspondence related to Contractor's services to the following location:

Division of State Architect
1102 Q Street, Suite 5100
Sacramento, CA 95811
Attn: Fiscal Services

- F. Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. TRAVEL REIMBURSEMENT

- A. Contractor may receive direct reimbursable expenses up to \$5,000.00, maximum, for travel for one member of each training team (per scenario) to participate in the video conferences at DSA regional offices, the four regional trainings, and the final "call to action" training event, as follows:
 - 1) Reimbursable expenses may include transportation costs (airfare, mileage, rental car, taxi, parking, and tolls), lodging, and meals.
 - 2) All travel will be reimbursed at the maximum travel rates posted by the California Department of Human Resources (CalHR).

- 3) Each firm shall submit receipts, no more often than monthly, for every item of expense for all reimbursable expenses.

3. BUDGET CONTINGENCY CLAUSE

- A. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
- D. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

4. PROMPT PAYMENT CLAUSE

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

5. CONTRACTOR OVERPAYMENTS

- A. If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers they have received an overpayment, Contractor must notify the State and refund the overpayment immediately.

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EXHIBIT B, ATTACHMENT 1

COST SHEET PER SCENARIO

Title of Event	Cost
Regional Meeting 1	\$1,000.00
Regional Meeting 2	\$1,000.00
Regional Meeting 3	\$1,000.00
Regional Meeting 4	\$1,000.00
Sacramento Meeting	\$3,000.00
TOTAL	\$7,000.00

Reimbursable Expenses allowance: \$5,000.00.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 610)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

If you do not have Internet access, a hard copy can be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. The Contractor will abide by all State and Federal laws in performance of this contract.
- B. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code GC§16645, et al.
- C. The Contractor will so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public, and he/she will have under construction no greater amount of work that he/she can prosecute properly with due regard to the rights of the public. Any person the State may deem incompetent or disorderly will be promptly dismissed and not reinstated.
- D. The Contractor shall have the charge, care, and sole responsibility of the work and will bear the risk of injury or damage to any part thereof by the action of the elements or any other cause whether arising from execution or non-execution of the work.
- E. The Contractor will maintain all licenses for accomplishing work in connection with this agreement. Contractor agrees to provide to the State a copy of the renewed license with thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses and/or certifications, the State may, in addition to any remedies it may have, terminate this agreement upon occurrence of such event.
- F. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- G. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the Board of Equalization (BOE) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. EXCISE TAX

The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. The State reserves the right to terminate this agreement immediately if any emergency situation arises which causes the closure of the facility. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. The agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

4. INSURANCE

A. **Commercial General Liability**

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the time of this contract, the contractor agrees to provide, at least thirty (30) days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this contract should contractor fail to comply with these provisions.

The policy must include the State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

B. **Commercial Automobile Insurance**

The Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include the State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.

C. Workers' Compensation and Employer's Liability

The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. **The waiver of subrogation endorsement shall be provided with the certificate of insurance.**

D. Certificate of Insurance

The Contractor will furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder will read:

Attn: CMS – (DSA 7x7x7)
Department of General Services
Office of Business and Acquisition Services
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605

5. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, the Contractor will attempt resolution with the State's Contract Administrator with a written explanation of the situation. If no resolution is found, the Contractor shall file a "Notice of Dispute" within (10) days to DSA's Deputy Director of Business Operations at the following location:

Division of the State Architect – Headquarters
1102 Q Street, Suite 5100
Sacramento, CA 95811
Attn: Deputy of Business Operations

The Deputy or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the Deputy or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

- B. Neither the pendency of a dispute nor its consideration by the State will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

6. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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