



REQUEST FOR QUALIFICATIONS (RFQ) NO. 2011-P13

ARCHITECTURAL SERVICES

EL MONTE UNION HIGH SCHOOL DISTRICT

3537 Johnson Ave El Monte CA 91731

Key RFQ Dates:

Issued:	1/16/12
Mandatory Pre-Proposal:	2/07/12
Submittal:	2/23/12
Interviews:	2/27/12

Gentlemen/Women:

**SUBJECT: REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 2011-P13
ARCHITECTURAL SERVICES**

El Monte Union High School District (“EMUHSD “) invites Statements of Qualifications (“SOQ “) from qualified providers of Architectural Services for the design and construction phases of various capital construction projects including but not limited to New Construction, Modernizations, Athletic Facilities & Relocatable buildings.

Qualifications will be accepted at the Director of Purchasing Office, 1003 Durfee Ave. El Monte CA 91733 until 3:00 p.m. (local time), February 23, 2012. Offers received after this date and time may, at the discretion of the District, be rejected without consideration. Faxed/mailed qualifications will not be accepted.

Instructions for preparing your response are contained in the attached RFQ. Questions must be in writing and may be directed to Rosana McLeod, Director of Purchasing, by-e-mailed to rmcleod@emuhd.k12.ca.us

The RFQ does not commit the EMUHSD to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The District reserves the right to accept all or part of any SOQ or to cancel in part or in its entity this RFQ. The District further reserves the right to accept the proposal(s) that it considers to be in the best interest of the District. District shall not be under any obligation to award any contract on the basis of price alone.

Thank you for your interest in working with our District. We look forward to receiving your response.

Sincerely,

Nick Salerno
Superintendent

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REQUEST FOR QUALIFICATIONS
ARCHITECTURAL SERVICES

II. INTRODUCTION

A. Introduction to El Monte Union High School District

Located in the heart of the San Gabriel Valley, the El Monte Union High School District (“District”) established in 1901, includes Arroyo, El Monte, Mountain View, Rosemead, South El Monte and Fernando R. Ledesma High School in addition to two El Monte-Rosemead Adult Centers, one of California’s largest and most respected adult programs

B. Purpose of RFQ

The purpose of this Request for Qualifications (RFQ) is to solicit offers from qualified architectural consultants interested in providing the El Monte Union High School District with design services.

Firms that successfully qualify will be placed on a Pre-approved List for these services, and may be selected for qualified projects to be identified in the future. The exact scope of services required by the District will be set forth in the agreement between the District and the selected Architect. The scope of work will include but not be limited to, assisting District staff and/or District’s Bond Management Team from initial project conception through completion of the construction and closeout services including DSA certification if required.

It is expected that some design and construction work undertaken by the District will include requirements by the State of California and other local State and Federal agencies, and for participation of Disabled Veterans Business Enterprises (DVBE).

Demonstrated educational experience and specific experience with the Division of State Architect (DSA), the Uniform Building Code (UBC), and Title 24 of the California Code of Regulations is mandatory.

Your firm is invited to submit a written response outlining your organization's qualifications and willingness to provide the services described above. A more detailed explanation of the Scope of Work to be addressed in the response is set forth in Exhibit A of this RFQ.

Measure D will:

- Construct new buildings and classrooms district wide
- Retrofit buildings and classrooms for earthquake safety as required by law
- Install and repair fire safety equipment including alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors
- Remove asbestos and lead paint
- Improve energy efficiency by replacing outdated heating and ventilation systems and

expanding water recycling programs

- Upgrade outdated and deteriorating buildings and classrooms
- Meet handicap accessibility requirements
- Repair and renovate classrooms that lack adequate plumbing, heating, air conditioning, ventilation and roofing
- Upgrade electrical systems and wiring for computer technology and internet access
- New athletic facilities, synthetic track and bleachers

This RFQ does not commit the District to award a Design Services Agreement for the program, or to pay any costs incurred in the preparation or delivery of any Qualifications submitted in response to this RFQ. The District reserves the right, at anytime, to rescind this RFQ, in part or in whole. The District further reserves the right to seek modifications of any Qualifications, to waive any irregularities in any responses received.

The District reserves the right to enter into agreements with the firm or firms which in the sole judgment of the District best represent the desired results.

Pursuant to Government Code Section 4526, the District is required to prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration. Employees of the District are prohibited from partaking in the selection process when those employees have a relationship with a person or business entity seeking a contract within the District which would subject those employees to disclose any and all relationships with the District that would violate Government Code Section 1090 or the Conflict of Interest provision set forth in Government Code Section 871000 and following.

