

ADDENDUM #1

REQUEST FOR QUALIFICATIONS (RFQ) NO. B-18

Architectural/Engineering Design Services For the Chabot and Las Positas Colleges

September 20, 2017

This addendum is issued to clarify, add, delete, correct and/or change the RFQ B-18 Document to the extent indicated and is hereby made a part of the above noted subject on which the selection will be based. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the RFQ B-18 to remain in force. It is the responsibility of all responders to conform to this addendum.

BID QUESTIONS

Question #	Firm Name	Response
RFI 2	Engineering 350	See Attached RFI Response
RFI 3.1	HMC Architects	See Attached RFI Response
RFI 5	K2A Architecture + Interiors	See Attached RFI Response
RFI 7	Integral Group	See Attached RFI Response
RFI 8	Dougherty	See Attached RFI Response

END OF ADDENDUM

ATTACHMENTS:

RFI Submittals and Responses
Architectural/Engineering Agreement Template

Architectural/Engineering Design Services
For Chabot and Las Positas Colleges
RFQ B-18

REQUEST FOR INFORMATION (RFI) FORM



REQUEST FOR QUALIFICATIONS (RFQ) B-18
FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES
FOR VARIOUS MAJOR MEASURE A BOND PROJECTS
(Chabot College and Las Positas College)

E-Mail to Victoria Lamica, Contract Manager
vlamica@clpcd.org

Firm Name: Engineering 350	
Date: 9/13/17	Page No.: Page 7 of 8
<p>Question/Information Requested:</p> <p>In the "7.0 Form of Architectural/Engineering Agreement" section of this page, there is a link to the A/E Agreement document, but the link doesn't work. It says "404 - File or directory not found."</p> <p>Do you have another link to that document?</p>	
<p>Response:</p> <p>The Architectural/Engineering Agreement Template is attached herein this Addendum No. 1</p>	
Respondent:	
Response cc:	All Firms via Addendum

REQUEST FOR INFORMATION (RFI) FORM



REQUEST FOR QUALIFICATIONS (RFQ) B-18 FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR VARIOUS MAJOR MEASURE A BOND PROJECTS (Chabot College and Las Positas College)

E-Mail to Victoria Lamica, Contract Manager
vlamica@clpccd.org

Firm Name: HMC Architects	
Date: 9/5/2017	Page No.: 7 of 8
<p>Question/Information Requested:</p> <p>The link provided to download the AE Agreement at: http://measureb.clpccd.cc.ca.us/district/bond/BusinessOpportunitiesRFQs.php , returns a 404 error message. Could we obtain the AE agreement for review via email, Dropbox or through another link?</p> <p>Our second question is in regards ranking our projects on Section 2 page 1. The RFQ lists 12 project types but on page 6 of 8 of Section One, it limits us to a maximum of 10 DSA project examples.</p> <p>A. Is it possible to increase the project example limit so we can adequately provide the relevant project examples for the 12 project types listed?</p> <p>B. Could the District define the ranking system? 1-12 with 1 the as the preferred or is there another system the CLPCCD would prefer?</p>	
<p>Response:</p> <p>To the first question: The Architectural/Engineering Agreement Template is attached herein this Addendum No. 1</p>	
Respondent:	
Response cc: All Firms via Addendum	

REQUEST FOR INFORMATION (RFI) FORM



REQUEST FOR QUALIFICATIONS (RFQ) B-18
FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES
FOR VARIOUS MAJOR MEASURE A BOND PROJECTS
(Chabot College and Las Positas College)

E-Mail to Victoria Lamica, Contract Manager
vlamica@clpcd.org

Firm Name: K2A Architecture + Interiors	
Date: September 7, 2017	Page No.: 7 of 8
Question/Information Requested: The link to the Architectural/Engineering Agreement does not work. Please provide a copy of the AE Agreement.	
Response: The Architectural/Engineering Agreement Template is attached herein this Addendum No. 1	
Respondent:	
Response cc: All Firms via Addendum	

REQUEST FOR INFORMATION (RFI) FORM



REQUEST FOR QUALIFICATIONS (RFQ) B-18
FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES
FOR VARIOUS MAJOR MEASURE A BOND PROJECTS
(Chabot College and Las Positas College)

E-Mail to Victoria Lamica, Contract Manager
vlamica@clpcd.org

Firm Name:	
Date:	Page No.:
Question/Information Requested:	
Response:	
Respondent:	
Response cc:	All Firms via Addendum

REQUEST FOR INFORMATION (RFI) FORM



REQUEST FOR QUALIFICATIONS (RFQ) B-18
FOR ARCHITECTURAL/ENGINEERING DESIGN SERVICES
FOR VARIOUS MAJOR MEASURE A BOND PROJECTS
(Chabot College and Las Positas College)

E-Mail to Victoria Lamica, Contract Manager
vlamica@clpcd.org

Firm Name: Dougherty	
Date: August 31, 2017	Page No.: 7
Question/Information Requested: 7.0 Form of Architectural/Engineering Agreement http://measureb.clpcd.cc.ca.us/district/bond/BusinessOpportunitiesRFQs.php ERROR MESSAGE: 404 - File or directory not found. The resource you are looking for might have been removed, had its name changed, or is temporarily unavailable. This links is broken. Can you provide a new one? Thank you.	
Response: The Architectural/Engineering Agreement Template is attached herein this Addendum No. 1	
Respondent:	
Response cc: All Firms via Addendum	



**Chabot-Las Positas Community College District
Measure B Bond Program**

Agreement for Architectural/Engineering Services

**Agreement for Architectural/Engineering Services
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Agreement for Architectural/Engineering Services Exhibits

EXHIBIT "A" – RESPONSIBILITIES AND SERVICES OF ARCHITECT/ENGINEER

EXHIBIT "B" – CRITERIA AND BILLING FOR EXTRA WORK

EXHIBIT "C" – SCHEDULE OF WORK

EXHIBIT "D" – PAYMENT SCHEDULE

EXHIBIT "E" – INSURANCE REQUIREMENTS FOR ARCHITECT/ENGINEER

EXHIBIT "F" – ARCHITECT/ENGINEER FEE BASIS

EXHIBIT "G" – PROJECT SUMMARY

EXHIBIT "H" – PROGRAM DEFINITION

AGREEMENT FOR ARCHITECT/ENGINEER SERVICES

This Agreement for Architect/Engineer Services ("Agreement") is made as of the ____ day of _____, between the Chabot-Las Positas Community College District ("District"), and _____ ("Architect/Engineer") of _____ . The District and the Architect/Engineer are (collectively hereinafter referred to as the "Parties"), for _____ Project, _____ College ("Project") as described in Exhibit "G", PROJECT SUMMARY, for project scope.

