

**REQUEST FOR QUALIFICATIONS (RFQ)/  
REQUEST FOR PROPOSAL (RFP) #2324-353**

**Professional Consulting Services**

**Swimming Pool Facility Conditions Assessment**

**For**

**Santa Ana College**



**Responses must be received no later than  
April 18, 2024**

**Submit Response To:** via email to: [FacilitiesRFP@rsccd.edu](mailto:FacilitiesRFP@rsccd.edu)

**Questions or  
Clarifications:**

All questions must be submitted in writing,  
via email to: [FacilitiesRFP@rsccd.edu](mailto:FacilitiesRFP@rsccd.edu)

## 1. REQUEST FOR QUALIFICATIONS

### 1.1. Purpose

By way of this Request for Qualifications/Request for Proposals (“RFQ/RFP”), the Rancho Santiago Community College District (“District”) is requesting Statements of Qualifications and Proposals (“Responses”) to provide professional consulting services for the development of a comprehensive condition assessment, construction documents, and construction administration services for the swimming pool facilities at Santa Ana College. The purpose of this RFQ/RFP is to obtain information that will allow the District to select a qualified Firm (“Consultant” or “Firm”) to provide Services mentioned above on behalf of the District. The District has a need to define, determine and quantify the assessment for the project in order to outline an implementation plan for moving forward.

Firms are required to submit a response according to **Section 1.5 “Response Format”**.

### 1.2. RFQ/RFP Schedule

Event / Occurrence	Deadline
District Issues RFQ/RFP	March 21, 2024
Deadline for Consultants to submit questions regarding this RFQ/RFP	April 4, 2024 by 2:00pm
<b>Deadline for Consultants to submit Responses</b>	<b>April 18, 2024 by 2:00pm</b>
District to interview Consultant(s) (Estimated)	Week of April 23, 2024
District Board of Trustees approves successful Consultant	May 28, 2024

The District has set the above RFQ/RFP Schedule that all Consultants must adhere to. The District reserves the right to modify this RFQ/RFP Schedule as needed and will issue an addendum if it modifies the Schedule.

### 1.3. Qualified Consultant

All Consultants submitting a Response to this RFQ/RFP and seeking to provide services for the Project should be extremely familiar with all applicable regulations, including the procedures for state-funded projects, industry guidelines especially as they apply to community college projects, and be capable of providing work product that will enable the District to strictly comply with said requirements. Consultants must demonstrate a minimum of eight (8) years of relevant experience and professional success with similar services for education projects and experience with Division of State Architect (DSA), Community Colleges, and School Districts.

### 1.4. Submission

If your Firm is interested in performing Services for the District, please submit to the District a Response in accordance with this RFQ/RFP. Responses must be emailed to [FacilitiesRFP@rsccd.edu](mailto:FacilitiesRFP@rsccd.edu) and must be submitted no later than the date indicated in the RFQ/RFP schedule included in Section 1.2. Delivery of Responses is the sole responsibility of the Consultant. All Responses must be signed (electronic signatures accepted) and become the property of the District.

## **1.5 Response Format**

Each Consultant is required to submit a Response they deem appropriate to the following request. Submittals should be brief and concise, but provide sufficient clarity to meet the criteria in the evaluation process. Each Response, tabbed, organized in the same order as the RFQ/RFP, and include all sections and information (as required) in Part 3, Statement of Qualifications Response Format. Each Consultant shall submit **one (1)** electronic submittal, no larger than 25MB, in PDF format with bookmarks, of the Response. The District will evaluate the Responses based on the responsiveness to District requirements listed in Section 5.1.

NOTE for Exhibits: All Exhibits should be tabbed, labeled, and included as part of the appendix. It is at the Firm's discretion to determine how to reference, in the body of the Response, the location of the Exhibits in the appendix. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFQ/RFP. The intent of the PDF forms is to keep all the requested information in a uniform format.

NOTE for Firms teaming with Sub-Consultants: Each responding Firm shall select their proposed sub-consultants based on their own criteria. However, RSCCD reserves the right to approve and request additional information or substitutions for sub-consultants proposed for any projects that may be awarded. Sub-Consultants do not need to complete all the Exhibits in this RFQ/RFP. Carefully read each section to determine which forms the Sub-consultants need to submit.

## **1.6 Questions**

Prior to submitting questions, fully review the information in this RFQ/RFP. However, should you have questions, please email [FacilitiesRFP@RSCCD.edu](mailto:FacilitiesRFP@RSCCD.edu). All questions must be submitted in writing, referencing RFQ/RFP #2324-353 in the subject line. The question deadline for this RFQ/RFP is included in Section 1.2. After this deadline, the District will not answer, address, and/or review any questions interested Consultants might submit. Responses to all questions received prior to the deadline will be provided to all Consultants via addendum. Addenda, if issued to this RFQ/RFP will not be distributed. Respondents are responsible to check the District's "Bid Opportunities" webpage to access any addenda. All addenda must be acknowledged in the Response.

## **2. PROJECT DESCRIPTION AND SCOPE OF SERVICES**

### **2.1. PROJECT BACKGROUND**

Santa Ana College is located at 1530 W 17<sup>th</sup> St. in Santa Ana. The Pool was completed in 1958 and is nestled between Office Buildings, a Gymnasium, classrooms, and a pool equipment room. The District is requesting, at a minimum, a comprehensive investigation and assessment of the swimming pool complex to include the swimming pool itself, surrounding components and systems, and supporting systems (mechanical, electrical, plumbing, filtration, etc., and required amenities.)

### **2.2. PROJECT AND SITE DESCRIPTION**

The swimming pool is roughly 100 feet by 75 feet with a depth profile of 3 feet to 12 feet; and a surface area of 7,500 square feet; and a volume of 350,370 gallons. The swimming pool and related components such as the pool deck, lighting systems, mechanical/pump room, but not limited to, need to be assessed so that the District can plan, prioritize, and phase improvements and renovations for projects accordingly.





### 2.3. SCOPE OF SERVICES

The District is procuring a comprehensive assessment of the aquatics complex to provide information for future improvements, upgrades, and renovations. The assessment shall include a prioritization and phasing plan to assist the District with planning and budgeting.

The Pool Facility Condition Assessment shall include:

- Perform a thorough and comprehensive assessment of the swimming pool complex to include the swimming pool and related systems and components (mechanical, plumbing, filtration, chlorination, lighting, access, data, scoring, and any other state and local code requirements, etc.). Such assessment process will study and layout various issues, concerns, and strengths.
- Provide the District with information during the study, at appropriate intervals, on the current condition of the existing pool, pits, MEP systems, support facilities such as, but not limited to, the bathhouse, pool decks, area lighting, compliance with safety regulations; provide necessary information for the District to determine its options and potential next steps regarding the future of the swimming pool/complex and all supporting systems.

Based on this assessment, provide a prioritization and phasing plan along with a rough order of magnitude budget.

Consultant shall, without limitation to the District's right to require other services not listed herein, carry out the responsibilities in order to provide a full assessment review of the existing conditions of the aforementioned facility in its entirety. Such services shall be performed consistent with the standard of care for professionals performing similar scope of services.

The Consultant shall, at a minimum, undertake the responsibilities reasonably necessary and customarily provided by Aquatics Design and Engineering Firms conducting business in the Southern California area to ensure that all of the District's goals, standards, policies and procedures are adhered to over the course of the Project.

The District envisions the **Swimming Pool Facility Conditions Assessment** to comprise of the following phases, tasks, and milestones.

- A. Conduct a kickoff meeting with District staff to discuss the goals of the project, timeline, and parameters of project.
- B. Conduct one (1) input meeting each with administrative, operational and maintenance team members to gain insights to conditions, challenges, concerns and expectations.
- C. Collect and review available existing information including available plans, studies, reports, aerial photos, maps and other information.
- D. Evaluate the existing construction, structural and mechanical/electrical systems with an analysis of such problems that might exist in the facility that shall require long or short-term attention.
- E. Consultant team to review M&O maintenance records during facility evaluation to identify issues related to maintenance activities, compliance with county health regulations, and compare to industry standard pool operations.
- F. Review building, openings, and pathways for conformance with fire and safety regulation compliance regulations and solutions, if applicable.
- G. Evaluate compliance with California Health and Safety Codes and Code of Regulations. For example, California Department of Public Health (CDPH), Health and Safety Codes (HSC) and Orange County Health Department code deficiencies.
- H. Evaluate all major facility systems and rate based on overall integrity, probable useful life and need of replacement. Systems and equipment shall be rated using evaluation criteria that includes present overall condition, age, effectiveness, efficiency, safety, code compliance per year constructed and new requirements that may get triggered, spare capacity, availability of spare parts.

#### **Facility Condition Assessment Report:**

Prepare Condition Assessment Report that will include, but not be limited to, the following:

- A. Conduct water test and provide profile of contents.
- B. Describe method used to perform condition assessment.
- C. Summarize the current condition of the pool area.
- D. Summarize the M&O maintenance record findings.
- E. Provide detailed condition analysis for each facility component.
- F. Findings based on the condition of each facility component

- G. Recommendations on repairing, maintaining or replacing each facility component.
- H. List code compliance issues and provide recommendation to address the issues. Consultant shall present recommendations regarding any code compliance issues as well as design services for the initial request and determine if any of the proposed or needed work requires DSA and public health review or if it is exempt work.
- I. Develop capital budgets for each recommendation. These budgets must be reported in a manner so the decision-makers can consider priorities and potential phasing.

**Presentation of Facility Condition Assessment:**

- A. Conduct one (1) meeting with Facilities and Planning staff at the end of the facility condition assessment to present draft findings and recommendations.
- B. Present final facility condition assessment. Meeting materials required for presentation shall include, but not limited to: one electronic copy of the assessment.

Consultant will maintain regular contact and communicate as necessary and as required by the District throughout all phases of the project.

**Construction Documents:**

Additionally, the scope for this project shall include professional engineering services to provide design documents (engineering and construction drawings, specifications, and cost estimates) for competitive bidding and construction for **two (2)** projects at Santa Ana College: **Swimming Pool Refinishing** and **Replacement of Swimming Pool Equipment**.

- A. Swimming Pool design & engineering typical of a standard re-plaster project including finishes and features necessary to provide a functional swimming pool.
- B. Swimming Pool equipment room design and engineering typical of upgrade project including any features necessary to provide a functional swimming pool. Assess the existing equipment including, but not limited to, all mechanical, electrical, plumbing, filtration, chlorination, lighting, access, data, scoring, etc.

Consultant shall provide coordination information to the District as needed for the following items:

- C. Specification of all materials and equipment, including finish types.
- D. Electrical service for the swimming pool underwater lights and pool equipment room equipment.
- E. General information and recommendations regarding requirements for the site including perimeter fencing, restrooms, locker rooms, auxiliary rooms, and general function and programming of the site and facility.

Consultant shall provide the above services through the following phases:

### **Initial Phase Services**

- A. Meet with the District (on site kick-off meeting) to discuss project goals and project timeframe. Consultant shall develop the meeting agenda and prepare meeting minutes.
- B. Obtain documentation from the District pertaining to the project, including but not limited to record drawings, as-built plans, aerial photos, program and event schedules, relevant site material, project budget information and established milestone timeframes for the project.
- C. Conduct due diligence research of site, utility locations and building code for the project.
- D. Develop a proposed project schedule to be updated in coordination with District staff, as appropriate.

### **Construction Document Phase Services**

- A. Based on the approved Schematic Design Documents and any further requested adjustments in the scope or quality of the Project or the construction budget authorized by the District, Consultant shall prepare, for approval by the District, Construction Documents consisting of Drawings and Technical Specifications outlined in detail the requirements for the construction of the Project.
- B. Consultant shall refer to approved recommendations and assessment from previous phase for a non-invasive visual aquatic engineering assessment of the existing swimming pool, deck, pool equipment room, support spaces and building mechanical room.
- C. Based on the mutually agreed-upon project program and schedule requirements, consultant shall prepare construction plans and cross-sections for the swimming pool showing critical finish dimensions and any features. Consultant shall review the physical characteristics and requirements identified for the pool based on the understood programming with the District.
- D. Design drawings shall include the following:
  - a. Swimming Pool structures and finishes
  - b. Swimming Pool deck area and limits
  - c. Support spaces
  - d. Activity program use and course/event configurations
  - e. Geotechnical issues influencing pool structures (if any)
  - f. Consultant shall submit a preliminary opinion of construction cost based on current area, volume, or other unit costs to the District.
  - g. Develop 60% and 100% construction documents and submit for plan check review by District. Revise and resubmit construction documents for plan check review until plans are approved for permit issuance.



- E. Consultant shall advise the District of any adjustments to the previous preliminary opinion of construction cost indicated by changes in requirements or general market conditions.

### **Agency Review Phase Services**

- A. All permits from governmental agencies shall be obtained by the District/Contractor. Consultant shall assist the District in filing the construction documents required for the approval of governmental agencies having jurisdiction over the Project.
- B. Consultant shall provide response revisions to address comments from governmental agencies.

### **Construction Administration**

- A. Consultant shall provide construction administration services through the closeout phase of each project.

### **2.4. Compliance with Applicable Laws**

Consultant's Response must set forth Consultant's understanding of all applicable laws, guidelines, and requirements, including the Education Code, Division of the State Architect (DSA), California Community Colleges Chancellors Office (CCCCO) and local ordinances and/or other applicable guidelines applicable to the Services to be undertaken, as well as Consultant's ability and methodology to comply with the same. Consultant's Response must confirm that the proposed Services will meet all the aforementioned requirements as set by the applicable codes, regulations and guidelines.

### **2.5. Working Conditions**

Each Consultant shall be capable of working indoors and outdoors, as required, in all weather and site conditions including, but not limited to, rain, dirt, mud, and ice. The Consultant's activities may require kneeling, bending, climbing ladders, stepping over trenches, etc.