C. School Sites

Arroyo HS

El Monte HS

Mountain View HS

Rosemead HS

South El Monte HS

Fernando R. Ledesma HS

D. Anticipated Time Schedule

Issue/Advertise RFQ to interested Firms	01/16/12 & 1/23/12
Mandatory Pre-Proposal Meeting 3:00 p.m.	02/07/12
Final Questions Due no later than 3:00 p.m.	02/14/12
Request for Qualifications due to District (by 3 PM)	02/23/12

Issue Short-List Announcement to Firms	02/27/12
Interview Short-List of Firms for Selection	03/05/12
Issue Selection Notice to Selected Firms	03/09/12

III. GENERAL INSTRUCTIONS

A. Response Submittal

The respondent shall submit one (1) original, five (5) copies, and a CD of its response by **3:00 p.m. (local time), February 23, 2012** to:

El Monte Union High School District
 Director of Purchasing
 1003 Durfee Avenue
 South El Monte CA 91733
 Attention: Rosana McLeod

Responses received after 3:00 p.m., February 23, 2012, will at the sole discretion of the District, be rejected as non-responsive and returned without review. It is the practice of the District not to consider late offers unless it is determined that a selection cannot be made from among the responses received on time. In order to be considered "on time," a response must either be date-stamped or bear a handwritten inscription by an authorized representative of the District Contracts Management Office confirming receipt by the above-specified deadline. The date-stamped located in the Contracts Management office at the above-described location.

The District shall not be responsible for, nor accept as a valid excuse for late response delivery, any delay in mail service or other method of delivery used by the respondent.

Faxed/Emailed RFQ's will not be accepted.

All responses shall be enclosed in a sealed package(s) plainly marked with the words "Response to Architectural Services to RFQ No. 2011-P13; Do Not Open until February 23, 2012."

All responses shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 120 calendar days following the last day to accept responses.

Responses may not be amended after the due date except by the consent of the District.

B. Questions from Respondents

Questions or comments regarding this RFQ must be in writing and received no later than 3:00 p.m. (local time) on February 14, 2012. Written questions are to be e-mailed to Director of Purchasing at rmcleod@emuhsd.k12.ca.us.

C. RFQ Addenda/Clarifications

If it becomes necessary for the District to revise any part of this RFQ, or to provide clarification or additional information after the response documents are released, a written addendum will be sent to each recipient of record of the original RFQ. Recipients of record are those parties that obtained a copy of the RFQ directly from the District. Addenda will be sent by e-mail and/or first-class U.S. Mail. It shall be the responsibility of the respondents to inquire of the District as to any addenda issued. This may be done by calling or e-mailing the Director of Purchasing, Rosana McLeod at (626) 258-4905 or e-mailing at rmcleod@emuhsd.k12.ca.us prior to the response-submittal deadline. All addenda issued shall become part of the RFQ.

In addition, responses to written questions received will be incorporated in an RFQ Addendum.

D. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by the respondent in: (1) preparing its response in response to this RFQ; (2) submitting that response to the District (3) negotiating with the District any matter related to this RFQ, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFQ. The District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by respondents, and respondents shall not include any such expenses as part of their responses.

E. No Commitment to Award

Issuance of this RFQ and receipt of responses does not commit the District to award a contract. The District expressly reserves the right to postpone response opening for its own convenience, to accept or reject any or all responses received to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFQ. Award of RFQ is final and without appeal.

F. Joint Offers

Where two or more respondents desire to submit a single response to this RFQ, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. The District intends to contract with a single firm and not with multiple firms doing business as a joint venture.

G. Exceptions/Deviations

Any exceptions to or deviations from the requirements set forth in this RFQ must be declared in the response submitted by the respondent. Such exceptions or Deviations must be segregated as a separate element of the response under the heading "Exceptions and Deviations" as instructed below.

H. Insurance

1. During the term of this Contract, the Architect shall, at its own cost and expense, procure and maintain the following types of insurance:

- a) Statutory Workers' Compensation, as required by the California Labor Code, and Employer's Liability with limits not less than \$1,000,000 per occurrence;
- b) Commercial General and Auto Liability insurance, with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate; and
- c) Professional liability insurance, with limits of \$1,000,000, per claim.