For the purposes of this Agreement, the terms "Owner" or "District" shall mean Chabot-Las Positas Community College District or its designated representative who has been authorized by the District to act in its behalf in connection with this Agreement and/or the Project.

WITNESSETH:

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Term

The Term of the Agreement shall commence as of the date set forth above and shall expire upon the Architect/Engineer's completion of the services set forth herein. The foregoing notwithstanding, the Architect/Engineer shall complete the services hereunder in a prompt manner; if the District establishes a schedule for the Architect/Engineer's completion of the services under this Agreement or portions thereof, the Architect/Engineer's completion of services under this Agreement shall comply with such schedule. The Architect/Engineer shall be liable to the District for the consequences of the Architect/Engineer's failure to complete the services under this Agreement in a prompt manner or for failure to comply with a District established schedule for completion of the services or portions thereof, unless such failure is due to events and/or circumstances outside of Architect/Engineer's control and such events or circumstances were not reasonably foreseeable by the Architect/Engineer.

Article 1. Responsibilities And Services Of Architect/Engineer

- 1.1. **Scope**: Architect/Engineer shall provide the design and other services described herein and under Exhibit "A" for the Project ("A/E Services").
- 1.2. **Coordination**: In the performance of A/E Services under this Agreement, Architect/Engineer agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable to implement the intent/purpose of this Agreement and to facilitate timely completion of Project design, bidding and construction. This shall include, but not be limited to, coordination and consistency in performance and completion of A/E Services with requirements of the District's Labor Compliance Program, if applicable to the Project.

Architect/Engineer recognizes that the District may obtain the services of a Construction Manager for this Project. The Construction Manager, if any, is authorized to give Architect/Engineer work authorizations, and issue written directives, approvals and Notices to Proceed on behalf of District. If any services are performed by Architect/Engineer without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such services. The District reserves the right to designate a different Construction Manager at any time, without advance notice.

Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be exclusively performed by the Board of Trustees or any other designated representative of the District.

- 1.3. Architect/Engineer's Services: Architect/Engineer shall render the A/E Services and furnish the work as described in Exhibit "A", commencing with the Architect/Engineer's receipt of a written Notice to Proceed issued by or on behalf of the District. A/E's Services shall be completed in accordance with the schedule attached as Exhibit "C".

Article 2. Architect/Engineer Staff

- 2.1. The Architect/Engineer has been selected to perform the work herein because of the skills and expertise of key personnel.
- 2.2. The Architect/Engineer agrees that the following key personnel in Architect/Engineer's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____

Project Director: _____

Project Architect/Engineer: _____

Other: _____

- 2.3. The Architect/Engineer shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect/Engineer. In either case, District shall be allowed to interview and accept replacement personnel. Notwithstanding the District's acceptance of the key personnel identified above or the District's acceptance of replacement personnel, the Architect/Engineer shall remain responsible for the acts, omissions and work-product of the personnel of the Architect/Engineer and the Subconsultants of the Architect/Engineer.
- 2.4. If any designated lead or key person fails to perform to the satisfaction of the District, upon written notice from the District, the Architect/Engineer shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any

Sub-consultant must also be designated by the sub-consultant and are subject to all conditions previously stated in this paragraph.

- 2.5. Architect/Engineer represents that the Architect/Engineer 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 A/E Services required under this Agreement and that no person having any such interest shall be employed by Architect/Engineer.
- 2.6. Architect/Engineer agrees that all plans and/or specifications prepared pursuant to this Agreement shall be prepared by or under the supervision of a California licensed Architect and/or a California registered engineer, and that the licensed Architect or registered engineer shall be in “responsible charge” of observations of the construction, as required by Education Code section 81138(a).
- 2.7. The provisions of this Article shall apply to and be incorporated into any agreement or contract with any Subconsultant of the Architect/Engineer.

Article 3. Schedule Of Work

The Architect/Engineer shall commence work under this Agreement upon receipt of a Notice to Proceed and shall diligently complete its obligations hereunder so as not to delay the scheduled progress and completion of design, bidding and construction of the Project. Architect/Engineer will establish and submit for the District’s approval a schedule for its services. The schedule shall include all work and deliverables as described in Exhibit A, item B.1.a and B.1.b.

Article 4. Construction Cost Budgets

- 4.1. The Initial Construction Cost Budget (ICCB) shall be the total cost to District for construction and installation of all elements of the Project as designed and specified by the Architect/Engineer. The Initial Construction Cost Budget, as designated in Exhibit “G”, is the initial estimation of the total sum to be paid to the building contractor(s) to construct the Project.
- 4.2. In accordance with Exhibit “A” Architect/Engineer shall verify and accept the District’s established Initial Construction Cost Budget and Project scope to establish the Approved Construction Cost Budget (ACCB).
- 4.3. Architect/Engineer shall complete all work as described in Exhibit “A”, including, but not limited to, all plans, designs, drawings, specifications and other construction documents, so that the Construction Cost of the work designed by the Architect/Engineer will not exceed the Approved Construction Cost Budget (ACCB) as specified by the District, and, if required, as adjusted subsequently with the District’s written approval. The Architect/Engineer shall maintain cost controls throughout the development of Design Documents for the Project so that the work depicted in the Final DSA approved Design Documents for the Project can be constructed and

installed within the Approved Construction Cost Budget (ACCB).

- 4.4. If the lowest responsive bid received by the District within one hundred fifty (150) days of final DSA approval of all Design Documents for the Project, including the bid on all Addenda issued for the bid, exceeds the Approved Construction Cost Budget (ACCB) by ten percent (10%) or more, the District, in its sole discretion, may determine to proceed with one, or any combination of, the following alternatives:
 - 4.4.1. Give the Architect/Engineer written approval on an agreed adjustment to the Approved Construction Cost Budget (ACCB) without additional fee to the Architect/Engineer.
 - 4.4.2. Authorize the Architect/Engineer to prepare the drawings and specifications in order for the District to re-bid.
 - 4.4.3. Terminate this Agreement if the Project is abandoned without further obligation by either party.
 - 4.4.4. Instruct Architect/Engineer to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Approved Construction Cost Budget (ACCB) for re-bidding at no additional cost to the District or other additional payments to the Architect/Engineer.
- 4.5. In accordance with Exhibit "A" the Revised Construction Cost Estimate shall be reconciled with the District's Approved Construction Cost Budget (ACCB) and adjusted at the completion of each design phase. The Architect/Engineer shall receive the District's written approval of the Revised Construction Cost Estimate as adjusted and reconciled at the completion of each design phase.