### **2.4 Deadlines**

Each Consultant must be prepared to provide turnkey services for such assessment services as the District may hereafter require. Each Consultant must be prepared and equipped to provide such services in an expeditious and timely manner and on relatively short notice to enable the District to meet critical, and at times unpredictable, time deadlines and schedules.

The District shall not be responsible in any manner for the costs associated with the preparation or submission of Consultant's Response. The Response, including all drawings, plans, photos, and narrative materials, shall become the property of the District. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

## **3. STATEMENT OF QUALIFICATIONS/PROPOSAL RESPONSE FORMAT**

### **3.1. Firm Information**

Provide a cover letter and introduction, including the company name, headquarters and local office (if different from headquarters) address, telephone number, and e-mail address of the person or persons authorized to represent the institution regarding all matters related to the Response. As part of the narrative, provide a brief synopsis of the firm's corporate structure and history. In a narrative discussion, describe any litigation or threatened litigation against your firm or its owners that may affect your performance or completion of this proposed program. A person authorized to bind the firm to all commitments made in the Response shall sign this letter. In addition to the cover letter, complete **Exhibit A – Firm Information Form** and **Exhibit B – Firm Information Questionnaire**.

### **3.2 Firm Approach and Methodology**

Describe the Consultant's philosophy with regard to approach and experience in working with a Community College District. Identify key elements to providing quality service and project delivery that would lead to a successful project completion.

### **3.3 Firm Experience**

Provide a summary of Consultant's relevant expertise and experience in aquatic facility and swimming pool assessment consulting services, especially as it relates to community college facilities. Consultant must demonstrate a minimum of five (5) years of relevant experience and professional success.

Using **Exhibit C – Firm Project Experience Form**, provide a minimum of three (3) completed projects. Provide detailed descriptions of projects (particularly community college projects) that the consultant has worked on **within the last eight (8) years**, which demonstrates relevant experience for projects of various size, type, and difficulty. Each project description should include the date(s) that the relevant design services work was performed, the name, title, address, and telephone number of a contact person who can be contacted for verification of information provided by Consultant. Do not provide **Exhibit C** for Sub-Consultants.

Furthermore, provide a list of all contracts held within the last five (5) years including, with respect to each project, the project name, property address, contract amount, and the Owner's/District's contact person on said project. This Client listed may be contacted for a reference and past performance of the Consultant will be evaluated.

### **3.4 Key Personnel/Team Members**

Please identify your Firm's available team members, key personnel and staff members and their specific expertise and experience in condition assessments, especially as it relates to Community College campus projects. Include an organizational chart for the proposed staff and indicate who will be the District's main contact person for your Firm. Provide the names and detailed resumes of key personnel who will be the designated team available, knowledgeable, regularly attentive and working directly with the District. In addition, list all professional registration certification and/or license designations and numbers that are currently active in the State of California. Do not list any inactive registration and/or license designations.

### **3.5 Sub-Consultants**

Identify any Sub-Consultants, if any that are likely to be used by your Firm in carrying out Services for the District. You can list multiple firms if needed per category (i.e. mechanical, electrical, plumbing, structural, etc.) For each sub-consultant Firm, please list names,

California license or registration numbers, contact person(s), business addresses, phone numbers, fax numbers, e-mail addresses, date established, and time associated with Firm. Please complete **Exhibit A – Firm Information Form** and **Exhibit B – Firm Information Questionnaire** for Sub-Consultants. Provide team member resumes for each team member.

### **3.6 Billing Rates**

Provide billing rates for all personnel and categories of employees as well as any overhead or other special charges. If applicable, Consultant's Response should provide estimates for certain standardized components of the Services. Provide Consultant's typical fee schedule as applicable, as well as any Sub-consultant fees or services that may be needed. The District is looking for hourly rates for consultants and any Sub-Consultants as well as a proposed fixed fee lump sum. Complete **Exhibit D – Billing Rate Form** and **Exhibit D-1 Proposed Fee Form** (Use separate Billing Rate Form for any subconsultant).

Consultant hourly rates shall be **all-inclusive** and include/account for all direct labor costs, fringe benefits, travel, insurance, overhead, profit, and all other expenses the Consultant will incur in providing Services. All other services not included herein shall be negotiable as required.

### **3.7 Contract**

Consultants shall review a typical District agreement, see **Exhibit I – Consultant Services Agreement**, and provide any comments or objections to the Agreement in its Response. Consultants will be required to substantially accept the form of Agreement, including the indemnification provisions therein. **PLEASE NOTE: The District will not consider any substantive changes to the form of Agreement.**

### **3.8 Certification**

Consultants shall certify that they have received the RFQ/RFP, read the instructions and submitted a Statement of Qualifications with the proper authorizations. Consultant shall complete **Exhibit E – Certification, Request for Qualification** and submit it with the Response. Do not provide this form for Sub-Consultants.

### **3.9 Non-Conflict of Interest**

Consultants shall certify that they shall perform Services as an independent contractor and not as an officer, agent or employee of the District. Consultant shall complete **Exhibit F – Statement of Non-Conflict of Interest**, and submit it with the Response. Do not provide this form for Sub-Consultants.

Note: During the qualification and selection process (i.e. from the date this RFQ/RFP and/or future RFQ/RFPs are released to the conclusion of the selection process), if it is determined that any individual(s) who works for or represents any interested firm communicates with, contacts and/or solicits Board Members of the District in any fashion, said firm shall be disqualified from the RFQ and/or RFQ/RFP selection process, and may be removed from any established prequalified list, as well as the removal from the "interested vendors list."

### **3.10 Local Hire and Local Business Questionnaire**

Consultants shall certify by completing **Exhibit H – Questionnaire Form for Local Hire and Local Business** for Firm and any sub-consultants. The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local

Businesses. The District collects this data as part of the RFQ/RFP process and any future RFP process.

#### 4. INSURANCE REQUIREMENTS

The Firm awarded a contract will be required to maintain, in full force and effect and at their own expense, insurance policies with companies certified with the California Insurance Commission. For full insurance requirements, refer to **Exhibit I – Consultant Services Agreement (specifically Article 7)**.

Prior to commencing any project, the selected firm must provide the District with certificates of insurance that includes the following: the Rancho Santiago Community College District and its Board, Officers and employees, shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s).

#### 5. SELECTION CRITERIA AND EVALUATION PROCESS

All Responses will be evaluated as per the selection criteria and evaluation process described below. All Consultants shall be advised and understand the policies applicable to contract award if selected.

##### 5.1. Selection Criteria

Although not necessarily exhaustive of the criteria to be utilized, the District intends to use the following evaluation criteria in selecting the Consultant for the Project:

- **Responsiveness to the RFQ/RFP:** breadth and depth of response, completed Firm Information Form
- **Firm Information:** complete information regarding firm location, ownership, etc. Completed Firm Information Questionnaire (legal history, insurance coverage, safety record, disputes, termination, bankruptcy)
- **Firm Project Experience:** completed the form and demonstrates adequate and relevant experience, community college and/or school district experience, experience with Division of the State Architect (DSA), proven experience in meeting schedules and deadlines, adequately addresses items noted on form
- **Project Team and Sub-Consultants:** has provided all team member resumes with appropriate information, project experience noted, licenses noted, qualifications noted
- **Current Workload & Availability:** has adequate resources to support project, firm's support staff, project team and/or sub-consultants
- **Firm Approach & Methodology:** outlines a proposed methodology to be utilized in design of project as it relates to involvement of faculty, staff, management and other interested parties; evidence of ability to prioritize project and begin job in a timely fashion, able to address appropriately and differentiate aesthetics and functionality objectives of projects, has experience with site evaluations for projects
- **Specific Team Member Project Experience:** evaluate team member experience, relevancy for project and scope, totality of team members including sub-consultants identified to work on project
- **Fee:** has provided a proposed fee, provided billing rates for team members and sub-consultants, has competitive rates in comparison to others, completed the Billing Rate Form

- **Budgets/Cost Estimates:** (if applicable) proven experience in accuracy of firm's cost estimates
- Firm located in District or Orange County (for locally-funded projects), filled out the local hire/business form
- Veteran owned firms and/or DVBE firm
- Completed Certification Form
- Completed Statement of Non-Conflict of Interest Form
- Provided Confidential Financial Information (if requested)
- Provided comments on Draft Agreement (if applicable)
- Client Reference Checks: satisfaction of prior/current clients, professional reputation of the firm, past experience working with District

## **5.2. Evaluation of Responses**

Responses will be evaluated by a panel of individuals selected by the District. At the District's discretion, to further assist in evaluation, some, one, or all of the responding firms may be requested to participate in an oral interview. The interview will be used as another opportunity to clarify any issues within a given Response and explore the approaches that may be used to satisfy all District requirements. The District reserves the right to request that some or all of the responding firms consent to being interviewed by selected District personnel and/or representatives and/or submit additional written information.

Based on its evaluation of the Responses that it receives, the District may select a Consultant. The District reserves the right to request that some or all of the respondents submit additional written information and/or that they consent to be interviewed by selected District personnel and/or representatives.

## **5.3. Policies Applicable to Contract Awards**

All work to be performed under any awarded contract must conform to all applicable laws and guidelines and all requirements of the District, local jurisdictions as applicable, all other governmental agencies with jurisdiction, and conform to the requirements set forth by this RFQ/RFP.

This Request and any potential future RFQs or RFPs do not commit the District to award a contractual agreement with any vendor or to pay any costs incurred in the preparation of Responses or participation in an interview.

The District reserves the right at its sole discretion to: (i) waive or correct any defect or informality in any response, (ii) withdraw this RFQ/RFP, (iii) reissue this RFQ, (iv) send out additional RFQs, (v) reject any and/or all RFQs, (vi) prior to submission deadline for RFQs, modify all or any portion of the selection procedures including deadlines for accepting responses, Services to be provided under the RFQ, or the requirements for content or format of the RFQs, (vii) waive irregularities, (viii) procure any services specified in this RFQ by any other means, (ix) determine that no projects will be pursued and/or (x) terminate or change the contracting process articulated in this RFQ because of unforeseen circumstances.

Acceptance by the District of any Responses submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement for services.

Responses, including all graphic and narrative materials, shall become the property of the District upon the District's receipt of the Response. The District shall have the right to copy, reproduce, publicize and/or dispose of each Response in any way that the District may choose.

The District reserves the right to negotiate the terms and conditions of any agreement for services that may hereafter be let by the District.

## **6. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS**

The Rancho Santiago Community College District supports a participation goal of at least three percent (3%) of the overall dollar amount expended each year to Disabled Veterans Business Enterprises (DVBE). If Consultant is selected to provide services to the District, Consultant will be required to sign and return a Certification form (copy included with these RFQ/P documents) certifying that they will provide the District with information regarding the use of any DVBE contractors or consultants on the project.

Information about DVBE resources can be found on the Executive Branch's website at <http://www.dgs.ca.gov> or by calling the Office of Small Business and DVBE Certification at 916-375-4940. **Please note that DVBE documentation is included in this RFQ but is not required to be submitted in the Response.** The DVBE documentation will be required if the Consultant is Pre-Qualified and then chosen to provided services as a result of an RFP process. Please review **Exhibit G – Statement of Intent to Meet DVBE Participation Goal.**



Years of Service

Community College

**Personnel**

Total # of Personnel: \_\_\_\_\_

List In-house expertise/services other than the primary discipline.

	Name of Proposed Consultant	License/Discipline/ Education Degree	Years of Experience	
			Total Work Experience	Community College Work Experience
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____



## **Exhibit B – Firm Information Questionnaire**

---

Firm Name \_\_\_\_\_

### **ANSWER THE FOLLOWING QUESTIONS**

1. Is the company or its owners connected with other companies as a subsidiary, parent, affiliate, or holding company?  Yes  No  
If yes, explain on a separate, signed sheet.
2. Does the company have an ongoing relationship or affiliation with a contractor or equipment manufacturer?  Yes  No  
If yes, explain on a separate, signed sheet.
3. Has the company (or any owner) ever defaulted on a contract forcing a surety to suffer a loss?  Yes  No
4. In the past five (5) years, has the company had any project with disputed amounts more than \$50,000 or a project which was terminated by the owner, owner's representative or other contracting party and which required completion by another party?  Yes  No  
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, date and reason for termination/dispute.
5. Has the company, an affiliate company, or any owner ever declared bankruptcy or been in receivership?  Yes  No  
If yes, explain on a separate, signed sheet.
6. Has the company ever had arbitration on contracts in the past five (5) years?  Yes  No  
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, contract value, disputed amount, a brief description and final resolution.
7. Does the company have any outstanding liens or stop notices for labor and/or materials filed against any contracts which have been done or are being done by the company?  Yes  No  
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, amount of dispute, and brief description of the situation.
8. Has your firm, or an individual from your firm providing services for a project, ever been terminated for convenience or cause from a project, by either school district, College, CCD, public agency or client?  Yes  No  
If yes, explain on a separate, signed sheet. State the project name, location, owner/contact person, telephone number, and brief description of the situation.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION SUBMITTED WITH THIS RFQ/RFP IS TRUE AND CORRECT. FAILURE TO PROVIDE BACK UP TO A "YES" ANSWER AND/OR FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A RESPONSE DISQUALIFICATION.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

# Exhibit C – Firm Project Experience Form

Minimum of three (3) relevant projects completed within the last eight (8) years, and one of the three projects must have been for a community college district. <b>Use multiple sheets, as necessary.</b>			
Firm name:			
Project Name:			
Client Name:			
Location (City/State):			
Client Contact Name:			
Client Contact Title:			
Client Contact Telephone No:		Client Contact Email:	
Type of Project: (Feasibility, Planning, Design, Development, Financing (P3, etc.), Other)			
What was the Professional Service Contract Amount?		\$	
Original Total Budget for the Project?	\$	Actual project cost at end of project?	\$
Did your firm provide cost estimates? ( Y / N )		Contractors on the project:	
Milestone Project Schedule:		Was the project completed on schedule? (Y / N) If "no", explain below, including the reasons.	
Project Summary/Narrative: (Please provide details of Project, comments and/or clarifications)			



## Exhibit D-1 – Fee Proposal

---

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

Consultant shall propose an all-inclusive fixed fee/lump sum fee for each of the following phases:

### Swimming Pool Refinishing

Description	Fixed Fee/Lump Sum
Project Assessment	
Construction Documentation	
Agency Approval	
Bidding	
Construction	
Closeout	
<b>TOTAL</b>	

### Replacement of Swimming Pool Equipment

Description	Fixed Fee/Lump Sum
Project Assessment	
Construction Documentation	
Agency Approval	
Bidding	
Construction	
Closeout	
<b>TOTAL</b>	

Consultants may recreate this form in another program and may include subsections as part of each task.