2. Prior to the commencement of work, the consultant shall furnish the District with insurance endorsements evidencing the above insurance coverage and further indicating that the Contractor's policies have been endorsed to name the "El Monte Union High School District and Its Board of Trustees," and its Program manager as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide that "Consultant's" policy is primary of any insurance carried by the District "and that" the policy will not be canceled or materially changed without thirty (30) days prior notice in writing "being given to the District's Contracts Manager.

3. All evidence of insurance coverage required to be submitted in accordance with this Paragraph shall be delivered to the addressee for the District specified in Agreement for Services to this program. The District shall make the final determination as to whether the documentation submitted by the Consultant conforms to the requirements of this Paragraph 3.

4. If any subcontractor(s) or independent contractor(s) is utilized by the Consultant for the purpose of carrying out portions of this Contract, said subcontractor(s) or independent contractor(s) shall also be required to comply with the insurance provisions set forth in this Paragraph and the indemnification provisions set forth in Agreement for Services.

I. Indemnification

Consultant shall indemnify, defend with counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the District. Should conflict of interest principles preclude a single lawyer from representing both District and Consultant, or should District otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse the District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the District (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing

provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

IV. RESPONSE FORMAT AND CONTENT

A. Presentation

Responses shall be submitted in 8 ½ “ x 11 “ size, using a simple method of fastening. Responses should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged; presentations should be brief and concise. The response should not exceed 20 pages in length, excluding appendices, if any. The form, content and sequence of the response should follow the outline presented below.

B. Response Content

1. Transmittal Letter/Introduction (2 pages maximum)

The letter of transmittal shall be addressed to the Nick Salerno, Superintendent and must, at a minimum, contain the following:

- a) identification of the offering firm(s), including name, mailing address, E-mail address, telephone number and fax number of each firm;
- b) proposed working relationship among the offering firms (e.g., prime-sub consultant), if applicable;
- c) acknowledgment of receipt of RFQ addenda, if any;
- d) name, title, address and telephone number and fax number of contact person during period of response evaluation;
- e) a statement to the effect that the response shall remain valid for a period of not less than one hundred-twenty (120) days from the due date for responses; and
- f) identification of any information contained in the response which the respondent deems to be, and establishes as, confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act (a blanket statement that all contents of the response are confidential or proprietary will not be honored by the District);
- g) identification of services, if any, requested herein that respondent is not interested, qualified, or capable of providing. It should be noted that services are required on a range of types and sizes of projects. Therefore, firms of varying size and capability may be evaluated and selected for projects that best fit the firm's qualifications.
- h) signature of a person authorized to bind the offering firm to the terms of the response.

V. TABLE OF CONTENTS

Immediately following the transmittal letter and introduction, there should be a complete table of contents for material included in the response.

A. Qualifications, Related Experience and References

Overview: This section should establish the ability of the respondent (and its sub consultants, if any) to satisfactorily perform the required work by reasons of demonstrated competence in the services to be provided; the nature and relevance of similar work currently being performed or recently completed; record of meeting schedules and deadlines of other clients; competitive advantages over other firms in the same industry; strength and stability as a business concern; and supportive client references. Information should be furnished for both the respondent and any sub consultants included in the offer.

1. Furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may affect the respondent's ability to perform contractually. Certify that the firm is legally permitted or licensed to conduct business in the State of California for the services offered.
2. Describe your experience with public and private educational projects. Describe specific experience with K-12. Include the scope of projects, description and construction costs. Describe your experience with the Division of State Architect (DSA). Describe your experience with LEED® certified and Design-Build projects.
3. Provide a list of business clients--especially high school district or other educational institutions--to which your firm is currently providing similar services/products. Include at least three (3) company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that the District can contact as references for your firm.
4. Furnish as appendix financial information (such as last year-end Income Statement and Balance Sheet) that accurately describes the financial stability of your firm. (If financial statements are provided, their disclosure will be confined to those individuals involved in the evaluation of the responses and award of ensuing contracts.)
5. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years, and civil judgments or criminal convictions for false claims within the last five (5) years.
6. Provide Change Order data from your five (5) most recent public works projects. Include original estimates of project costs, dollar value of executed change orders by contract and a brief explanation of the Change Orders. List the purpose of the Change Order and who and why it was requested.