Article 5. Fee And Method Of Payment

- 5.1 District shall pay the Architect/Engineer a lump sum fixed price of _____ **Dollars** **(\$00,000.00)** for completion of the A/E Services under this Agreement, pursuant to Exhibit "F". This amount may be subject to adjustment, if any, in accordance with Article 5.3, below.
- 5.2 Architect/Engineer shall invoice its work under this Agreement in accordance with Exhibit "D".
- 5.3 The Lump Sum Fixed Price specified in Article 5.1 above may be subject to a one-time, mutually agreed adjustment, if so determined, at the completion of the Schematic Design Phase in accordance with Exhibits "A" and "F".
- 5.4 No increase in fee will be due from change orders generated during the construction period if due to Architect/Engineer's errors or omissions or for change orders that are typical to projects of a similar nature and complexity.

Architect/Engineer may request additional fee for District-generated change orders that result in additional enclosed building area or in a significant reallocation of program space or for changes resulting from unforeseen conditions. If the change qualifies for additional fee as noted above, Architect/Engineer shall be paid the lesser of;

10% of the total approved value of the change order to the contractor

Or

T&M fees incurred by Architect/Engineer to produce the change order documents issued to the contractor, after review and approval of the stated costs by the District.

- 5.5 The Architect/Engineer's fee set forth in this Agreement shall be full compensation for all of Architect/Engineer's work incurred in the performance hereof, including, but not limited to, all costs for Subconsultants and the personnel of the Architect/Engineer and all Subconsultants, travel, offices, printing of deliverables in the quantities set forth in Exhibit "A", providing and/or shipping of deliverables or any other items, per diem expenses, any other direct or indirect expenses incident to providing the services, and any other items specified in Exhibit "A".
- 5.6 Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

Article 6. Payment For Extra Work Or Changes

Any charges for extra work shall be paid by the District as described in Exhibit "B" only when the extra work was authorized in writing in advance by the District and when the Architect/Engineer's documentation of the extra work has been completed to the satisfaction of the District or its designated representative(s). See Article 24, paragraph 24.1 for Architect/Engineer's responsibility to pay for change order work resulting from errors and omissions in its documents.

Article 7. Ownership Of Data

- 7.1. The District shall retain ownership of all plans, including, but not limited to, record drawings, DSA approved drawings, construction documents, progress drawings and sketches, specifications, analysis, calculations, studies, and estimates that the Architect/Engineer or its consultants, prepares or causes to be prepared pursuant to this Agreement.

The Architect/Engineer retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect/Engineer or its Subconsultant prepares or causes to be prepared pursuant to this

Agreement. The Architect/Engineer grants to the District a perpetual, non-exclusive, license to use and/or reuse all or any part of the Design Documents for the Project at the District's sole discretion with no additional compensation to the Architect/Engineer for the purposes of: (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction or expansion of the Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect/Engineer in the event any of the Design Documents are used for such purposes. The District shall be authorized to use or reuse the Design Documents for these purposes without liability or additional compensation to the Architect/Engineer, provided that such use or re-use for a project other than the Project for which the Design Documents were prepared shall be at the District's own risk. If the District uses or re-uses the Design Documents for another project other than the Project without engagement of the Architect/Engineer the District shall hold harmless the Architect/Engineer and its Design Consultants from claims, demands or liability asserted by third parties arising out of modifications to the Design Documents for use in connection with such other project.

- 7.2. The Architect/Engineer shall perform the work and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) Technology. The Architect/Engineer shall deliver to the District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file.

In order to document exactly what CADD information was delivered to the District, Architect/Engineer and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect/Engineer produces the CADD information. District agrees to release Architect/Engineer from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Architect/Engineer or its consultants subsequent to it being given to the District.

- 7.3. Following the termination of this Agreement, for any reason whatsoever, the Architect/Engineer shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") which the District shall have the right to utilize in any way permitted by statute:

- 7.3.1. One set of the Contract Documents, including the bidding requirements, specifications, and cost estimates for the Project, in hard copy, reproducible format.

- 7.3.2. One set of fixed image Computer Aided Design Drafting (hereinafter "CADD") files, in DXF format, of the drawings which are part of the Contract Documents.

- 7.3.3. One set of non-fixed image CADD drawing files, in DXF format, of the site plan, floor plans (Architectural, plumbing, mechanical and electrical), roof plan, sections and exterior elevations of the project.
- 7.3.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect/Engineer under this Agreement.
- 7.4. In the event the District changes any fully or partially completed documents, the District agrees to release Architect/Engineer of responsibility for such changes. In the event District uses any fully or partially completed documents without the Architect/Engineer's full involvement, the District shall remove all title blocks and other information that might identify the Architect/Engineer and the Architect/Engineer's Subconsultants.

Article 8. Termination or Suspension Of Contract

- 8.1 This Agreement may be terminated by District or the Architect/Engineer at any time, in whole or in part whenever the District or the Architect/Engineer shall default in its performance of their respective obligations hereunder, including without limitation, failure of the District or the Architect/Engineer to complete obligations in accordance with the District established schedule for the Project. In addition to the foregoing, the District shall have the right to terminate this Agreement, in whole or in part, at any time for the convenience of the District.
- 8.2 Termination shall be effected by delivery to Architect/Engineer of the Notice of Termination, specifying whether said termination is for default of Architect/Engineer or for the convenience of District, the extent to which performance of the A/E Services is terminated; and the date upon which said termination is to become effective. If, after Notice of Termination for default, it is determined that Architect/Engineer was not in default, or that Architect/Engineer's failure to fulfill its obligations was due to causes beyond its control and without its fault or negligence, the Notice of Termination shall be deemed to have been issued for the convenience of District.
- 8.3 Following receipt of Notice of Termination, Architect/Engineer shall discontinue performance on the date and to the extent specified therein, and deliver to the District the completed or partially completed plans, information, data, reports, estimates, summaries, materials, or other documents which, if performance had been completed, would be furnished to District. Architect/Engineer shall continue performance of such part of the work and A/E Services which are not terminated by the Notice of Termination. Architect/Engineer shall prepare and submit a termination claim for A/E Services satisfactorily performed, which shall include costs and expenses, reimbursable in accordance with the Terms of this Agreement, not previously paid to Architect/Engineer, incurred prior to the effective date specified in the Notice of Termination, and District may agree upon the whole or any part of the amount(s) claimed by Architect/Engineer on account of the termination or

partial termination.

- 8.4 In the event of termination for default of the Architect/Engineer, the District shall be entitled to complete the work and A/E Services hereunder or engage others to do so and in addition to whatever remedies it may have at law if the expense of completing said work and A/E Services is greater than the amount Architect/Engineer was to receive as compensation therefore, District shall be entitled to recover the difference from Architect/Engineer. The Architect/Engineer's liability for such excess costs shall survive termination of this Agreement until barred by the applicable statute of limitations.
- 8.5 If, at any time in the progress of the design of the Project, the Board of Trustees of the District determines that the Project should be terminated, the Architect/Engineer, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Architect/Engineer only the fee associated with the A/E Services provided, since the last invoice that has been paid and up to the Notice of Termination.
- 8.6 The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Architect's services relating thereto, however, that if the District shall direct the Architect's suspension of A/E Services for the Project for a period of ninety (90) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption the A/E Services for the Project.