## **Exhibit E – Certification, Requests for Qualifications**

---

I certify that I have read and received a complete set of documents including the instructions for submitting a Response to the attached Request for Qualifications. I further certify that I am submitting one (1) electronic Response containing a complete, single-document PDF version of the Firm's SOQ in response to this request and that I am authorized to commit the Firm to the SOQ submitted.

I consent to Rancho Santiago Community College District contacting references included in this Statement of Qualifications, including but not limited to other school districts listed herein for the purposes of obtaining information about the survey experience.

**FAILURE TO SIGN THIS DOCUMENT MAY RESULT IN A STATEMENT OF QUALIFICATIONS DISQUALIFICATION**

_____ SIGNATURE	_____ TYPED OR PRINTED NAME
_____ TITLE	_____ COMPANY
_____ ADDRESS	_____ CITY, STATE, ZIP
_____ TELEPHONE	_____ FAX
_____ DATE	

If you are a corporation, please provide your corporate seal here.



## Exhibit F – Statement of Non-Conflict of Interest

---

The undersigned, on behalf of the consulting Firm set forth below (the “Consultant”), does hereby certify and warrant that if selected, the Consultant, while performing the consulting services required by the Request for Qualifications, shall do so as an independent contractor and not as an officer, agent or employee of the Rancho Santiago Community College District (“the District”).

(1) No officer or agent of the Consultant has been an employee, officer or agent of the District within the past two (2) years;

(2) The Consultant has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;

(3) No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with the Consultant Agreement or shall become directly or indirectly interested in the Consultant Agreement;

(4) The Consultant shall receive no compensation and shall repay the District for any compensation received by the Consultant under the Consultant Agreement should the Consultant aid, abet or knowingly participate in violation of this statement; and

(5) During the selection process (from the date the RFQ is issued and ending on the date of the award of the contract), if it is determined that any individual(s) who work(s) and/or represent(s) the Consultant for business purposes communicates, contacts and/or solicits District’s Governing Board (“Board”), selection committee members, any members of Citizens’ Oversight Committee, or with any employee of the District except for clarification and questions as described herein in Section 1.6 in any fashion, such Consultant shall be disqualified from the RFQ selection process and from participating in any future RFQs and/or RFPs. This may also result in the removal of the Vendor, Firm, Contractor and/or Consultant from any established Pre-qualified list, as well as the removal from the “interested vendors” list.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**IF CONSULTANT IS UNABLE TO VERIFY THAT NO CONSULTANT EMPLOYEES ARE ALSO EMPLOYEES, OFFICERS OR AGENTS OF THE DISTRICT, PLEASE READ SECTION BELOW AND PROVIDE ADDITIONAL INFORMATION ON A SEPARATE SHEET.**

(1) Consultants are required to disclose any Consultant’s employee, officer or agent who is also an employee of the District. Please provide this information on a separate sheet.

(2) For all “dual employees” disclosed by a Consultant, the Consultant must provide specific details of the general/routine roles and responsibilities of the “dual employee” for the Consultant and the specific duties and responsibilities of the “dual employee” relating to the RFP and services required by the RFP.

(3) For Consultant who discloses that an employee, officer or agent of the Consultant is also a District employee, the District reserves the right to reject any Proposal based on the roles and responsibilities of the “dual employee” violating BP 7004 or Government Code §1126(a).

## Exhibit G – Statement of Intent to Meet DVBE Participation Goals

---

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) of 3 percent, per year.

Set forth below is a list of the anticipated participation of DVBEs which \_\_\_\_\_ (the “Consultant”) intends to use as part of its Agreement for Services, School Facilities Improvement Program (the “Program”). Although it is not specifically required, you are encouraged to include DVBE participation.

Prior to, and as a condition precedent for, final payment under the Agreement for the Program, the Consultant shall provide appropriate documentation to the District identifying the amount paid to DVBEs in conjunction with the Agreement, so that the District can assess its success in meeting the 3 percent goal.

The Consultant anticipates: (a) that \_\_\_\_\_ percent of the total dollar amount awarded to the Consultant shall be paid to DVBEs and (b) using the following DVBE Sub-Consultants:

Names of Sub-consultants:

---

---

---

---



## **Exhibit H – Questionnaire Form for Local Hire and Local Business**

The Rancho Santiago Community College District is interested in furthering opportunities for Local Hires and Local Businesses and the Board of Trustees has established a goal of 50% participation of “Local Hires” and 25% participation of “Local Businesses” for various capital construction projects. It is the intent of the District to not only meet these goals, but to exceed them. As used in this Exhibit, “Local Hire” and “Local Business” is defined as follows:

“Local Hire” means an individual who is “domiciled”, as defined in Elections Code section 349(b), in the following zip codes at least seven days prior to commencing work on the Project: 92602, 92606, 92610, 92612, 92614, 92618, 92620, 92626, 92627, 92660, 92675, 92676, 92679, 92688, 92701, 92703, 92704, 92705, 92706, 92707, 92708, 92780, 92782, 92802, 92805, 92806, 92807, 92808, 92840, 92843, 92861, 92862, 92865, 92866, 92867, 92868, 92869, 92883, or 92887. Local Hire shall also mean a “veteran” as defined in Military and Veterans Code section 980, who possesses a current and valid DD Form 214 card, and will provide work on the Project. Local Hire shall also mean any current or former student that the District determines is or was enrolled as a student at one of the District’s colleges, and will provide work on the Project.

“Local Business” means a business serving as a vendor as defined in Business and Professions Code section 7026 or a business supplying construction-related materials that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity submits a bid, contract, or proposal for the Project. A Local Business vendor must also be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5. Local Business shall also mean any business supplying services or supplies for the Project that has its principal headquarters or permanently staffed regional office and that has held a business license within the zip codes listed above for Local Hire for a minimum of three months prior to the date the entity signs a contract or proposal for the Project. Local Business shall also mean any state or nationally certified minority-owned, women-owned, or disabled veteran business that has performed work for the District or other public agency within the zip codes listed above for Local Hire during the past four years. Certification for a minority-owned, women-owned, or disabled veteran business must be provided to the District. Local Business shall also mean a business that participates in an internship program that is currently approved or recognized by the District. The entity may also apply to obtain District approval of its internship program. The internship program must be approved by the District and must be completed by the end of the Project or by the next semester immediately after completion of the Project. Local Business shall also mean any entity that uses apprentices from a District approved apprenticeship program.

The Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Please complete questions below, including additional sheet for each Subconsultant (if applicable):

Company: \_\_\_\_\_

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Firm is a Minority Business Enterprise (MBE)          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Firm is a Women Business Enterprise (WBE)             | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Firm is a Disabled Veteran Business Enterprise (DVBE) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If "yes" for items 1-3 above, provide a copy of certification.

4. Firm is a Veteran Owned Business  Yes  No

If "yes" to 4, provide DD214 Form/Card

5. This business participates in or provides opportunities for internship programs:  
 Yes  No

If "yes", state type of internship program(s) offered \_\_\_\_\_

---



---

6. List ALL Team Members who are considered a Local Hire. Check the applicable box(es), if any, pertaining to each individual.

	Team Member (First and Last Name)	Zip Code (for Local Residents Only)	Local Resident*	RSCCD Student**	Veteran	Intern
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

\*\* A RSCCD student is an individual who is or was enrolled in one or more classes at any of these campuses (Santa Ana College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, Santiago Canyon College or Orange Education Center).

If selected, the Consultant agrees it will use Local Hires and Local Businesses to the extent possible or if the opportunity arises at any time the Consultant is providing services pursuant to this RFQ/RFP and the final contract entered into with the District. The District may request information or documents to confirm participation by a Local Hire or Business and Consultant agrees to comply with any reasonable requests.

Company: \_\_\_\_\_

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

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

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

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

## **Exhibit I – Typical Agreement**

---

*See attached pages*

## ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this DAY day of MONTH in the year 2024 by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and \_\_\_\_\_, hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS**, DISTRICT desires to obtain architectural services for the Swimming Pool Refinishing and Swimming Pool Equipment Replacement, located at Santa Ana College hereinafter referred to as the “PROJECT”; and

**WHEREAS**, ARCHITECT is fully licensed to provide architectural services pursuant to the laws of the State of California;

**NOW, THEREFORE**, the PARTIES hereto agree as follows:

### **ARTICLE I - ARCHITECT’S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT shall commence the performance of the services commencing with the receipt of a written Notice to Proceed issued by the DISTRICT.
2. The ARCHITECT’s services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees, and ARCHITECT’s consultants, as enumerated in Articles II and III of this AGREEMENT.
3. The ARCHITECT’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The ARCHITECT represents that it will follow the standards of its profession in performing all services under this AGREEMENT. The ARCHITECT shall perform the services in accordance with all standards regarding application and interpretation of applicable law, code, rule, or regulation at the time the ARCHITECT performs the services.
4. The ARCHITECT shall submit for the DISTRICT’s approval a schedule for the performance of the ARCHITECT’s services consistent with the time limits included in EXHIBIT “D.” The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall incorporate the requirements set forth in Section 4 below and include allowances for time required for the DISTRICT’s review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.
5. The ARCHITECT shall perform all services under this AGREEMENT within the time limits noted in EXHIBIT “D”.

6. If the PROJECT includes the replacement or repair of more than 25% of a roof or the replacement or repair of a roof that has a total cost of more than \$21,000, the ARCHITECT shall comply with the requirements set forth in Public Contract Code section 3000, et seq., including signing the required certification.

7. The ARCHITECT has been selected based on ARCHITECT's knowledge of California public schools and colleges and ARCHITECT's knowledge of the educational system for funding and construction and is thoroughly familiar with the requirements for state funding, Division of the State Architect ("DSA") for approvals of plans and specifications, and other requirements that are applicable to a public-school project for community college districts.

8. The ARCHITECT shall coordinate its services with the Contractor, Project Inspector, Construction Manager (if applicable), and any other DISTRICT consultant(s) to ensure that all requirements under DSA's Inspection Card (Form 152) and any subsequent revisions, supplements or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements and in compliance with the PROJECT schedule. The ARCHITECT and its consultants shall take all action necessary as to not delay progress in meeting any DSA requirements. ARCHITECT's schedule shall be prepared considering potential delays in the DSA approval process. The ARCHITECT shall meet all requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01), DSA's Interpretation of Regulations: Construction Change Document Submittal and Approval Process (IR A-6), Project Submittal Checklist (DSA Form 3) and any subsequent revisions, supplements or updates thereto issued or required by DSA. Any references to DSA requirements or forms for the PROJECT shall be deemed to include and incorporate any revisions or updates thereto.

9. Contract Term. This AGREEMENT shall commence on MONTH DAY, YEAR and shall terminate when DSA Certification and project close-out has been achieved ("Term" or "Contract Term"), unless terminated or otherwise canceled. The parties also agree should all services be completed by ARCHITECT and accepted, in writing by the District, the AGREEMENT shall automatically terminate.

10. ARCHITECT has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the PARTIES have determined and agreed that the services provided by the ARCHITECT, its consultants, and their employees will have only limited contact with pupils at most. ARCHITECT agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the services. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

## **ARTICLE II - SCOPE OF ARCHITECT'S SERVICES**

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction Documents" defined as including, but not limited to, the following: The contract between the

DISTRICT and the “Contractor” awarded the PROJECT (the “Contract”), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

2. The ARCHITECT shall provide all services necessary for the DISTRICT to obtain required approvals from governmental agencies (for both on and off-site approvals) and any other entities including, but not limited to, those responsible for electrical, gas, water, sanitary or storm sewer, telephone, cable/TV, antenna-based services (e.g., Dish Network), internet providers, public utilities, the fire department, as well as the County Health Department, State Water Resources Control Board (“SWRCB”), the State Chancellor’s Office (“State Chancellor”) and DSA. If necessary, the ARCHITECT shall secure preliminary agency approvals and notify the DISTRICT in writing as to the actions the DISTRICT must take to secure formal approvals.

3. ARCHITECT shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under the AGREEMENT as well as coordination with all master plans, studies, reports and other information provided by DISTRICT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

4. The ARCHITECT shall be responsible for visually verifying and determining the capacity of existing utilities, and/or for any design or documentation required to make points of connection to existing utility services that may be located on or off the PROJECT site and which are required for the PROJECT.

5. The ARCHITECT shall provide a PROJECT description which includes the DISTRICT’s needs, Program, and the requirements of the PROJECT prior to preparing preliminary designs for the PROJECT.

6. The ARCHITECT shall assist the DISTRICT in determining the phasing of the PROJECT that will most efficiently and timely complete the PROJECT. This includes phasing the PROJECT’s construction and the inspection approval process so Incremental Approvals as required under DSA’s Construction Oversight Process Procedure can be obtained during the completion of the PROJECT.

7. The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’s PROJECT, schedule, and construction budget requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT, evaluation and application of educational specification requirements.

8. The ARCHITECT shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings, or locations.

9. ARCHITECT shall attend all bi-weekly design phase and weekly construction phase PROJECT meetings between the ARCHITECT, its consultants, the DISTRICT’s representative(s), other consultants of the DISTRICT, and Contractor throughout the PROJECT.

ARCHITECT shall provide minutes of the meeting and distribute to all parties involved. ARCHITECT shall also have a duty to make corrections, as appropriate, to the meeting minutes.