B. Proposed Staffing and Project Organization

1. Identify the key personnel from your firm that would be assigned to the District's program. Estimate the percentage of the time that the individual(s) would be assigned and include a brief description of their qualifications, job functions and office locations. Designate a Project Manager who would provide day-to-day direction of the required work and become the District's primary contact person. Furnish brief resumes (not more than two pages long) for all key personnel; include these as an appendix, not in the body of the response.
2. If more than two people will be assigned to the District's project, include a simple organization chart, which clearly delineates communication/reporting relationships among the project staff.
3. Identify any and all proposed consultants and any other relevant disciplines. List professional license numbers and dates as well as business address, telephone number and fax number. Include brief resumes and related experiences for appropriate members of these firms.
4. Explain the firm's technical capabilities in quality control and assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.

C. Cost and Price

Overview: This section should disclose all charges to be assessed the District for the required services and declare the respondent's preferences for method and timing of payment. The District's Fee Guidelines for Design Consultants and Specialty Consultants is presented in Exhibit "B." The Cost and Price should be submitted in a separate sealed envelope labeled Cost and Pricing.

1. In Exhibit "B" Respondents must identify what their lowest agreeable fee would be for each category. These fees will still be subject to negotiation.
2. For all persons/labor classifications proposed in the preceding "Staffing and Project Organization Plan," furnish a schedule of hourly labor rates that the District could use to purchase your firm's services. These should be quoted as fully-burdened (e.g., direct labor + overhead + profit) hourly rates offered on a time-and- materials basis.

D. Exceptions/Deviations

State any exceptions to, or deviations from the requirements of this RFQ. If you wish to present alternative approaches to meet the District's work requirements, these should be thoroughly explained.

E. Appendices

1. Supporting Documents

Furnish as appendices those supporting documents (e.g., financial statements, staff resumes) requested in the preceding instructions.

2. Additional Information

Include any additional information you deem essential to a proper evaluation of your response and which is not solicited in any of the preceding sections. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material; appendices should be relevant and brief.

VI. RESPONSE EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel consisting of District and Bond Management Team staff will be responsible for reviewing, analyzing and evaluating the responses received. The Evaluation Panel will select the successful respondent(s).

In addition to its own staff, the District may utilize the unpaid services of one or more individuals from other agencies in the evaluation of responses.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, responses will be evaluated by the Evaluation Panel against the factors specified below, which are listed in descending order of weight and importance. Within each evaluation criterion listed, the sub criteria to be considered are those described in the "Response Format and Content" section of this RFQ.

1. Qualifications, experience and references of respondent; (50 pts)
2. Staffing and organization; (35 pts)
3. Miscellaneous [exceptions/deviations, certifications and affidavits, completeness of response, adherence to RFQ instructions, other relevant factors not considered elsewhere] (15 pts)

Upon selection of the most qualified respondents, the District may require the finalists to make an oral presentation to the Evaluation Panel to further explain their qualifications. If such interviews are conducted, the District's appraisals of the presentations will also be factored into the final scores assigned to the responses. However, respondents are advised that award may be made without interviews or further discussion.

The District expressly reserves the right to reject any or all qualifications, with or without giving a reason, and to waive any irregularities or informalities in the offers received. In the event of any such rejection, or in the event a respondent's offer is not rejected but does not result in a contract award, the District shall not be liable for any costs incurred by the respondent in connection with the preparation and submittal of the response.

C. Contract Award

It is the intent of the District to award one or more contracts as the result of this RFQ. However, the District reserves the right to apportion the requirements of this RFQ among multiple consultants if this is determined to be in the District's best interests. Depending on the dollar amount of the award(s), the contract(s) resulting from this RFQ may be required to be approved by the District's Board of Trustees. No minimum amount of work is guaranteed.

EXHIBIT A**SCOPE OF WORK**

Selected Architects may be required to provide design services for any of the following:

- A. Design Build
- B. New Construction
- C. Modernization and Retrofit
- D. Infrastructure Design
- E. Landscape Design
- F. Initial Project Proposals (IPP) and/or Final Project Proposals (FPP)
- G. Interior Design
- H. LEED

Typically the Architectural services to be performed shall include the following:

- A. Review approved campus Master Plan and environmental clearance reports (CEQA).
- B. Review existing documentation: before commencing design, field verify existing conditions related to the existing facilities and at the proposed site; field verify the accuracy of any as-built documentation obtained, and utilize this information in the preparation of the design documents. Prepare as-built drawings when deemed necessary.
- C. Prepare the design documents in accordance with the Architectural Services Agreement and using the District's approved CADD standards.
- D. The basic design phase services to be provided shall include: Schematic Design, Design Development, Construction Documents, Plan Check Support, Bid Phase Support, and Construction Administration.
- E. Provide all documents required for bid procurement. (Coordinate with assigned District Representative).
- F. Coordinate and assist the District's Representative in the Bid Phase by preparing addenda and other documents as required.
- G. If required by the District, prepare and distribute meeting minutes held with the District, the Bond Management Team, or government agencies. Prepare all design related project correspondence and documentation such as RFI'S, submittals, meeting minutes, letters, etc. from start of design through construction closeout.
- H. Submit design documents to the District, Bond Management Team, Division of the State Architect (DSA) and other government entities and/or utility providers as required for plan checks and approvals and Close-Out Certification.
- I. Prepare a detailed work plan indicating required and recommended meetings, milestones, deliverables and submittals, review timeframes, and critical actions or decisions required of the District or the Bond Management Team. Make modifications and updates to the work plan as

requested by the Program Manager.

J. The design of the project shall meet all relevant requirements of the applicable jurisdictions, codes, and regulations, such as those of the DSA, State Fire Marshall, local Fire Departments, State of California Building Codes, Americans with Disabilities Act, and others, as required.

K. Capable of making formal project design presentations to the District, Bond Management Team, and Board of Trustees using BIM modeling when deemed necessary.

L. The design firm shall work closely and in cooperation with the District's Representatives and/or the Bond

**EXHIBIT B
FEE PROPOSAL**

Construction Budget (Defined on next page)	Building Classification (See Schedule B) Project Type	Proposed Fee Expressed As Percentage (of Construction Budget)
\$0 To \$5 Million	1	
	2	
Above \$ 5 Mil to \$7.5 Mil	1	
	2	
Above \$7.5 Mil To \$10 Mil	1	
	2	
Above \$10 Mil To \$15 Mil	1	
	2	
Above \$15 Mil To \$25 Mil	1	
	2	
Above \$25 Mil	1	
	2	

Project type

1 = New Construction
2 = Modernization

EXHIBIT B-1
NEW CONSTRUCTION FEE

For projects that include more than one project type code (example - Student Admission Building and Parking Structure), the fee will be calculated individually for each project component.

Construction Budget: The Construction Budget will be determined by district and published with the Request for Proposal to Design Consultant. The Construction Budget is considered to be 75% of the total project budget and does not include furniture, fixtures and equipment, or other soft costs. Any increases in the Construction Budget that arise through no fault of the Design Consultant will be added to the original Construction Budget and the Design Consultant's fee will be adjusted accordingly.

EXHIBIT B-2
RENOVATION, REHABILITATION AND ADDITIONS – FEE GUIDELINES

Fees for Renovation, Rehabilitation, Improvements, Upgrades, Retrofits, and Additions are calculated as shown in Schedule C-1

EXHIBIT C

ADDITIONAL ARCHITECTURAL SERVICES

El Monte Union High School District will negotiate with successful design firms any additional Supplemental Services.

EXHIBIT D**PROPOSED SCHEDULE OF EVENTS
FOR THE EL MONTE UNION HIGH SCHOOL DISTRICT
ARCHITECTURAL SELECTION**

EVENT	DATE
Issue/Advertise RFQ to Interested firms	01/16/2012
Mandatory Pre-Proposal Meeting (3:00 p.m.)	02/07/2012
Final Questions Due no later than 3:00 p.m.	02/14/2012
Request for Qualifications due to District (by 3:00 p.m.)	02/23/2012
Issue Short-List Announcement to Firms	02/27/2012
Interview Short-List of Firms for Selection	03/05/2012
Issue Selection Notice to Selected Firms	03/09/2012

EXHIBIT E
SPECIALTY CONSULTANTS UNDER CONTRACT WITH DESIGN CONSULTANT

Specialty Consultant's services that are in addition to basic services are subject to individual authorization. The fee for such services will be proposed by the selected service provider and are subject to negotiation with District representatives. The Design Consultant is entitled to a markup of 3% of the negotiated Specialty-consultant costs (excluding Specialty-consultant's reimbursable costs) except where such Sub-consultant costs exceed 10% of the total Design Consultant compensation, in which case no mark up shall be permitted. The most common services assigned to Specialty Consultants include, but may not be limited to, the following:

- Security
- Acoustics
- Signage and Graphics
- Furniture, Fixtures & Equipment (FF&E)
- Traffic
- Arborist
- Food Service
- Audio/Visual Equipment
- Sustainable Design (LEED Certified)