Article 9. Indemnity

- 9.1 To the fullest extent permitted by law, Architect agrees to indemnify, defend and hold Indemnified Parties entirely harmless from all liability arising out of the following. As used herein, the term "Indemnified Parties" shall be deemed to refer to the District, the District's Board of Trustees and each individual member thereof, and the employees, officers, agents and representatives of the District, provided that the term "agents and representatives" shall exclude any contractor to the District for construction of any portion of the Project.
- 9.2 Any and all claims under worker's compensation acts and other employee benefit acts with respect to Architect's employees or Architect's contractor's employees arising out of Architect's work under this Agreement; and
- 9.3 Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, willful conduct or omission other than a professional act or omission of the Architect, or person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or

corporation including the Indemnified Parties, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of Indemnified Parties or other third parties. The Architect at Architect's own expense, cost and risk, shall defend the Indemnified Parties and indemnify the Indemnified Parties from any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnified Parties, on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnified Parties in any action, suit or other proceedings as a result of coverage under this subparagraph.

- 9.4 To the fullest extent permitted by law, Architect agrees to indemnify and hold Indemnified Parties harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property, caused by the willful conduct or negligent professional act or omission in the performance of professional services pursuant to this Agreement. The obligation to indemnify for the negligent professional act or omission in the performance of professional services pursuant to this Agreement (including without limitation acts or omissions which constitute negligence per se) of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, includes, without limitation, damages, claims, demands, liabilities, actions and/or causes of actions asserted by any person or entity against the Indemnified Parties which arise out of or in any way connected with the services of the Architect in connection with Project, including injury or damage either on or off District property and the attorneys fees and costs incurred by the Indemnified Parties in defense thereof; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of Indemnified Parties or any other third party. Further, the Architect's indemnification of the Indemnified Parties who are agents or representatives of the District and who are under direct contract with the District to provide or perform services in connection with the design, bidding or construction of the Project shall not extend to any claim, demand, action or liability arising out of acts, omissions or other conduct which are unrelated to the Design Documents prepared by or on behalf of the Architect or any other services, work product or Instruments of Service prepared or provided for the Project by or through the Architect.
- 9.5 Except for the parties included in the definition of Indemnified Parties, the Architect's indemnification obligations under this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement."

Article 10. Responsibilities of District

- 10.1 The District shall examine the documents submitted by the Architect/Engineer and respond to specific inquiries related to the conformance of the plans to District standards, preferences, or Master Plan

conformity provided in writing by the Architect/Engineer.

Upon written request from the Architect/Engineer, the District shall make available to the Architect/Engineer, if necessary for its use in the development of construction documents, the following existing information:

- Initial Construction Cost Budget (ICCB), as designated in Exhibit “G”
- Hazardous materials survey reports, tests and analysis
- Hazardous material abatement specifications and procedures
- Geotechnical surveys, reports, and recommendations
- Seismic evaluation of existing buildings
- Original construction documents and/or as-built drawings
- Topographic surveys and aerial surveys
- Legal property description with boundary/property limits
- Underground utility surveys and construction documents as required to tie into the campus hydronic loop, domestic water and IT infrastructure.
- District design standards and guidelines
- CAD file of Campus Site Plan with current disabled access info

10.2 The District can not guarantee the accuracy or completeness of documents listed above that were prepared by other consultants, individuals, or firms. The Architect/Engineer shall review such documents for accuracy and completeness of the information as needed to complete the work of this agreement. The Architect/Engineer shall advise the District if it becomes aware of any error or deficiency in said services, information, surveys, and reports. If any of the documents or information noted above does not exist, and when Architect/Engineer has provided written justification for such information, the District shall cause the required information to be prepared in a timely manner, relative to its notification that the information is required.

10.3 The District may, but shall not be obligated to, attempt to advise the Architect/Engineer, either verbally or in writing, if the District becomes aware of any fault or defect in the A/E Services provided under this Agreement, including any errors, omissions or inconsistencies in the Architect/Engineer's documents. Failure to provide such notice shall not relieve Architect/Engineer of its responsibility to provide complete, accurate, and fully coordinated construction documents.

The District shall provide, with input and consultation from Architect/Engineer, Section 0 (introductory information, bidding requirements, contract forms, and general and special conditions) and Section 1 (general

requirements) of the Project Manual. Architect/Engineer shall be responsible to provide all other sections, subject to review and approval by Owner, of the Project Manual.

If so requested in writing by the Architect/Engineer and unless otherwise provided in this Agreement, the District shall furnish such tests, inspections and reports, if so required by applicable law or statute, or the Contract Documents, related to structural and mechanical condition assessments, chemical tests, tests for air and water pollution, and tests for soil contamination.

Article 11. Liability Of District

- 11.1 Other than as provided in this Agreement, 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 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 services performed in connection with this Agreement.
- 11.2 Any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent acts or omissions of Architect/Engineer including without limitation its failure to timely complete obligations hereunder, shall be paid by Architect/Engineer to District or the District may withhold those costs from amounts owing to Architect/Engineer.
- 11.3 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/Engineer, or by its employees, even though such equipment be furnished or loaned to Architect/Engineer by District.

Article 12. Insurance

- 12.1 Architect/Engineer and each of its Design Consultants shall comply with the insurance requirements for this Agreement, set forth in Exhibit "E".
- 12.2 Architect/Engineer and/or its insurer shall give the District thirty (30) days notice prior to cancellation or reduction of coverage amounts of any of the required policies of insurance.
- 12.3 Architect/Engineer shall provide certificates of insurance and endorsements for itself and each Design Consultant to District prior to commencement of the work of this Agreement as required in Exhibit "E".
- 12.4 Insurance is to be placed with insurers rated A:7 or better by A.M. Best's rating-service.

Article 13. Nondiscrimination

- 13.1 Architect/Engineer agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person.
- 13.2 Architect/Engineer shall comply with any and all regulations and laws governing nondiscrimination in employment.

Article 14. Covenant Against Contingent Fees

Architect/Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect/Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect/Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 15. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect/Engineer specifically acknowledges that in entering this Agreement, Architect/Engineer relies solely upon the provisions contained in this Agreement and no others.

Article 16. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized services of the Architect/Engineer, Architect/Engineer may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District which may be granted, conditioned or denied in the sole discretion of the District. Any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void.

Article 17. Governing Laws

- 17.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. This Agreement shall be interpreted and construed as a whole, in accordance with its fair meaning and not strictly for or against the Architect/Engineer or the District.