10. ARCHITECT shall make presentations to the DISTRICT's staff or the DISTRICT's Governing Board upon request, and shall attend meetings of the DISTRICT's Governing Board when required by the DISTRICT.

11. The ARCHITECT shall make revisions to Drawings, Specifications, or other documents when such revisions are necessary due to the ARCHITECT's failure to comply with approvals or instructions previously given by the DISTRICT, including revisions made necessary by adjustments in the DISTRICT's Program or Budget as defined in Article IV, or as a result of ARCHITECT's errors or omissions.

12. The ARCHITECT shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, method of bidding or negotiating the contract for construction. The ARCHITECT shall be prepared to prioritize and prepare a priority list to address critical Program and PROJECT needs as opposed to optional items that may be dropped if there is inadequate Budget for the PROJECT. In the case where there are Budget constraints the ARCHITECT shall prepare a priority list of critical programmatic needs and items that may be of lesser priority and review the Program with the DISTRICT.

13. The ARCHITECT shall provide services in connection with the work of a Construction Manager or separate consultants retained by DISTRICT.

14. The ARCHITECT shall provide detailed estimates of the PROJECT's Construction Costs at no additional cost to DISTRICT as further described in Articles V and VI.

15. The ARCHITECT shall provide detailed quantity surveys, which provide inventories of material, equipment, and labor.

16. The ARCHITECT shall provide analyses of DISTRICT ownership and operating costs for the PROJECT.

17. The ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage. ARCHITECT shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. ARCHITECT is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The DISTRICT shall procure furnishings and moveable equipment. ARCHITECT shall advise the District on lead times and availability of all PROJECT equipment, materials, supplies, and furnishings to ensure that all of these will be available to the DISTRICT in a timely fashion so as to not delay the PROJECT and/or delay the District's beneficial occupancy of the PROJECT. All other interior design services are addressed under Article III as an Additional Service.

18. {RESERVED}



19. To the extent the ARCHITECT is not familiar or does not have experience with any materials or systems designed for the PROJECT, the ARCHITECT shall visit suppliers, fabricators, and manufacturers' facilities, such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

20. The ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code §3400.

21. The ARCHITECT shall certify to the best of its information, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school or college building are free from any asbestos-containing building materials ("ACBM's"). ARCHITECT shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT. The ARCHITECT shall incorporate requirements into the PROJECT's specifications that indicate the above certification shall be part of the Contractor's final PROJECT submittal to the DISTRICT.

22. The ARCHITECT shall consider operating or maintenance costs when selecting systems for the DISTRICT. The ARCHITECT shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources.

23. The ARCHITECT shall prepare for and make formal presentations to the Governing Board of the DISTRICT, attend public hearings and other public meetings. The ARCHITECT shall be prepared to address concept and programmatic requirements for the PROJECT in such presentations, public hearings and public meetings. In addition, the ARCHITECT shall attend and assist in legal proceedings that arise from the errors or omissions of the ARCHITECT.

24. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified, or extended without written agreement between the DISTRICT and ARCHITECT.

25. The ARCHITECT shall comply with all federal, state, and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

26. The ARCHITECT shall have access to the work at all times.

27. The ARCHITECT shall commit the same PROJECT representatives from the commencement of services under this AGREEMENT through the completion of the Project Close-Out Phase. Any change in staff and/or sub-consultants will require the written approval of the DISTRICT.

28. The ARCHITECT shall comply with DISTRICT'S Facility Design Standards, Sustainability Standards, and other similar District design criteria and incorporate those standards, as applicable, during the performance of its services.

29. If the PROJECT is a lease-leaseback project procured utilizing Education Code section 81335, et seq., then ARCHITECT, in addition all other services required of it under this AGREEMENT, shall perform the services included in EXHIBIT "J".

30. {RESERVED}

31. {RESERVED}

32. **Construction Document Phase**

a. The ARCHITECT shall prepare, from the Design Development Documents approved by the DISTRICT, Construction Documents (in an acceptable Building Information Modeling format, such as Autodesk® Revit® and AutoCAD® Civil 3D®) consistent with EXHIBIT "I", including, but not limited to, all drawings and specifications for the PROJECT setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable (on and off site) governmental and code requirements including, but not limited to, the requirements of the State Chancellor, DSA, the local fire marshal/department, the County Health Department and any other governmental agency having jurisdiction over the PROJECT. The Construction Documents shall show all the work to be done to a minimum Level of Design ("LOD") 300, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc. ARCHITECT shall submit 60% and 100% Construction Documents as required herein and pursuant to Exhibit "I".

b. Prior to listing any specific equipment, material, supply, or furnishing, ARCHITECT shall verify, list and identify lead times, performance specifications, quality, durability, maintenance requirements to ensure compliance with District design guidelines, including, proper coordination with sub-consultants and availability of all PROJECT equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the PROJECT and/or delay the DISTRICT's beneficial occupancy of the PROJECT. The ARCHITECT shall also provide other options to the DISTRICT regarding other possible and more available equipment, materials, supplies, or furnishings.

c. The ARCHITECT shall identify all tests and special inspections on the Statement of Structural Tests and Special Inspections (Form DSA 103) that are required for the completion of the PROJECT as designed and submit such DSA 103 to DSA for approval along with all other Construction Documents. Upon DSA's approval of the Construction Documents, including the approved DSA 103 for the PROJECT, the ARCHITECT shall ensure that a copy of the approved DSA 103 for the PROJECT is

provided to the DISTRICT, the Laboratory of Record, each Special Inspector working on the PROJECT, the Project Inspector and the Contractor.

d. The ARCHITECT shall update the Construction Cost for the Project. Along with the conditions identified in the preceding phases, ARCHITECT shall update and refine the Design Development Phase revisions to the Construction Cost. Architect shall provide a Construction Cost sorted by the Project Bid Packages. The ARCHITECT shall immediately notify the DISTRICT of adjustments in previous estimates of the Construction Cost arising from market fluctuations or approved changes in scope or requirements. The ARCHITECT shall submit the Construction Cost to the DISTRICT for review and approval. At that time, the ARCHITECT shall coordinate with the DISTRICT to further develop, review, and reconcile the Construction Cost. If the estimated PROJECT Construction Cost exceeds the Budget, the ARCHITECT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT in conformance with Articles V and VI, unless otherwise modified by written authorization of the DISTRICT.

e. The ARCHITECT shall provide technical specifications for the PROJECT as required by EXHIBIT "I".

f. The ARCHITECT shall perform Construction Document Services to keep the PROJECT within all Program scope constraints set by the DISTRICT, as well as approved Budget, unless otherwise modified by written authorization by the DISTRICT.

g. As part of the ARCHITECT's professional services, ARCHITECT shall coordinate the drawings on the PROJECT. It is suggested, but not mandatory, that ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA.

a. The ARCHITECT shall provide the following copies for DISTRICT review and approval:

1. Digital sets in PDF format of the 60% and 100% Construction Drawings;
2. Digital sets in PDF format of specifications at 60% CD and 100% CD submission;
3. {RESERVED}
4. One (1) updated Statement of Probable Construction Cost at 60% CD and 100% CD submission;
5. One (1) updated Project Schedule at 60% CD and 100% CD submission;
6. One (1) zip drive or equivalent containing all files electronically and named according to the sheet name or specification name at 60% CD and 100% CD submission.

### 33. Agency Approval Phase

a. The ARCHITECT shall prepare and file all documents required for obtaining the required approvals of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, local fire marshal/department, City Design Review, County Health Department, Department of Public Works, and any other governmental agencies or authorities which have jurisdiction over the PROJECT.

b. The ARCHITECT shall not submit 100% Construction Documents to DSA for their review until all agreed upon constructability comments have been incorporated. Upon DISTRICT approval, the ARCHITECT shall then submit all required documents to the necessary governing agencies, obtain reviews and corrections from the governing agencies, and incorporate any required changes and/or corrections into the Contract Documents, calculations or other documents prepared by ARCHITECT.

c. ARCHITECT shall obtain all necessary approvals for the Construction Documents for the PROJECT from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the work depicted in the Construction Documents, including without limitation, approvals by DSA. ARCHITECT shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the ARCHITECT's fees as set forth in this AGREEMENT incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

d. The final DSA approved documents shall be electronically submitted to the DISTRICT by the ARCHITECT upon receipt from DSA.

e. ARCHITECT's Construction Documents Phase and Agency Approval Phase services shall not be deemed complete until the DISTRICT has approved the final Construction Documents in writing.

#### 34. **Bidding & Award Phase**

a. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids and awarding the Contract for the construction of the PROJECT.

b. The ARCHITECT shall assist the DISTRICT to prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall coordinate the development of bidding procedures and shall attend a bid/site walk(s). The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation

into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. During the bidding period of the PROJECT, ARCHITECT shall process all questions presented to the DISTRICT concerning the intent of the Contract Documents. In the event that items requiring interpretation of the Drawings or Specifications are discovered during the bidding period, those items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action will be in the form of an Addendum(a) prepared by the ARCHITECT and issued by the DISTRICT. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

c. The ARCHITECT shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the Project at a reprographics company specified by the DISTRICT for the printing of additional sets of the DSA approved Construction Documents during the PROJECT. In accordance with the requirements of this Section, the ARCHITECT shall forward all plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files) prepared by the ARCHITECT or the ARCHITECT's consultants during the course of the Project to the reprographics company specified by the DISTRICT at no additional cost to the DISTRICT. The DISTRICT may request that such documents be delivered to the reprographics company selected by the DISTRICT in CAD, PLOT, TIFF or other format approved by the DISTRICT.

d. Upon the DISTRICT's request, the ARCHITECT shall recommend an acceptable plan room, or blueprinting shop, or, in the alternative, ARCHITECT shall print the necessary bidding information, Contract forms, general conditions, supplementary general conditions and all other Construction Documents necessary to bid the PROJECT and award a complete Contract to a successful bidder and shall deliver/distribute such printed copies to all interested bidders.

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the bidding phase and issue via addendum. All Addenda shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Addenda are submitted to and approved by DSA prior to construction beginning on the PROJECT.

f. The ARCHITECT shall attend bid opening at the DISTRICT's request.

g. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the PROJECT, the ARCHITECT, in consultation with, and at the direction of, the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its Budget as set forth in Articles V and VI.

h. Upon completion of the Bidding & Award Phase, ARCHITECT shall produce a Conforming Set of PDF plans and specifications incorporating all Addenda issued thus far. In addition to the PDF versions, ARCHITECT shall provide one (1) electronic set of plans in the latest version of AutoCAD and one (1) electronic copy of the conforming specifications in Microsoft Word.

### 35. **Construction Phase**

a. Prior to the start of construction, the ARCHITECT shall certify that the following two documents have been submitted to DSA:

- (1) Contract Information Form DSA-102.
- (2) Project Inspector Qualification and Approval Form DSA 5-PI, to be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the DISTRICT's terminating the AGREEMENT, whichever is earlier. While ARCHITECT shall work as many hours as necessary to complete Construction Phase services.

c. The ARCHITECT shall provide technical direction to a Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The ARCHITECT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the ARCHITECT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The ARCHITECT shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The ARCHITECT shall provide the Project Inspector, Laboratory of Record and each Special Inspector an electronic copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT.

d. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the

completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

e. The ARCHITECT shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the DISTRICT prior to the Project Inspector's approval and sign off of any of the following sections of the PROJECT's PIC's as applicable:

- (1) Initial Site Work;
- (2) Foundation;
- (3) Vertical Framing;
- (4) Horizontal Framing;
- (5) Appurtenances;
- (6) Non-Building Site Structures;
- (7) Finish Site Work;
- (8) Other Work; or
- (9) Final.

If the ARCHITECT has delegated responsibility for any portion of the PROJECT's design to other engineers, the ARCHITECT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.

f. The ARCHITECT shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The ARCHITECT shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date, based upon the ARCHITECT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the ARCHITECT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

g. The ARCHITECT will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

h. The ARCHITECT shall provide general administration of the Construction Documents including, but not limited to, the following:

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less

than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

- i. Become familiar with, and to keep the DISTRICT informed about, the progress and quality of the portion of the work completed and for the preparation of the weekly written reports the ARCHITECT will prepare and submit to the DISTRICT for its review;
  - ii. Become familiar with, and to keep DSA and Project Inspector informed about, the progress and quality of the portion of the work completed and for the preparation of the necessary Interim Verified Reports the ARCHITECT will prepare and submit to DSA and Project Inspector as necessary for the timely inspection of the PROJECT and for the approval and sign off of each block/section of the PIC's during the course of the PROJECT's construction;
  - iii. Endeavor to guard against nonconforming work and deficiencies in the work;
  - iv. Determine if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the approved DSA Construction Documents;
  - v. Attend weekly on-site construction meetings, provide meeting minutes in accordance with this AGREEMENT, and being otherwise available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;
  - vi. Examine Contractor applications for payment and to issue certificates for payment in amounts approved by the necessary parties; and
  - vii. Verify, at least monthly, in coordination with the Project Inspector, that all as-built documents are being updated pursuant to the Contract between the DISTRICT and the Contractor.
- (2) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;
  - (3) Reviewing schedules and shop drawings for compliance with design;
  - (4) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards subject to DISTRICT knowledge and approval;



- (5) Responding to DSA field trip notes;
- (6) Preparing Construction Change Documents for approval by DSA;
- (7) Preparing Immediate Change Directives as directed by the DISTRICT;
- (8) Preparing change orders for written approval by the DISTRICT;
- (9) Making Punch List observations when the PROJECT reaches Substantial Completion;
- (10) Determining date of Substantial Completion and the date of final completion of the PROJECT;
- (11) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;
- (12) Assembling and delivering to the DISTRICT written guarantees, instruction books, diagrams, charts, and as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;
- (13) Issuing the ARCHITECT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
- (14) Providing any other architectural services to fulfill the requirements of the Construction Documents and this AGREEMENT.
  - i. The ARCHITECT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
  - j. The ARCHITECT, as part of the ARCHITECT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
  - k. The ARCHITECT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
  - l. The ARCHITECT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. The ARCHITECT's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
  - m. The ARCHITECT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The ARCHITECT shall promptly inform the

DISTRICT whenever, in the ARCHITECT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed. The ARCHITECT shall have the authority, upon its sole discretion, to reject PROJECT Contractor(s)'s work that presents an immediate risk of injury to persons.

n. The ARCHITECT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.

o. The ARCHITECT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.

p. The ARCHITECT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional cost or expense to the DISTRICT. In addition, the ARCHITECT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor, but which ARCHITECT failed to do.

q. In consultation with the DISTRICT and the Construction Manager, the ARCHITECT shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of progress payments to the Project contractor(s). The ARCHITECT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the ARCHITECT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The ARCHITECT shall review and respond to applications for progress payment in a prompt manner so as to allow the DISTRICT to timely meet its payment obligations to the PROJECT Contractor(s) under the terms of the Contract Documents and applicable law, rule or regulation. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.

r. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. ARCHITECT shall take action upon any submittal within fourteen (14) days of receipt. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in

the ARCHITECT's professional judgment, to permit adequate review. ARCHITECT shall review Contractor's schedule of submittals and advise the DISTRICT on whether that schedule is complete. The ARCHITECT shall provide the DISTRICT with proposed revisions to this schedule and advise the DISTRICT on whether the DISTRICT should approve this schedule.

s. The ARCHITECT's action upon Contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the PROJECT or in the work of separate contractors, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the ARCHITECT, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both PARTIES. ARCHITECT's response to each submittal shall be a substantive and acceptable response. This ten (10) day time period shall not include time when a submittal is within the DISTRICT's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the ARCHITECT's liability if it fails to prepare acceptable documents.

t. After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The ARCHITECT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the ARCHITECT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The ARCHITECT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the ARCHITECT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.

u. The ARCHITECT shall prepare and issue Immediate Change Directives ("ICD") to the Contractor when directed by the DISTRICT to complete the work that is necessary due to the Contractor's failure to complete the PROJECT in accordance with the DSA approved Construction Documents. The ARCHITECT shall provide the Project Inspector with a copy of the ICD and direct the Project Inspector to inspect the work as it is completed in accordance with the ICD.

v. ARCHITECT shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. ARCHITECT shall provide a

recommendation to DISTRICT as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

w. The ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The DISTRICT shall request these drawings from the ARCHITECT and shall be at no additional cost unless designated as Extra Services by the DISTRICT. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the DISTRICT for duplication and distribution.

x. All changes to the DSA approved Construction Documents, whether set forth in a CCD, ICD or any other document approved by the DISTRICT, shall be incorporated into change orders by the ARCHITECT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The ARCHITECT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time.

y. During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the ARCHITECT. ARCHITECT's response to each RFI shall be a substantive and acceptable response. This seven (7) day time period shall not include time when a submittal is within the DISTRICT's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the ARCHITECT's liability if it fails to prepare acceptable documents.

z. The ARCHITECT shall, at the ARCHITECT's expense, prepare a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

aa. The ARCHITECT shall inspect the PROJECT to determine the date or dates of Substantial Completion and final completion. The ARCHITECT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents, and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the ARCHITECT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.

bb. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in

writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

cc. The ARCHITECT shall:

(1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT;

(2) Determine the data criteria required to evaluate requests for substitutions; and

dd. The ARCHITECT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the State Chancellor, and DSA, in a timely manner and ensure proper close-out of the PROJECT.

ee. The ARCHITECT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the ARCHITECT shall maintain a log of all CCD's, ICD's, change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The ARCHITECT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the ARCHITECT during the course of construction.

ff. The ARCHITECT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the ARCHITECT.

gg. The ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation. ARCHITECT shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. ARCHITECT shall also provide, at the DISTRICT's request, architectural/engineering advice to the DISTRICT on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the Contractor's work.

hh. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The ARCHITECT shall inspect the PROJECT, in conjunction with the Contractor, in order to visually verify the Contractor's Punch List, add any and all other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the ARCHITECT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the ARCHITECT and the required Verified Report has been submitted to the DISTRICT for review, the ARCHITECT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the ARCHITECT and the Contractor. The ARCHITECT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the ARCHITECT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. The ARCHITECT shall review, evaluate and certify for payment the PROJECT Contractor(s)'s application for final payment. The ARCHITECT shall review and respond to the PROJECT Contractor(s)'s application for final payment in a prompt manner so as to allow the DISTRICT to timely meet its obligation to make payment of the final payment under applicable law, rule or regulation. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.

ii. Once the ARCHITECT has verified the Substantial Completion of the PROJECT, the ARCHITECT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the ARCHITECT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The ARCHITECT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events:

- (1) Work on the PROJECT is suspended for a period of more than one month;

(2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;

(3) DSA requests a Verified Report.

jj. The ARCHITECT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the ARCHITECT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the ARCHITECT approves any final Punch List by the Contractor. As part of the ARCHITECT's Basic Services under this Section, the ARCHITECT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the ARCHITECT. In the event the ARCHITECT and/or its consultants fail to verify that such work has been corrected by the Contractor before the ARCHITECT approves the final Punch-List and such work has in fact not been corrected, the ARCHITECT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

kk. The ARCHITECT shall provide to the DISTRICT a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- (1) Two (2) copies of meeting report/minutes from kick-off meeting;
- (2) Two (2) copies of observation reports;
- (3) Two (2) copies of weekly meeting reports.

ll. ARCHITECT acknowledges that the DISTRICT, DSA, and/or the Inspector of Record may require ARCHITECT to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by ARCHITECT in responding to the DSA Request is likely to result in delays to the PROJECT. Accordingly, ARCHITECT shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the ARCHITECT's DSA Response occur later than two (2) days after ARCHITECT receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the DISTRICT.

### **36. Project Close-Out**

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within thirty (30) days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

b. The ARCHITECT shall assist the DISTRICT in securing the delivery of any and all applicable documents described in Sections c and d below, to DSA for review prior to issuance of a "Certificate of Completion." The ARCHITECT shall submit all documents prepared by, or in control of, the ARCHITECT to DSA without delay.

c. During the period the PROJECT is under construction, the ARCHITECT shall certify that the following documents have been submitted to DSA:

- (1) Copies of the Project Inspector's semi-monthly reports;
- (2) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
- (3) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
- (4) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.

d. Upon the completion of all construction, including all Punch List items, the ARCHITECT shall assist the DISTRICT in securing the delivery of the following documents to DSA:

- (1) Copy of the Notice of Completion.



- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

The ARCHITECT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the ARCHITECT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the ARCHITECT shall assist the DISTRICT in obtaining the above documents for delivery to DSA.

### **ARTICLE III - ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:

- a. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to Agency approval;

- b. Making material revisions in drawings, specifications or other documents when such revisions are required to comply with direction from the DISTRICT that is substantively different than approvals or instructions previously given by the DISTRICT;
- c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;
- d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;
- e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;
- f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;
- g. Providing documents that exceeds LOD 300; and
- h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice and as approved by the DISTRICT in writing.

2. If authorized in writing by the DISTRICT, the ARCHITECT shall provide one or more PROJECT representatives to assist in carrying out more extensive representation at the site than is described in Article II. The PROJECT representative(s) shall be selected, employed, and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefor as agreed by the DISTRICT and ARCHITECT. Through the observations of such PROJECT representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be negotiated and approved in writing by the DISTRICT.

#### **ARTICLE IV - DISTRICT'S RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, and budget constraints, as well as any other criteria provided by the DISTRICT.

2. Prior to the Schematic Design Phase, the ARCHITECT shall prepare a current overall budget for the PROJECT which shall include the Construction Cost for the PROJECT (“Budget”). The Budget shall be based upon the DISTRICT’s objectives, schedule, budget constraints, and any other criteria that are provided to the ARCHITECT by the DISTRICT pursuant to Article IV, Section 1, above, and shall be consistent with EXHIBIT “E”. The DISTRICT shall approve the Budget prepared by the ARCHITECT pursuant to this Section and this shall be the Budget for the PROJECT as set forth in this AGREEMENT.

3. The DISTRICT shall notify the ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf. The DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. The DISTRICT shall observe the procedure of issuing any orders to Contractors only through the ARCHITECT.

4. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, the DISTRICT’s failure or omission to do so shall not relieve the ARCHITECT of the ARCHITECT’s responsibilities under Title 21, Title 24, and the Field Act hereunder, nor shall it waive any remedy DISTRICT may have against ARCHITECT. The DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

5. The proposed language of certifications requested of the ARCHITECT or ARCHITECT’s consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.

6. The DISTRICT shall provide a topographical survey to the ARCHITECT upon request.

#### **ARTICLE V - COST OF CONSTRUCTION**

1. During the Schematic Design, Design Development, and Construction Document Phases, the ARCHITECT’s estimates of Construction Cost shall be reconciled against the Budget approved by the DISTRICT pursuant to Article IV, Section 2.

2. The PROJECT’s “Construction Cost,” as used in this AGREEMENT and further defined in Exhibit “E”, means the total cost to the DISTRICT of all work designed or specified by the ARCHITECT, which includes the total award from the initial construction Contract(s) plus the work covered by approved change orders and/or any alternates approved by the DISTRICT. The Construction Cost shall not include any costs that are not specifically referenced in this Article V, Section 2, as approved costs. Costs excluded from the Construction Cost include, but are not limited to, payments to the ARCHITECT or other DISTRICT consultants, costs of inspections, surveys, tests, furniture and equipment not fixed to the building, and landscaping not included in PROJECT.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.

4. The Construction Cost shall be the acceptable estimate of Construction Costs to the DISTRICT as submitted by the ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible responsive bidder.

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA approved documents to the DISTRICT to reflect changes in the general level of prices in the construction industry between the date of submission of the DSA approved documents to the DISTRICT and the date on which bids are sought for the PROJECT.

6. The DISTRICT is relying on the ARCHITECT's expertise regarding the cost of construction. If the lowest bid received exceeds the Budget:

a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;

b. The DISTRICT may authorize renegotiation, when appropriate, or rebidding of the PROJECT within a reasonable time at no additional cost to the DISTRICT;

c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;

d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or

e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

7. If the DISTRICT chooses to proceed under Article V, Section 6(e), the ARCHITECT, without additional charge, agrees to redesign the PROJECT until the PROJECT is brought within the Budget set forth in this AGREEMENT. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed to in writing by the DISTRICT. Redesign means the redesign of the PROJECT, with all its component parts, to meet the Budget set forth in this AGREEMENT. If the DISTRICT chooses to proceed under Article V, Section 6(e) ARCHITECT's remaining obligations under this AGREEMENT shall not be affected.

#### **ARTICLE VI - ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article II shall be prepared on a square foot/unit cost basis, or more detailed computation if deemed necessary by the DISTRICT, considering prevailing construction costs and including all work for which bids or proposals will be received. It is understood that the PROJECT Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

2. The ARCHITECT shall prepare and review the ARCHITECT's estimates of Construction Cost at each phase of the ARCHITECT's services. The ARCHITECT shall provide

the DISTRICT with a written evaluation of the estimates at each phase of the ARCHITECT's services. The ARCHITECT's written evaluations shall, among other things, evaluate how the estimates compare to the Budget. If such estimates are in excess of the Budget, the ARCHITECT shall revise the type or quality of construction to come within the Budget at no additional cost to the DISTRICT. The ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization.

3. The ARCHITECT, upon request of the DISTRICT, shall prepare a detailed estimate of Construction Costs at no additional cost.

### **ARTICLE VII - ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. All documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer files, BIM files and/or AutoCAD files) prepared by the ARCHITECT or the ARCHITECT's consultants for this PROJECT, shall be and remain the property of the DISTRICT.

2. If DISTRICT intends to reuse ARCHITECT's plans, specifications, or other documents for a project or projects other than that which is the subject of this AGREEMENT, or otherwise modify those documents for reuse, the DISTRICT agrees to indemnify, defend, and hold the ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees accruing to, or resulting from, any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons including, but not limited to, death arising out of such unauthorized use, reuse or modification of the ARCHITECT's drawings, specifications, or other documents. The DISTRICT further agrees to remove the names and seals of the ARCHITECT and the ARCHITECT's consultants from the title block and signature pages. The DISTRICT, however, may use the ARCHITECT's plans and documents as enumerated in this Article as reference documents for the purposes of additions, alignments, or other development on the PROJECT site.

### **ARTICLE VIII – TERMINATION: SUSPENSION**

1. DISTRICT's Termination for Default. The DISTRICT may terminate this Agreement upon seven (7) days advance written notice to the ARCHITECT if there is a default by the ARCHITECT in its performance of a material obligation hereunder and such default in performance is not caused by the DISTRICT. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the ARCHITECT shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the DISTRICT's right to terminate this Agreement pursuant to the foregoing, the DISTRICT may terminate this Agreement upon written notice to ARCHITECT if: (i) ARCHITECT becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by ARCHITECT or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for ARCHITECT or any of ARCHITECT's property on account of ARCHITECT's insolvency; or (ii) if ARCHITECT disregards applicable laws, codes, ordinances, rules or regulations. If DISTRICT exercises the right of termination hereunder, the Contract Price due the ARCHITECT, if any, shall be based upon Basic Services, authorized

Additional Services, and allowable expenses incurred or provided prior the effective date of the DISTRICT's termination of this Agreement, reduced by the DISTRICT's prior payments of the Contract Price and losses, damages, or other costs sustained by the DISTRICT arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the ARCHITECT, if any, shall be made by DISTRICT only after completion of the Post-Construction Phase of the Project. ARCHITECT shall remain responsible and liable to DISTRICT for all losses, damages, or other costs sustained by DISTRICT arising out of termination pursuant to the foregoing or otherwise arising out of ARCHITECT's default hereunder, to the extent that such losses, damages or other costs exceed any amount due ARCHITECT hereunder for Basic Services, authorized Additional Services, and Expenses.