- 17.2 The Superior Court in the county in which the District is located shall be the exclusive jurisdiction and venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement. If the District is located in more than one county, any one of the counties in which the District is located shall be an acceptable venue.

Article 18. Alternative Dispute Resolution

- 18.1 Continuation of A/E Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Architect/Engineer, notwithstanding any disputes between District and Architect/Engineer hereunder, Architect/Engineer and District shall each continue to perform their respective obligations hereunder; including the obligation of the Architect/Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 18.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Architect/Engineer and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (AAA) and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Architect/Engineer commencing arbitration proceedings.
- 18.3 Binding Arbitration. Subject to the written consent of both of the parties at the time of a dispute claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof which are not resolved through the mandatory mediation procedures set forth above shall be resolved by binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time of the filing of a Demand for Arbitration, as modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Architect and Engineer and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules shall be invalid and unenforceable.

The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. In connection with any arbitration proceeding commenced

hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

Demand for arbitration shall be filed in writing with the other party to this Agreement and if consented to in writing, then the demand will be filed with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

- 18.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to the Agreement signed by the District, Architect/Engineer and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- 18.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 18.6 The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.

Article 19. Severability

In the event that any term or provision of this Agreement is deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby and continue in full force.

Article 20. Employment Status

- 20.1 Architect/Engineer shall, during the entire term of Agreement, be construed to be an independent contractor to the District and nothing in this Agreement

is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect/Engineer performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Architect/Engineer shall be provided in a manner consistent with all applicable standards and regulations governing such services.

- 20.2 Architect/Engineer understands and agrees that the Architect/Engineer's personnel are not and will not be eligible for rights or benefits as employees of the District, including without limitation, membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 20.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect/Engineer is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect/Engineer which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 20.4 Should a relevant taxing authority determine a liability for past services performed by Architect/Engineer for District, upon notification of such fact by District, Architect/Engineer shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect/Engineer under this Agreement (again, offsetting any amounts already paid by Architect/Engineer which can be applied as a credit against such liability).
- 20.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect/Engineer shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect/Engineer is an employee for any other purpose, then Architect/Engineer agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect/Engineer was not an employee.
- 20.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 21. Warranty of Architect/Engineer

- 21.1 Architect/Engineer certifies that the personnel of Architect/Engineer and Design Consultants of the Architect/Engineer are each licensed architects or registered engineers under California law as required for the nature and scope of A/E Services provided or performed by such personnel.
- 21.2 Architect/Engineer certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement and remain in compliance at all times during performance of A/E Services hereunder.
- 21.3 Architect/Engineer certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect/Engineer is performing work as part of an applicable “public works” or “maintenance” project, and since the total compensation is \$1,000 or more, the Architect/Engineer agrees to fully comply with and to require its Subconsultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. Compensation due the Architect/Engineer under this Agreement shall not be adjusted for the Architect/Engineer and/or its Design Consultant’s compliance with prevailing wage rate requirements or for penalty assessments arising out of violations of prevailing wage rate requirements by the Architect/Engineer or its Design Consultants.

Article 22. Cost Disclosure - Documents And Written Reports

Architect/Engineer shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 23. Notices and Project Communications

- 23.1 All notices required or permitted under this Agreement shall be considered as duly given to any party for all purposes hereof only if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by electronic email; with confirming receipt; telex, or telegram, and also confirmed by registered mail, postage prepaid and return receipt requested, addressed as set forth below, or to such other address as may be designated by notice given as provided above.

All notices shall be effective upon first receipt, unless otherwise specified herein.

DISTRICT: Chabot-Las Positas Community College District

7600 Dublin Blvd., 3rd Floor
Dublin, CA, 94568
Attention: Douglas Horner, Vice Chancellor,
Facilities/Bond Programs

ARCHITECT/ENGINEER: Name: _____
Address: _____

Attn: _____

- 23.2 At any time during the course of the project, the District may direct Architect/Engineer to communicate also with, or exclusively with, it's authorized representative.
- 23.3 The District is utilizing a customized form of Prolog Manager on all Measure Bond projects. Architect/Engineer will be required to use specific functions of this project management tool during the design and construction of the Project. Training will be provided by Owner to the appropriate staff on the A/E team. A monthly fee of not less than \$40.00 per month will be paid by Architect/Engineer for each licensed user. In lieu of direct payments from the Architect/Engineer for such license fees, the District may deduct such fees from any portion of any payment due the Architect/Engineer under this Agreement.

Article 24. Other Provisions

- 24.1 The Architect/Engineer shall be responsible for the cost of construction change order caused directly by the Architect/Engineer's willful misconduct and negligent acts, errors, or omissions, if the aggregate cost of these change orders exceeds three percent (3%) of the original bid. Without limiting the Architect/Engineer's liability for indirect or consequential cost impacts, the direct costs for which the Architect/Engineer shall be liable shall equal the difference between the cost of the change order and the reasonable costs of the work had such work been a part of the originally prepared construction documents.
- 24.2 Architect/Engineer shall be solely responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, calculations, data, reports or other A/E Services to be provided hereunder, and shall, without any additional compensation, correct or revise any errors or deficiencies promptly upon notice or discovery thereof, provided that the Architect/Engineer's obligation to correct or revise errors/discrepancies in the services provided is in addition to and not in lieu of the Architect/Engineer's liability to the District for losses, costs, expenses or damages sustained by the District as a result of such errors/deficiencies. Neither a review, approval or acceptance of, nor payment for, any of the services required hereunder shall be construed as a waiver of any rights

under this Agreement by District or of any cause of action arising out of the performance of this Agreement, and Architect/Engineer shall be liable for all damages caused by or arising out of Architect/Engineer's negligent performance of any Services provided or required hereunder.

Article 25. Time

Time is of the essence in the performance and completion of obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT

NAME: _____

Date: _____, 20____

Date: _____, 201____

By: _____

By: _____

Mr. Lorenzo Legaspi
Vice Chancellor,
Business Services

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT/ENGINEER

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B. Architectural Programming A-5

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT/ENGINEER

Architect/Engineer shall provide all professional services necessary for completing the following:

A. Basic Services

Architect/Engineer agrees to provide the services described below:

1. Provide work which shall comply with professional Architectural and Engineering standards and applicable requirements of federal, state, and local laws.
2. Identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, e.g.: Division of the State Architect/Engineer ("DSA") Structural Safety, California Community College Chancellor's Office ("CCCCO"), State and local Fire Marshal, utility and water service providers, County Health and Welfare, Storm Water Pollution Prevention (SWPP) and others.
3. Contract for or employ at Architect/Engineer's expense, subconsultant(s) to the extent deemed necessary for completion of the project including: Architect/Engineers, mechanical, electrical, structural, civil engineers, landscapers, interior designers, acoustic engineers, audio-visual designers, licensed as such by the State of California. The names of said subconsultant(s) shall be submitted to the District for approval prior to commencement of work. The District reserves the right to reject the use of any subconsultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any subconsultant employed by the Architect/Engineer under terms of the Agreement.
4. Cooperate with other professionals employed by the District for the design, coordination or management of this project or other work related to or affecting the project.
5. Chair, conduct take and distribute` minutes of any coordination meetings during the entire design phase with its subconsultant(s), user groups or committees, District and College representatives, Fire Marshal, utility and water service provider, and others. Architect/Engineer shall invite the District and/or its representative to participate in these meetings. Architect/Engineer shall keep a separate log to document design/coordination comments generated in these meetings.