2. ARCHITECT's Termination for Cause. The ARCHITECT has the right to terminate this AGREEMENT if the DISTRICT fails to make payment of undisputed amounts due to ARCHITECT hereunder. That termination shall be effective on the date DISTRICT receives written notice of the termination from ARCHITECT. Architect may invoice District for Basic Services and any approved Additional Services as of the date of termination and District shall pay all undisputed invoice(s) for services performed until the ARCHITECT's notice of termination, not to exceed the ARCHITECT's fee.

3. DISTRICT's Termination for Convenience. The DISTRICT may, at any time, upon seven (7) days advance written notice to ARCHITECT terminate this Agreement or the Work of the Project for the DISTRICT's convenience and without fault, neglect, or default on the part of ARCHITECT. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the DISTRICT's written notice to ARCHITECT or such other time as the DISTRICT and ARCHITECT may mutually agree upon. In such event, the DISTRICT shall make payment of the Contract Price to ARCHITECT for services provided through the date of termination plus actual costs incurred by ARCHITECT directly attributable to such termination.

4. ARCHITECT Obligations upon Termination. Upon the DISTRICT's exercise of the right of termination under Article III, Paragraph 1 or 2 of this Agreement, the ARCHITECT shall take action as directed by the DISTRICT relative to its on-going administration of geotechnical construction services of the Project. If requested by the DISTRICT, the ARCHITECT shall within ten (10) days of such request, assemble and deliver to the DISTRICT all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the ARCHITECT under this Agreement. The ARCHITECT shall deliver the originals of all Geotechnical Documents, work product, instruments of service, and other items of a tangible nature requested by the DISTRICT pursuant to the preceding sentence; provided, however, that the ARCHITECT may, at its sole cost and expense, make reproductions of the originals delivered to the DISTRICT.

5. DISTRICT's Right to Suspend. The DISTRICT may, in its discretion, suspend all or any part of the construction of the Project or the ARCHITECT's services under this Agreement; provided, however, that if the DISTRICT shall suspend construction of the Project or ARCHITECT's services under this Agreement for a period of one-hundred and twenty (120) consecutive days or more and such suspension is not caused by the ARCHITECT's default or the acts or omissions of ARCHITECT or its ARCHITECTs, upon lifting of such suspension, the

Contract Price may be adjusted to reflect actual costs and expenses incurred by ARCHITECT, if any, as a direct result of the suspension and resumption of the Project construction or ARCHITECT's services under this Agreement.

## **ARTICLE IX – DISPUTES**

1. Continuation of ARCHITECT Services. Except in the event of the DISTRICT's failure to make payment of an undisputed invoice due ARCHITECT for the Project, notwithstanding any disputes between DISTRICT and ARCHITECT hereunder or in connection with the Project, ARCHITECT and DISTRICT shall each continue to perform their respective obligations hereunder; including the obligation of the ARCHITECT to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

2. Mandatory Mediation.

a. The PARTIES hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The PARTIES' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The PARTIES agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a PARTY requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.

b. Except as set forth below, the PARTIES agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a PARTY makes written demand to the other for Mediation.

c. The PARTIES shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either PARTY. The Mediation shall be conducted in accordance with the rules as the PARTIES agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.

d. The PARTIES shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the PARTIES are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.

e. The Mediation shall take place at a location within twenty (20) miles of the DISTRICT's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the PARTIES, but, unless otherwise agreed to in writing, each PARTY shall bear its own attorney's fees.

f. If any PARTY commences a legal action without first attempting to resolve the Claim as required by this Article IX, that PARTY shall be in breach of this

AGREEMENT and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

g. This mandatory mediation process shall only apply to Claims pursuant to the Article XIII, Section 5 herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

3. Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the ARCHITECT's submission of claims to the DISTRICT as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The ARCHITECT's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the ARCHITECT's initiation of the binding arbitration procedures under Article IV, Paragraph 3, above.

4. THE PARTIES UNDERSTAND AND AGREE THAT ARTICLE VIII OF THIS AGREEMENT SHALL GOVERN ALL TERMINATION RIGHTS AND PROCEDURES BETWEEN THE PARTIES. ANY TERMINATION PROVISION THAT IS ATTACHED TO THIS AGREEMENT AS AN EXHIBIT SHALL BE VOID AND UNENFORCEABLE BETWEEN THE PARTIES.

#### **ARTICLE X – ACCOUNTING RECORDS OF THE ARCHITECT & AUDITING RIGHTS OF DISTRICT**

1. Records of the ARCHITECT's direct personnel and reimbursable expenses pertaining to the services performed on this PROJECT and records of accounts between the DISTRICT and Contractor shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or his authorized representative at mutually convenient times.

2. The DISTRICT retains the right to review and audit, and the reasonable right of access to ARCHITECT's and any consultant's premises to review and audit the ARCHITECT's compliance with the provisions of this AGREEMENT ("District's Audit Right"). The DISTRICT's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the ARCHITECT's premises, of any and all PROJECT-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the DISTRICT in its sole discretion. The DISTRICT shall keep this information confidential, as allowed by applicable law.

3. The DISTRICT's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the DISTRICT determines are necessary to discover and verify that the ARCHITECT is in compliance with the requirements of this AGREEMENT.



4. If there is a claim for additional compensation or for Additional Services, the DISTRICT's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the DISTRICT determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

5. The ARCHITECT shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The ARCHITECT shall make available to the DISTRICT for review and audit, all PROJECT related accounting records and documents, and any other financial data. Upon DISTRICT's request, the ARCHITECT shall submit exact duplicates of originals of all requested records to the DISTRICT.

6. The ARCHITECT shall include audit provisions in any and all of its subcontracts and shall ensure that this Article is binding upon all consultants.

7. The ARCHITECT shall comply with these provisions within fifteen (15) days of the DISTRICT's written request to review and audit any or all of Architect's Project-related documents, records and information.

8. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the AGREEMENT shall be subject to the examination and audit of the State Auditor, at the request of the DISTRICT, or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the AGREEMENT.

#### **ARTICLE XI – COMPENSATION TO THE ARCHITECT**

1. DISTRICT agrees to pay ARCHITECT in accordance with the rate and price schedule information set forth in EXHIBIT "B" for the services performed pursuant to this AGREEMENT.

2. The ARCHITECT's fees for performing Additional Services related to change orders are paid as approved by the DISTRICT's Board. If a change order is approved without ARCHITECT fee, no fee will be paid to the ARCHITECT unless negotiated and approved prior to commencing the change order-related services.

3. The ARCHITECT's compensation for performing all the Basic Services required by this AGREEMENT shall be as follows:

Construction Docs Phase: No more than 60% of the estimated Architect Fee, as determined under Exhibit "B" to this AGREEMENT, to be paid monthly based on actual level of completion

Agency Approval Phase: No more than 5% of the estimated Architect Fee, as determined under Exhibit "B" to this AGREEMENT, to be

paid upon DSA approval of the PROJECT including incorporation and approval of any back-check comments

Bid and Award Phase:	No more than 2% of the estimated Architect Fee, as determined under Exhibit "B" to this AGREEMENT, to be paid monthly based on actual level of completion
Construction Admin. Phase:	No more than 25% of the actual Architect Fee, as determined under Exhibit "B" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
Project Close-Out Phase:	Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, "Project Close-Out" have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded (if applicable).

4. The ARCHITECT and its consultants shall maintain time sheets detailing information including, but not limited to, the name of the employee, date, a description of the task performed in sufficient detail to allow the DISTRICT to determine the services provided, and the time spent for each task. The DISTRICT and ARCHITECT may otherwise mutually agree, in writing, on alternative types of information and levels of detail that may be provided by the ARCHITECT and its consultants pursuant to this Article XI.

5. The ARCHITECT shall invoice all fees and/or costs monthly for the Basic Services that are provided in accordance with this AGREEMENT from the time the ARCHITECT begins work on the PROJECT. The ARCHITECT shall submit one (1) invoice monthly to the DISTRICT detailing all the fees associated with the applicable progress to completion percentage, reimbursable expenses (if any), and Additional Services (if any) incurred for the monthly billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g., receipts, invoices), including a copy of the DISTRICT's authorization notice for the invoiced item(s), if applicable. The DISTRICT reserves the right to return unsubstantiated Invoices to the ARCHITECT for clarification without payment. Invoices requesting payment for Additional Services must reflect the negotiated compensation previously approved by the DISTRICT and include a copy of the DISTRICT's written authorization notice approving the Additional Services and the additional compensation approved by the DISTRICT. No payments will be made by the DISTRICT to the ARCHITECT for monthly invoices requesting reimbursable expenses or Additional Services absent the prior written authorization of the DISTRICT. The DISTRICT's prior written authorization is an express condition precedent to any payment by the DISTRICT for Additional Services or reimbursable expenses and no claim by the ARCHITECT for additional compensation related to Additional Services or reimbursable expenses shall be valid absent such prior written approval by the DISTRICT.

6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and subject to the prior written approval of the DISTRICT. Assessment and collection of

liquidated damages from the Contractor is a condition precedent to payment for extra services arising from Contractor-caused delays.

7. Reimbursable expenses, if included in EXHIBIT "B", are in addition to compensation for basic and extra services, and shall be paid to ARCHITECT at one and five-hundredths (1.05) times the expenses incurred by ARCHITECT, ARCHITECT's employees and consultants. Reimbursable expenses shall not be exceeded without the prior written approval of DISTRICT. Provided that ARCHITECT obtains DISTRICT's prior written approval, costs and expenses will be reimbursed to ARCHITECT in accordance with EXHIBIT "B" and this Article XI. DISTRICT's prior written authorization is an express condition precedent to any reimbursement to ARCHITECT of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by DISTRICT. ARCHITECT's mileage and travel time shall **not** be considered as an allowable reimbursable expense. Items that may be considered for reimbursement, if requested by DISTRICT, are as follows:

- a. Approved agency fees.
- b. Items requested/approved by the DISTRICT in writing.

8. Reimbursable Expenses shall not include the following specified items or any other item not specifically identified in Article XI, Section 7 above:

- a. Travel expenses;
- b. Check prints;
- c. Prints or plans or specifications made for ARCHITECT's consultants and all progress prints;
- d. Plans and specifications that are required per Article II;
- e. ARCHITECT's consultants' reimbursables;
- f. Models or mock-ups; and
- g. Meetings with Cities, planning officials, fire departments, DSA, State Chancellor or other public agencies.

## **ARTICLE XII - EMPLOYEES AND CONSULTANTS**

1. The ARCHITECT, as part of the ARCHITECT's basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants

that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

2. The ARCHITECT has been selected to perform the services herein because of the skills and expertise of key individuals.

3. The ARCHITECT agrees that personnel identified in EXHIBIT "C" shall be assigned to the PROJECT. ARCHITECT shall not change any of the key personnel listed in EXHIBIT "C" without prior written notice to, and written approval by, District, unless said personnel cease to be employed by ARCHITECT. In either case, DISTRICT shall be allowed to interview and approve replacement personnel.

4. The ARCHITECT shall submit, for written approval by the DISTRICT, the names of the consultants and/or consultant firms proposed for the PROJECT. The ARCHITECT shall notify the DISTRICT of the identity of all design professionals and/or consultants in sufficient time prior to their commencement of services to allow the DISTRICT a reasonable opportunity to review their qualifications and object to their participation on the PROJECT if necessary. The ARCHITECT shall not assign or permit the assignment of any design professionals, engineers, or other consultants to the PROJECT to which DISTRICT has a reasonable objection. Approved design professionals and/or consultants shall not be changed without the prior written consent of the DISTRICT. Nothing in this AGREEMENT shall create any contractual relation between the DISTRICT and any consultants employed by the ARCHITECTS under the terms of this AGREEMENT.

5. ARCHITECT shall promptly obtain written DISTRICT approval of any assignment, reassignment or replacement of such architects, engineers, experts and consultants, or of other staff changes of key personnel working on the project. As provided in this Agreement, any changes in ARCHITECT's consultants and staff shall be subject to the DISTRICT's approval.

6. If any personnel fail to perform to the satisfaction of the DISTRICT or fully comply with the terms of this AGREEMENT, then upon written notice by the DISTRICT the ARCHITECT shall remove that person from the project and replace that person with personnel acceptable to the DISTRICT with five (5) business days of said notice. All lead or key personnel for ARCHITECT must also be designated by the ARCHITECT and shall be subject to the DISTRICT's right to interview and approve replacement personnel. In either case, the DISTRICT shall be allowed to interview and approve replacement personnel.

7. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of the ARCHITECT is not acceptable to the DISTRICT, then that individual shall be replaced with an acceptable competent person at the DISTRICT's request.

8. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT

decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

1. ARCHITECT represent that the ARCHITECT has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by ARCHITECT. In the event a conflict arises during the performance of this Agreement, said person shall be immediately removed from the Project and replaced with personnel acceptable to the District.

2. ARCHITECT shall execute the Roofing Contract Financial Interest Certification and Iran Contracting Certification attached to this AGREEMENT.

3. The ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT.

4. ARCHITECT's Indemnity.

a. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, ARCHITECT shall indemnify, protect, defend and hold free and harmless the DISTRICT, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including, without any limitation whatsoever, personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of the ARCHITECT, its directors, officials, officers, employees, contractors, subcontractors, consultants or agents arising out of, connected with, or resulting from the performance of ARCHITECT's services, the PROJECT, or this AGREEMENT. This indemnity excludes ARCHITECT liability as to the active or sole negligence or willful misconduct of the District.

b. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

(1) Without limiting ARCHITECT's liability for indirect cost impacts due to PROJECT delays, the direct costs for which the ARCHITECT shall be liable shall be proportionate to the amount the DISTRICT is liable to the PROJECT Contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the PROJECT delays,

including the proportionate cost of interim housing necessitated by PROJECT delays, to the extent that the PROJECT delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of ARCHITECT in the performance of any services that falls below the standard of care or fail to conform with ARCHITECT's responsibilities under this AGREEMENT.

(2) Without limiting ARCHITECT's liability for indirect cost impacts, the direct costs for which the ARCHITECT shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of ARCHITECT in the performance of any services that falls below the standard of care or fail to conform with ARCHITECT's responsibilities under this AGREEMENT.

(3) These amounts may be paid by ARCHITECT to DISTRICT or the DISTRICT may in reasonable good faith withhold those costs from amounts owing to ARCHITECT, pending resolution of the dispute.

c. The ARCHITECT's duty to indemnify and defend under this AGREEMENT shall apply during the term of this AGREEMENT and shall survive any expiration or termination of this AGREEMENT until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the DISTRICT may have under the law or under this AGREEMENT.

d. The ARCHITECT's duty to defend shall begin upon the DISTRICT's notification to the ARCHITECT of a Claim. At that time, the ARCHITECT shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the DISTRICT and ARCHITECT shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the DISTRICT and the ARCHITECT. At that time, the PARTIES shall determine the cost to defend that is chargeable to the ARCHITECT and a payment from one PARTY to the other PARTY shall be made within sixty (60) days to satisfy that reconciliation.

e. The PARTIES understand and agree that Article XIII, Section 5, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the ARCHITECT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

f. Any attempt to limit the ARCHITECT's liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

5. Other than as provided in this AGREEMENT, the DISTRICT's financial obligations under this AGREEMENT shall be limited to the payment of the compensation provided in this AGREEMENT. Notwithstanding any other provision of this AGREEMENT, in no event shall the DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this AGREEMENT for the ARCHITECT's services performed hereunder. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by ARCHITECT, or by its employees and consultants, even though the equipment may be furnished or loaned to ARCHITECT by DISTRICT.

6. The ARCHITECT shall be solely responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of any and all kind, either due to or arising from errors by the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants as stated in the AGREEMENT. The ARCHITECT shall be responsible for and pay all of the DISTRICT'S costs, expenses, fees and damages, of all kind, arising from the omissions of the ARCHITECT and/or one or more of the ARCHITECT'S consultants and/or sub-consultants that are greater than what the DISTRICT would have paid had the work been correctly shown in the DSA-approved Contract Documents. Notwithstanding the foregoing, the DISTRICT will pay for the costs, expenses, fees and/or damages arising from such errors and/or omissions up to a maximum aggregate amount of three percent (3%) of the value of the awarded construction contract at the time of execution of the contract with the Contractor. The ARCHITECT shall be solely responsible for and pay for all of the DISTRICT'S costs, expenses, fees and/or damages arising from such errors and/or omissions in excess of three percent (3%) of the value of the awarded construction contract at the time of execution of the contract with the Contractor.

7. ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT, which will protect ARCHITECT and DISTRICT from claims which may arise out of, or result from, ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers Compensation and Employers Liability Insurance. The ARCHITECT shall obtain: (i) Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable.; and (ii) Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by the ARCHITECT. The Employer's Liability Insurance may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance.

b. Commercial General Liability, Automobile Liability and Property Insurance. The ARCHITECT shall obtain Commercial General Liability and Property Insurance as covering the following types of claims: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT'S employees; (ii)

claims for damages insured by usual personal injury liability coverage; (iii) claims arising out of injury to or destruction of property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (v) products/completed operations and (vi) contractual liability insurance applicable to the ARCHITECT'S obligations under this Agreement.

c. Automobile Liability Insurance. If the ARCHITECT Commercial General Liability policy of insurance does not include coverage for claims of personal injury, death of persons or property damage arising out of use, ownership, maintenance of owned, leased or hired motor vehicles, the ARCHITECT shall obtain a separate Automobile Liability policy of insurance.

d. Professional Liability Insurance. The ARCHITECT shall obtain professional liability insurance covering liabilities of the ARCHITECT arising out of the performance of Services under this Agreement. The ARCHITECT'S Professional Liability insurance policy shall be issued on a "Claims Made" basis and shall include "tail" claims coverage for not less than five (5) years after the completion of Services or the earlier termination of this Agreement.

e. Sub-Consultant Insurance. If the District consents to any completion of any portion of the Services by a Sub-Consultant to the ARCHITECT, the Sub-Consultant shall obtain policies of insurance with the minimum coverage limits set forth herein.

f. Insurance Requirements. The General Liability and Automobile Liability policies of the ARCHITECT and Sub-Consultant, if any, shall name the District and its officers, agents and employees as additional insureds; and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance. All policies of insurance shall provide that not less than thirty (30) days' written notice shall be given to the District prior to cancellation or material modifications. The ARCHITECT and Sub-Consultants, if any, shall not provide Services until Certificates of Insurance evidencing the required policies of insurance with the minimum coverage limits are delivered to the District and accepted by the District. If the ARCHITECT fails to secure or maintain any policy of insurance required hereunder such failure is deemed a default of the ARCHITECT under this Agreement.

g. Minimum Coverage Limits. The minimum coverage limits for policies of insurance of the ARCHITECT and Sub-Consultants, if any, are:



<b>Consultant Insurance Requirements</b>	
<b>Policy Insurance</b>	<b>Minimum Policy Limits</b>
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$3,000,000)
<b>Sub-Consultant Insurance Requirements</b>	
<b>Policy Insurance</b>	<b>Minimum Policy Limits</b>
Workers Compensation Insurance	In accordance with law
Employers Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)
Automobile Liability (if not covered by Commercial General Liability policy)	Combined Single Limit: (\$1,000,000)
Professional Liability	Per Occurrence: (\$1,000,000)
	Aggregate: (\$2,000,000)

h. In the event that the ARCHITECT sub-consults any portion of the ARCHITECT’s duties, the ARCHITECT shall require any such Sub-Consultant to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Employers Liability, Commercial Liability and Professional Liability, in amounts which are appropriate with respect to that Sub-Consultant’s part of work which shall in no event be less than \$1,000,000 per occurrence. The ARCHITECT shall not sub-consult any portion of the ARCHITECT’s duties under this AGREEMENT without the DISTRICT’s prior written approval.

i. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the ARCHITECT.

j. Furthermore, and to the coverage and limits specified herein shall be the greater of:

(1) The minimum coverage and limits specified in this AGREEMENT; or

(2) The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the ARCHITECT to be kept pursuant to this AGREEMENT.

8. The ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. The ARCHITECT understands and agrees that the ARCHITECT and all of the ARCHITECT’s employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled including, but not limited to, State Unemployment Compensation or Workers’ Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of the ARCHITECT’s employees or agents as they relate to the services to be provided under this AGREEMENT. The ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective employees of the ARCHITECT.

8. Notices. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service; or (b) U.S. Mail, mailed either by registered, overnight, or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this AGREEMENT, the addresses of the PARTIES are as follows:

DISTRICT:

Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Attn: Carri M. Matsumoto  
Telephone: (714) 480-7510  
Facsimile: (714) 796-3910

ARCHITECT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_  
Attn: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_ - \_\_\_\_\_

9. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using tobacco products (smoking, chewing, etc.) on DISTRICT property at all times.

10. Gift Ban: Effective April 25, 2016, , revised November 13, 2017 and January 13, 2020 and April 12, 2021, the Board of Trustees adopted Gift Ban Policy ([BP 3821](#)). The Consultant shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. The complete policy can be found on the District’s website.

11. The ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, shall be prohibited from using profanity on DISTRICT property including, but not limited to, all DISTRICT sites and this prohibition shall include, but is not limited to, all racial, ethnic and/or sexual slurs or comments which could be considered harassment.

12. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory.

Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

13. Nothing contained in this AGREEMENT shall create a contractual relationship with, or a cause of action in favor of, any third party against either the DISTRICT or ARCHITECT.

14. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. ARCHITECT shall not assign this AGREEMENT.

15. This AGREEMENT shall be governed by the laws of the State of California. Venue for any action arising from this AGREEMENT or ARCHITECT's services hereunder shall be in the county in which the DISTRICT's administrative offices are located.

16. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

17. If either PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorneys' fees.

18. This AGREEMENT shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase, or provision of this AGREEMENT, neither this AGREEMENT nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this AGREEMENT), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

19. The ARCHITECT is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the DISTRICT, or any image that represents the DISTRICT without express written consent from the DISTRICT.

20. This AGREEMENT is not valid, binding, or an enforceable obligation against the DISTRICT until approved or ratified by motion of the Governing Board, duly passed and adopted.

22. COVID-19. Consultant, any employees of consultant, and/or sub-consultants, visitors or guests of such consultant that enter upon District property, shall at all times comply with all federal, state, and local directives, ordinances, laws, health orders and regulations and District guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19. This may require scheduling site visits by appointment only, proof of vaccination status, proof of an FDA approved/authorized COVID-19 test, the ability to conduct business meetings via online

or the internet, wearing required face mask protection and maintaining social distancing guidelines if attendance on site is necessary to conduct essential business related to services described herein.

23. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this AGREEMENT, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the DISTRICT reserves the right to conduct business electronically, unless otherwise communicated by the DISTRICT to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

**ARCHITECT:**

<<NAME OF ARCHITECT >>

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Tax ID: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COPIES TO:**

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and  
Support Services

**DISTRICT:**

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_

Iris I Ingram, Vice Chancellor Business  
Services

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

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director of Purchasing Services

**EXHIBIT "A"**  
**PROJECT DESCRIPTION**

DRAFT

## EXHIBIT “B”

### ARCHITECT’S FEE

The total not-to-exceed fee is <AMOUNT IN WORDS> DOLLARS (<AMOUNT IN NUMBERS>). Included in this not-to-exceed fee is the following:

1. Compensation for Basic Services: The DISTRICT shall compensate the ARCHITECT a fixed fee of <AMOUNT IN WORDS> DOLLARS (<AMOUNT IN NUMBERS>) for performing the Basic Services as described in this AGREEMENT and billed in accordance with Article XI.

2. Allowance: Included in the aforementioned fee is an estimated allowance of <AMOUNT IN WORDS> DOLLARS (<AMOUNT IN NUMBERS>) for additional services and/or reimbursable expenses subject to the District’s approval in accordance with Article XI.

**The ARCHITECT and their subconsultant’s hourly rates for additional services are included in EXHIBIT “F”. Rates are valid for the entire duration of the AGREEMENT and shall not be adjusted except as agreed upon by the PARTIES in writing.**

**EXHIBIT "C"**

**ARCHITECT’S CONSULTANTS AND THEIR KEY PERSONNEL**

ARCHITECT’S CONSULTANTS: Key personnel are listed for the Architect and each of Architect’s consultants below. The identified consultant personnel shall be maintained on the project during all phases of service to the DISTRICT.

<b>Architect’s Principals:</b>	<b>Architect’s Consultants:</b>
Principal in Charge: [Insert Name] Project Director: [Insert Name] Project Architect(s): [Insert Name] Other: [Insert Name] Other: [Insert Name] Other: [Insert Name] Other: [Insert Name]	Civil: [Insert Name] Structural: [Insert Name] Mechanical: [Insert Name] Electrical: [Insert Name] Fire Protection: [Insert Name] Cost Estimating: [Insert Name] Landscaping: [Insert Name or NA] Acoustics: [Insert Name] Other: [Insert Name] Other: [Insert Name]

<b>CIVIL ENGINEERING:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:	<b>STRUCTURAL ENGINEERING:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:
<b>ELECTRICAL ENGINEERING:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:	<b>MECHANICAL ENGINEERING:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:
<b>COST ESTIMATING:</b> <Company Name> <Company Address> <Phone Number> Name of Licensee:	<b>LANDSCAPING DESIGN:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:
<b>FIRE PROTECTION:</b> <Company Name> <Company Address> <Phone Number> <EOR, License #> Name of Licensee:	



**EXHIBIT “D”**

**PROJECT SCHEDULE**

The ARCHITECT shall complete the Services required under this Agreement in accordance with the following Milestone Activities, as required by the scope of work: The anticipated project schedule indicated below is subject to change.

<b><u>Task</u></b>	<b><u>Duration</u></b>
ARCHITECT prepares 60% Construction Documents	___ weeks
DISTRICT/Third Party Review of 60% Construction Documents	___ weeks
ARCHITECT prepares 100% Construction Documents	___ weeks
DISTRICT/Third Party Review of 100% Construction Documents	___ weeks
Agency Approval	___ weeks
Bid Phase	___ weeks
Construction Phase:	
Submittal/Procurement Phase	___ weeks
Construction Phase	___ weeks
Substantial Completion (Anticipated Date to Be)	<Substantial Completion Date>
Project Closeout	___ weeks

## EXHIBIT "E"

### CONSTRUCTION BUDGET

The construction budget for the project will be developed by the Architect as part of this project. Within this construction budget, ARCHITECT shall include the following, unless otherwise directed by the DISTRICT:

1. Contractor's Fee, Overhead, Profit, General Conditions: 15%
2. Contractor's Costs for Bonds & Insurance: 2.5%
3. Contractor's Mark-Up for Self-Performed Work: 12.5%
4. Contractor's Mark-Up for Subcontractor Performed Work: NTE 5%
5. Project Contingency: 1.5%
6. Project Allowance: TBD
7. Design Contingency: As determined by the ARCHITECT based on phase/completion of drawings.

**EXHIBIT “F”**

**ARCHITECT AND SUB-CONSULTANT’S HOURLY RATES**

The rates set forth in this Schedule “F” shall be valid and not increased during the life of this Agreement.