6. Review and confirm that information provided by the District, including surveys, as-built drawings, subsoil data, chemical, mechanical and other data logs of borings, is sufficient pursuant to the Agreement, to the extent they relate to Architect/Engineer's scope of work. Advise the District based on its experience as a licensed Architect/Engineer whether those data are sufficient for purposes of design, or whether additional data are necessary.
7. 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/Engineer under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect/Engineer shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
8. Be responsible for the design and the layout of the technology backbone system and coordinate with the District's network and technology consultant, and provide general lay out and distribution of any portion of the technology backbone and distribution systems to be included in the project. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data, communication wiring, and server rooms.

Architect/Engineer and subconsultant(s) will then prepare and be responsible for documents prepared by the Architect/Engineer based on the information provided by the District's network and technology consultant as appropriate to the level of design completion.

9. Provide services required to obtain local agencies' approval for onsite and off-site work including review by regulatory agencies having jurisdiction over the project.
10. As necessary, develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who subcontracts with the Architect/Engineer.
11. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this project, with documentation of major discussion points, observations, decisions, questions or comments. Within three (3) working days of meetings or conferences, the Architect/Engineer shall prepare and distribute minutes of the meeting or conference to all attendees and others as

designated or directed by the District. These shall be generated and distributed within the District's electronic project management system and will automatically be included in the overall project documentation.

12. Provide graphics and other design-related, computer-generated, information that would typically be developed in the course of the design process. This information shall be formatted and downloaded to computer files that the District may use on its website, updated monthly or more frequently as requested by the District.
13. Provide interior design material and color boards and other similar services required for or in connection with color coordination of District-provided items such as furnishings, artwork, etc.
14. Comply with any Storm Water Management Program that is approved by the District or required by State or local laws and applicable to the project, at no additional cost to the District.
15. If required specifically for the Project the Architect/Engineer shall coordinate with those other District consultants associated with the Project to research and design into the project documents those requirements necessary for the District to attain no less than a LEED™ Silver Rating.
16. Architect/Engineer shall utilize District forms or formats as provided for review and approval by the District of each phase of design.
17. As necessary, develop schemes of how construction of the work can be phased so as to cause minimal disruptions to classes and curriculum. Phasing of construction and documentation of such shall be part of Basic Services.
18. Architect/Engineer is not responsible for:
 - a. Ground contamination or hazardous material analysis.
 - b. Any hazardous material testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - c. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect/Engineer agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the project design.
 - d. Historical significance report.

- e. Soils investigation.
- f. Geotechnical hazard report.
- g. Site and Utility surveys
- h. Design of technology backbone and cabling systems beyond the limits of the project. However, conduit paths and cabling to secure networking of the project to the campus server are included.

Neither the District's review, approval of, or nor payment for, any of the services required under the Agreement shall be construed to operate as a waiver of any rights under the Agreement, and Architect/Engineer shall remain liable to the District in accordance with applicable law for all damages to the District caused by Architect/Engineer's failure to perform any of the services furnished under the Agreement to the appropriate standard of care.

B. Architectural Programming

1. Project Initiation

Upon final execution of the Agreement with the District, the Architect/Engineer shall:

- a. Within the first week following execution of the Agreement, meet with the District and its representatives to prepare an initial scope of work list and work plan for documentation in a computer-generated project schedule all in compliance with the schedule indicated in Exhibit "C" of this agreement.
- b. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts, schematic design, design development and construction document preparation and estimating that are part of the work of the project. Also identified will be milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies including reviews by the California Community Colleges Chancellor's Office (CCCCO) in order to meet planning, funding and approval deadlines and requirements and additional definition of deliverables.
- c. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- d. Participate in a general project kick-off meeting to include the Architect/Engineer, appropriate subconsultant(s),

Program Manager, Construction Manager for the Project and District staff.

- 1) The project kick-off meeting will introduce key team members from the District or its authorized representative(s), Construction Manager District and the Architect/Engineer to each other, defining roles and responsibilities relative to the project.
 - 2) Identify and review pertinent information and/or documentation necessary from the District for the completion Architect/Engineer's design services for the project.
 - 3) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the project.
 - 4) Review and explain the scope of work and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - 5) Review documentation of the project kick-off meeting prepared by the District's representative and comment prior to distribution.
- e. Review and implement as appropriate the latest District Design and Material Standards provided by Owner. District standards may include, without limitation, standardized materials/equipment, design elements, technology interfaces, and project scheduling methodology.

2. Development of Architectural Program

Upon authorization from the District to proceed with the development of an architectural program for the Project, the Architect/Engineer shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the project is to be designed. Identify design issues relating to functional needs, space allocation, directives and constraints imposed by regulatory codes.

Architectural Program to include but not be limited to:

1. A Building Program Summary that is inclusive of a Detailed Room Program and Design Criteria, as well as Spatial Adjacency Diagrams

2. Sustainable Design Goals/LEED Project Analysis and Checklist

- b. Hold informational meetings if requested by District.
- c. Conduct architectural program meeting with the District's Facilities Team which is to include establishment of the Sustainable Design Goals for the project. Prepare a Sustainable Design Checklist.
- d. Review the physical site and the Initial Construction Cost Budget and other information/data relating to the project or the requirements of the project as provided by the District and confirm that the scope and features of the project as described in the Initial Construction Cost Budget and other District provided information/data are reasonable for achieving the District's project objectives. Architect/Engineer shall notify the District in writing if, in its professional opinion, the District's Initial Construction Cost Budget is inadequate to achieve the District's project objectives.
- e. Adjust and refine the Initial Construction Cost Budget (ICCB), see Exhibit "G", based on the input from college user groups, Maintenance and Operations, District Representatives and overall program goals and needs that became more defined during the programming phase. Produce an Initial Construction Cost Estimate (ICCE) based on current market conditions for review and approval by the District. This estimate shall include a design contingency of twenty percent (20%). Upon written confirmation by the District this ICCE will be designated as the Approved Construction Cost Budget (ACCB). This ACCB will then be utilized as the basis for the preparation of the subsequent Revised Construction Cost Estimates (RCCE) to be prepared by the Architect/Engineer.
- f. The Initial Construction Cost Budget (ICCB), as identified in Exhibit "G", will be then superseded, at the completion of the Programming Phase of services, by the Approved Construction Cost Budget (ACCB).
- g. All required Estimates to be prepared by the Architect/Engineer are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Architect/Engineer has submitted the respective deliverables for the corresponding phase of services.