**ARCHITECT’S Hourly rates**

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rates:</b>
Partner		\$
Project Director		\$
Project Manager		\$
Senior Architect		\$
Specifications Writer		\$
Senior Planner		\$
Project Architect		\$
Planner		\$
Senior Interior Designer		\$
Project Coordinator		\$
Architect		\$
Construction Administrator		\$
Intermediate Designer		\$
Junior Designer		\$
Architectural Assistant		\$

**Civil Engineer’s Hourly Rates**

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rates:</b>
Principal Engineer		\$
		\$
		\$
		\$

**Structural Engineer’s Hourly Rates**

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rates:</b>
Principal Engineer		\$
		\$
		\$
		\$
		\$

**Landscape Architect’s Hourly Rates**

<b>Position:</b>	<b>Name of Personnel:</b>	<b>Hourly Rates:</b>
Principal Landscape Architect		\$
		\$
		\$
		\$

		\$
--	--	----

**Mechanical/Plumbing Engineer's Hourly Rates**

Position:	Name of Personnel:	Hourly Rates:
Principal Engineer		\$
		\$
		\$
		\$
		\$
		\$

**Electrical Engineer's Hourly Rates**

Position:	Name of Personnel:	Hourly Rates:
Principal Engineer		\$
		\$
		\$
		\$
		\$
		\$

**Cost Estimator's Hourly Rates**

Position:	Name of Personnel:	Hourly Rates:
Principal Estimator		\$
		\$

**Kitchen Consultant's Hourly Rates**

Position:	Name of Personnel:	Hourly Rates:
Principal Designer		\$
		\$
		\$
		\$

**EXHIBIT "G"**

**VENDOR FORM - LOCAL HIRE AND LOCAL BUSINESS INFORMATION**



Keep OPEN for PDF FILLABLE version



Keep OPEN for PDF FILLABLE version

Keep OPEN for PDF FILLABLE version



**EXHIBIT "H"**

**STATEMENT OF INTENT TO MEET DVBE PARTICIPATION GOALS**

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises ("DVBE") of 3 percent per year. Although it is not specifically required, you are encouraged to include DVBE a enterprises as part of the Services under this AGREEMENT. The undersigned, on behalf of \_\_\_\_\_ ("Consultant"), certifies the following:

- Consultant **is** a certified Disabled Veteran Business Enterprise
- Consultant is **not** a certified Disabled Veteran Business Enterprise
- Consultant will include a certified Disabled Veteran Business Enterprise as part of its Services to the District.
- Consultant will not include a Certified Disabled Business Enterprise as part of its Services to the District. If this box is checked, please explain why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company: \_\_\_\_\_

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

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

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

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



## EXHIBIT "I"

### REQUIREMENTS OF DRAWINGS AND SPECIFICATIONS

ARCHITECT's deliverables for each phase of design shall include and conform with, at a minimum, the following:

1. {RESERVED}
2. {RESERVED}
3. Construction Documents – 60%
  - a. Architectural
    - i. Site plan developed to show building location, and major site elements.
    - ii. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
    - iii. Architectural details and large blow-ups started.
    - iv. Well-developed finish, door, and hardware schedules.
    - v. Fixed equipment details and identification started.
    - vi. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
  - b. Structural
    - i. Structural floor plans and sections with detailing well advanced.
    - ii. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - c. Mechanical
    - i. Mechanical calculations virtually completed with all piping and ductwork sized.
    - ii. Large scale mechanical details started.
    - iii. Mechanical schedule for equipment substantially developed.
    - iv. Complete design of Emergency Management System ("EMS")."

d. Electrical

i. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

ii. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

iii. All electrical equipment schedules started.

iv. Special system components approximately located on plans.

v. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

e. Civil

i. All site plans, site utilities, parking, walkway, and roadway systems including all topographical and major site elements and existing/proposed contour lines.

ii. Site utility plans started.

f. Landscape. All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

g. Specifications

i. More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT.

ii. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

iii. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the DISTRICT and only with DISTRICT's prior approval.

iv. Specifications shall be in 6-digit CSI format.

4. Construction Documents – 100%

a. Architectural

- i. Completed site plan.
- ii. Completed floor plans, elevations, and sections.
- iii. Architectural details and large blow-ups completed.
- iv. Finish, door, and hardware schedules completed, including all details.
- v. Fixed equipment details and identification completed.
- vi. Reflected ceiling plans completed.

b. Structural

- i. Structural floor plans and sections with detailing completed.
- ii. Structural calculations completed.

c. Mechanical

- i. Large scale mechanical details complete.
- ii. Mechanical schedules for equipment completed.

iii. Completed electrical schematic for environmental cooling and exhaust equipment.

iv. Complete energy conservation calculations and report.

d. Electrical

i. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

ii. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- iii. All electrical equipment schedules completed.
- iv. Special system components plans completed.
- v. Electrical load calculations completed.
- e. Civil. All site plans, site utilities, parking and roadway systems completed.
- f. Specifications
  - i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT.
  - ii. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
    - 1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
    - 2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
  - iii. Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the DISTRICT and only with DISTRICT's prior approval.
  - iv. At one hundred percent (100%) review, DISTRICT shall review the specifications and shall direct ARCHITECT to make corrections at no cost to the DISTRICT.
  - v. Coordination of the Specifications with specifications developed by other disciplines.
  - vi. Specifications shall be in 6-digit CSI format.
- g. Constructability Review. The DISTRICT and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the ARCHITECT who shall make necessary changes along with providing written comments for each item listed in the report.

## EXHIBIT “J”

### ARCHITECT’S LEASE-LEASEBACK OBLIGATIONS

1. As used in this AGREEMENT, “Preconstruction Consultant” shall refer to a consultant(s) who may be engaged by the DISTRICT to perform professional services for the PROJECT. The term “Preconstruction Consultant” is used for convenience only. DISTRICT has no obligation to neither retain a Preconstruction Consultant nor perform any of the functions set forth in this AGREEMENT for the “Preconstruction Consultant”. The term “Preconstruction Consultant” may or may not encompass the functions to be performed by the Contractor(s) to be selected by the DISTRICT to construct the PROJECT. If DISTRICT does not employ a Preconstruction Consultant, DISTRICT shall be substituted in place of the words “Preconstruction Consultant” wherever they appear in this AGREEMENT. The Preconstruction Consultant may, but does not have to be, the Contractor selected to construct the PROJECT.

2. ARCHITECT shall have no responsibility for instructions given to the Preconstruction Consultant or Contractor by DISTRICT. DISTRICT shall give a copy of such instructions to ARCHITECT at or near the same time they are given to Preconstruction Consultant or Contractor. ARCHITECT shall report immediately to DISTRICT any instruction which ARCHITECT believes is contrary to the Contract Documents or will adversely affect the Project. DISTRICT has no obligations to ARCHITECT to discourage, indemnify from, or defend against claims of Preconstruction Consultant or Contractor or any subcontractors based upon any of the foregoing except when it is the sole fault of the DISTRICT.

3. ARCHITECT shall involve the DISTRICT’s Preconstruction Consultant, if any, wherever possible in the design process and/or any other DISTRICT third party reviewer. ARCHITECT shall coordinate with the DISTRICT’s Preconstruction Consultant through all phases of the design process and awarding of the PROJECT to a Contractor. ARCHITECT shall produce all deliverables created to the Preconstruction Consultant at the District’s direction. If the Preconstruction Consultant recommends any changes to the design documents, the DISTRICT may direct the ARCHITECT to adjust ARCHITECT’s design at no cost to the DISTRICT, unless such a service shall constitute an Additional Service pursuant to the AGREEMENT.

4. DISTRICT, ARCHITECT, and Preconstruction Consultant (the “Team”) shall function as a team to design and construct the Project as expeditiously as possible to maximize the Program content within the fixed budgetary limits established by DISTRICT. In general, ARCHITECT shall be the team leader with respect to design matters and DISTRICT shall be the team leader with respect to all other matters, including without limitation, construction and financial matters.

5. Building Information Modeling.

a. The PROJECT shall be designed in Building Information Modeling “BIM” software and model shall be used for all site development and building design through all phases of a project. This includes, but is not limited to, architectural, structural,

mechanical, electrical, plumbing and fire protection documents. Landscape and civil do not need to be in BIM model; however, planters or planting that can affect the method of construction should be shown in the model. The model shall be used to perform visualization during PROJECT design. The Construction Documents shall show all the work to be done in a minimum Level of Design (“LOD”) 300, as well as the materials, workmanship, finishes, and equipment required for the completion of the PROJECT. Please note the final Construction Document deliverable is a stamped set of 2D drawings, not a 3D BIM Model.

b. Based on the BIM model provided by the ARCHITECT, the Preconstruction Consultant will be performing (as part of its Due Diligence) Building Information Modeling of the plans and specifications to visualize conflicts that may have not been located as part of the ARCHITECT’s constructability review as the plans and specifications were being prepared. This Building Information Modeling will allow the Preconstruction Consultant to walk-through the PROJECT to visualize the actual built PROJECT on a computer, select views of each unique trade, perform a conflict detection review, and work with subcontractors and suppliers. This will allow the Preconstruction Consultant to efficiently and effectively resolve coordination issues interactively with the ARCHITECT’s design team both before construction. The ARCHITECT shall work with the Preconstruction Consultant and coordinate and prepare any required changes or clarifications to the Construction Documents resulting from the Building Information Modeling performed by the Preconstruction Consultant.

6. The term “Contract Documents” shall include:

a. “Lease-Leaseback Documents.” As part of the Construction Services Agreement, a site lease with a Contractor (the “Site Lease”) for the PROJECT has been entered in order for the Contractor to construct improvements to this existing sites and act as the owner of the PROJECT to provide a greater degree of control over insurability of the overall PROJECT, ability to coordinate site related items such as utilities and offsite Work, and greater primary control and oversight over subcontractors and suppliers for the PROJECT as the owner of the Site and the PROJECT. In addition, the Contractor leases the constructed portions of the Site and the PROJECT back to the DISTRICT (“Sublease”) under which the DISTRICT will be required to make sublease payments the Contractor for the use and occupancy of the portions of the PROJECT that are delivered by the Contractor under the Construction Services Agreement as verified by the Contractor, ARCHITECT, and Inspector in the Payment Applications that are submitted for the PROJECT.

b. “Guaranteed Maximum Price.” The Contractor has thoroughly conducted Due Diligence (as defined in the Construction Services Agreement) to establish a Guaranteed Maximum Price (“GMP”) for the PROJECT (which shall include any contingency(ies) and allowance(s) as applicable) that shall not be exceeded. The Preconstruction Consultant has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the PROJECT for the GMP.

7. If anything in the General Conditions, or in any supplementary general conditions, or the Lease-Leaseback Documents, or in any general requirements set forth in any of the Drawings or Specifications is inconsistent with any provisions of this AGREEMENT, this AGREEMENT shall govern. Subject to these understandings, the Contract Documents shall be construed as a whole according to their common meaning. The Drawings and Specifications shall be designed so as to be consistent with the Division 0.

8. Cumulative of the services required to be performed by ARCHITECT, in the AGREEMENT, ARCHITECT shall assist the DISTRICT to finalize a GMP within the Budget.

9. ARCHITECT shall involve the DISTRICT's Preconstruction Consultant, if any, wherever possible in the design process and/or any other DISTRICT third-party reviewer.

10. Value Engineering. ARCHITECT shall assist the DISTRICT and Preconstruction Consultant in developing value engineering opportunities during the design and Contractor selection and Contract award phases of the Project. If the DISTRICT, in its sole judgment and determination, elects to incorporate Value Engineering concepts or solutions, ARCHITECT shall incorporate such into the Contract Documents without any additional charge, unless the current design is within Budget. If the design is within Budget, the incorporation of Value Engineering concepts or solutions into the design documents shall be considered Additional Services.

11. Contract Award Phase Services. During the DISTRICT's award of the PROJECT:

a. The ARCHITECT shall assist the DISTRICT and its consultants in the review of proposals, qualifications, or interviews with potential lease-leaseback Contractors.

b. The ARCHITECT shall coordinate the requirements set forth in the Lease-Leaseback Documents including the Construction Services Agreement with the final Construction Documents.

c. The ARCHITECT shall respond to any requests for information from the Contractor or DISTRICT that arise during the development and negotiation the GMP.

d. The Contractor and DISTRICT will determine a GMP for the PROJECT based on the Budget and scope constraints established by the DISTRICT and this amount shall not be exceeded unless amended or otherwise approved in writing by the DISTRICT. The ARCHITECT agrees to perform all services pursuant to this AGREEMENT to comply with the GMP.

12. Construction Phase Services.

a. ARCHITECT shall review all Contractor's requests to utilize PROJECT contingency or allowance(s) and advise the DISTRICT as to whether to accept or reject Contractor's request.

Agreement No.  
Board Approval:

<AGREE #>  
<Bd. Approval Date>

DRAFT



**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT NO. \_\_\_\_\_ between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
("DISTRICT") and \_\_\_\_\_ ("ARCHITECT /  
ENGINEER") ("CONTRACT" or "PROJECT").

I \_\_\_\_\_,  
Name Name of ARCHITECT / ENGINEER

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

Furthermore, I \_\_\_\_\_,  
Name Name of ARCHITECT / ENGINEER

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

I \_\_\_\_\_,  
Name Name of ARCHITECT / ENGINEER

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of ARCHITECT / ENGINEER ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

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

Proper Name of ARCHITECT / ENGINEER: \_\_\_\_\_

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

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

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

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT NO. \_\_\_\_\_ between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“DISTRICT”) and \_\_\_\_\_ (“ARCHITECT / ENGINEER”) (“CONTRACT” or “PROJECT”).

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

ARCHITECT / ENGINEER shall complete **ONLY ONE** of the following two paragraphs.

1. ARCHITECT / ENGINEER’s total Fee is less than one million dollars (\$1,000,000).

**OR**

2. ARCHITECT / ENGINEER’s total Fee is one million dollars (\$1,000,000) or more, but ARCHITECT / ENGINEER is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b), and ARCHITECT / ENGINEER is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

3. ARCHITECT / ENGINEER’s total Fee is one million dollars (\$1,000,000) or more, but the DISTRICT has given prior written permission to ARCHITECT / ENGINEER to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the DISTRICT is included with this CONTRACT.**

I certify that I am duly authorized to legally bind the ARCHITECT / ENGINEER to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of ARCHITECT / ENGINEER: \_\_\_\_\_

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

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

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