3. Architectural Program Deliverables

- 1) One (1) electronic file and One (1) unbound half size copy and Three (3) bound copies
- 2) Sustainable Design Checklist
- 3) One (1) copy of the Revised Construction Cost Estimate.
- 4) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF/Excel
Schedules	Microsoft Project/Primavera/PDF

4. Project Cessation Provisions

Upon completion and review of the Architectural Program, Architect/Engineer shall neither perform nor charge for further work unless and until the District has approved this phase as complete and has given a written Notice to Proceed to Architect/Engineer for the Schematic Design Phase.

5. Lump Sum Fixed Fee Adjustment Provision

Subject to those Project requirements determined and/or confirmed during the Programming Phase the District and the Architect/Engineer may mutually determine an adjustment, if deemed appropriate, in the Lump Sum Fixed Fee to be paid to the Architect/Engineer pursuant to Article 5.1 of the Agreement.

C. Design Services

1. Schematic Design Phase

Upon written authorization from the District to proceed with the Schematic Design Phase, based upon accepted deliverables from the preceding phase, the Architect/Engineer shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the project scope, as follows:

- a. Within the first two weeks following the start of Schematic Design, meet with the District and its representatives to prepare and/or revise the scope of work list and general

work plan from the Pre-Design Phase, for documentation in a computer-generated project schedule.

This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, development of a minimum of three (3) schematic design options for District review and selection of preferred scheme, and estimating that are part of the work of the project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect/Engineer, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications for review and acceptance by the District.
- c. Architectural Plans shall include at least the following elements:
 - 1) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship and layouts of major equipment and furniture.
 - 2) Indicate on the floor plans each room/space sq. ft. area and program space identification for tracking purposes.
 - 3) Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area.
 - 4) Scaled roof plans showing complete overall dimensions and layouts of major equipment(s).
 - 5) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - 6) Architectural site plan showing further development of landscape and hardscape elements, parking and services areas. Site plan is also to include points of service for major utility elements.
 - 7) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of door hardware.

- 8) Identify code requirements and include occupancy classification(s) and type of construction for each significant area of the building.
- d. Structural Plans shall include at least the following elements:
 - 1) Layout structural systems with dimensions and floor elevations. Identify all structural systems; with preliminary shear wall or diagonal bracing, beam, joist, and column sizing and type identified.
 - 2) Identify foundation systems with preliminary sizing and depths identified. Indicate if major soil enhancements or export/import work is anticipated.
 - e. Mechanical Plans shall include at least the following elements:
 - 1) Calculate block heating, ventilation, and cooling loads including skin versus internal loading. Show proposed connection point to existing campus gas and water service if applicable, and verify that existing services have adequate capacity for project.
 - 2) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - 3) Show selected system on drawings as follows:
 - a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - b) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - c) Schematic piping.
 - d) Temperature control zoning.
 - f. Electrical Plans shall include at least the following elements:
 - 1) Calculate overall approximate electrical loads.
 - 2) Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the project site. Show proposed connection point to existing campus electrical service and low-voltage systems and verify that existing service has adequate capacity for project.
 - 3) Show system(s) selected on drawings as follows:

- a) Single line drawing(s) showing major electrical, telecom, data, security, EMS and fire alarm signal distribution systems.
- b) Location and preliminary sizing of all major electrical systems and components including:
 - i) Load centers.
 - ii) Main panels.
 - iii) Switch gear.
- g. Civil Plans shall include at least the following elements:
 - 1) Develop on and off site utility systems such as water, sewer, storm drain, firewater lines and fire hydrants.
 - 2) Identify surface improvements including roadways, parking (with assumed wheel weights), preliminary finish grades and drainage.
 - 3) Coordinate preliminary finish grade elevations with Architectural site and building plans.

- h. Landscaping Plans shall include at least the following elements:

For all exterior areas within ten feet of the building perimeter at a minimum, or for all exterior areas included in the description of “the project” as provided by the District and as further developed during the programming activities, develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include locations and descriptions of plant materials, ground (hardscape) improvements, irrigation systems (including power and piping requirements), and visual barriers.

- i. Basis of Design

Using the District provided Basis of Design format, prepare a descriptive narrative of all aspects of the project. The Basis of Design document will establish the design intent for Site work, Landscaping, Structural Systems, Building Exterior Enclosure Systems, Interior Finishes, Vertical Conveying Systems, Heating, Ventilating and Air Conditioning, Plumbing and Fire Protection, Electrical Systems, Security, and Telecommunications Systems.

In addition, the Architect/Engineer will provide a table showing reasonable options for the systems identified above. During the course of the Schematic Design Phase,

work from this table with the District, user groups, and Maintenance & Operations managers to present recommendations for the most ideal option for each of the systems and others significant building systems as identified by the Architect/Engineer based on the specific features of the project.

j. Revised Construction Cost Estimate (RCCE):

Develop and submit for District approval a Revised Construction Cost Estimate (RCCE) based on the work product of the Schematic Design Phase.

- 1) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
- 2) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) categories.
- 3) The estimate shall separate the project's building cost from site and utilities cost. Architect/Engineer shall submit to the District the cost estimating format for prior review and approval.
- 4) Escalation: All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index). If requested by the District the Architect/Engineer shall utilize a cost estimating format provided by the District.
- 5) The Revised Construction Cost Estimate (RCCE) for the project must at no point exceed the District's Approved Construction Budget for the project. At the conclusion of the Schematic Design Phase of Architect/Engineer's work, the following steps will be taken to reconcile the accuracy of the Revised Construction Cost Estimate (RCCE) prepared by the Architect/Engineer. However, at all times the accuracy of the Revised Construction Cost Estimate (RCCE) remains the responsibility of the Architect/Engineer:

- a) The District will review the Revised Construction Cost Estimate (RCCE) for general compliance with the District's project scope and budget.
- b) The Schematic Phase Revised Construction Cost Estimate (RCCE) shall include a design contingency of fifteen percent (15%) applied to the total of hard construction cost and contractor mark-ups, but prior to any project contingencies or inflation in the cost estimate.
- c) If the total construction cost shown in the Schematic Phase Revised Construction Cost Estimate (RCCE) exceeds the Approved Construction Cost Budget, Architect/Engineer shall prepare and make recommendations for changes to the project scope, quality, or features to bring the project within budget. Architect/Engineer shall make all changes and revisions to the schematic design documents after said changes are approved by the District, at no additional cost to the District.
- d) All required Estimates to be prepared by the Architect/Engineer are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Architect/Engineer has submitted the respective deliverables for the corresponding phase of services.

k. Meetings:

During the development of the Schematic Design it is anticipated that numerous meetings shall be convened between the District, College Stakeholders and the Architect/Engineer to progress the development of the design and gain design consensus in order to deliver the project. These meetings shall be held in a location at the District unless otherwise approved by the District. The Architect/Engineer's services include the attendance and participation of the personnel of the Architect/Engineer and its Design Consultants for the project as directed by the District or as required by the nature of the subject matter(s) or attendees at such meetings.

Architect/Engineer along with any involved subconsultant(s) shall present and review with the District and, if directed,

with its Board, the summary and detail of work involved in this phase.

At the discretion of the District, the Architect/Engineer may be requested to attend additional meetings for the purpose of presenting the project to other interested groups such as community organizations.

After review and approval by the District of the schematic design, Architect/Engineer shall meet with DSA to review the project scope and schedule. Architect/Engineer will specifically confirm the anticipated date for submission of final construction documents to DSA for review and provide a schedule of the design and review process to DSA and the District. Architect/Engineer shall document the expected review period anticipated by DSA at the time of this meeting.

I. Schematic Design Deliverables:

- 1) One (1) electronic file and One (1) unbound half size copy and One (1) bound full size copy of the drawings
- 2) Updated Sustainable Design Checklist
- 3) One (1) bound copy and One (1) unbound copy of the project Basis of Design
- 4) One (1) bound copy and One (1) unbound copy of the Revised Construction Cost Estimate.
- 5) Architect/Engineer's statement indicating any authorized changes made to the scope of work from the approved Architectural Program deliverables and the cost impact of each change for District review.
- 6) DSA file, including all correspondence and meeting notes to date.
- 7) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF/Excel
Schedules	Microsoft Project/Primavera/PDF

m. Project Cessation Provisions:

Upon completion of the Schematic Design Phase, the District shall have the right to terminate the Agreement upon written Notice of Termination to Architect/Engineer under the terms of the Agreement. In this case, the District shall pay the Architect/Engineer only the fee associated with the services provided through the Schematic Design Phase.

Upon completion and review of the Schematic Design, Architect/Engineer shall neither perform nor charge for further work unless and until the District has approved the Schematic Design Phase as complete and has given a written Notice to Proceed to Architect/Engineer for the Design Development Phase.

2. Design Development Phase

Upon written authorization by the District to proceed with the Design Development Phase, Architect/Engineer shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect/Engineer's scope of work:

- a. Architectural:
 - 1) Scaled, dimensioned floor plans with final room locations including all openings and furniture layouts.
 - 2) Indicate on the floor plans each room/space sq. ft. area and program space identification for tracking purposes.
 - 3) Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area.
 - 4) Scaled roof plans showing complete overall dimensions and layouts of major equipment(s).
 - 5) 1/8" scale building sections showing dimensional relationships, finished floor, ceiling, and roof elevations, materials and component relationships.
 - 6) Identification of all fixed equipment to be installed as part of the scope of the construction contract.
 - 7) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - 8) Preliminary development of non-typical details and enlarged plans and sections.
 - 9) Legend showing all symbols used on drawings.

- 10) Floor plans identifying all fixed and major movable equipment.
 - 11) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - a) Light fixtures
 - b) Ceiling registers or diffusers
 - c) Access panels
- b. Update Basis of Design document.
- Obtain product information (catalog cuts) of proposed products, materials and building systems unique to the project.
- c. Structural:
- 1) Structural drawing indicating all structural system types with all major structural members located and sized.
 - 2) Establish final top of beam and slab elevations.
 - 3) Update Basis of Design documents to include all required concrete and steel strengths for various structural components.
 - 4) Identify foundation requirements including top and bottom of footing elevations, pile or caisson sizes and quantities, soil bearing requirements and statement on project location in relation to seismic faults.
- d. Mechanical:
- 1) Heating and cooling load calculations as required and major duct or pipe runs sized and routed to interface with architectural and structural systems and designs.
 - 2) Major mechanical equipment should be scheduled indicating size and capacity.
 - 3) Ductwork and piping should be substantially located and sized.
 - 4) Devices in ceiling should be located.
 - 5) Legend showing all symbols used on drawings.
 - 6) Update Basis of Design Document.
- e. Electrical:

- 1) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
 - 2) All major electrical equipment should be scheduled indicating size and capacity.
 - 3) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications devices and panels, data connectivity points and server locations, fire alarm panels and devices, security system, telecom, audio/visual, P.A./clocks/intercom devices and panels, EMS and high and low voltage controls, motor control centers, electrical panels, sub-panels, and circuit boxes, transformers and emergency generators, if required.
 - 4) Legend showing all symbols used on drawings.
 - 5) Update Basis of Design document.
- f. Civil:
- 1) Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- g. Update Basis of Design document
- h. Landscape:
Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, exterior lighting, ground cover and irrigation main distribution lines.
- i. Update Basis of Design document
- j. Specifications:
Prepare Project Specification Table of Contents. Review and comment on District's construction bid contracts and contract documents (Division 0 documents and Division 1 documents) as part of its work under the Agreement.
- k. Revised Construction Cost Estimate (RCCE):
- 1) Develop and submit for District approval a Revised Construction Cost Estimate (RCCE). Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the Revised Construction Cost Estimate (RCCE)

- 2) Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 3) The Revised Construction Cost Estimate (RCCE) for the project must at no point exceed the District's Approved Construction Cost Budget (ACCB) for the Project. At the conclusion of this Phase of Architect/Engineer's work, the following steps will be taken to verify the completeness and correctness of the Revised Construction Cost Estimate (RCCE) prepared by the Architect/Engineer. However, at all times the accuracy of the Revised Construction Cost Estimate (RCCE) remains the responsibility of the Architect/Engineer.
- 4) The District will review the Revised Construction Cost Estimate (RCCE) for compliance with the District's project scope and budget.
- 5) The Design Development Phase Revised Construction Cost Estimate (RCCE) shall include a design contingency of ten percent (10%) to be applied to the total of contractor hard costs, overhead, and profit but exclusive of any escalation or other project contingencies.
- 6) If the total construction cost shown in the Design Development Phase Revised Construction Cost Estimate (RCCE) exceeds the Approved Construction Budget, Architect/Engineer shall prepare and make recommendations for changes to the project scope, quality, or features to bring the project within budget. Architect/Engineer shall make all changes and revisions to the design development documents after said changes are approved by the District, at no additional cost to the District.
- 7) Value Engineering Workshop (at Owner's discretion):
After review of the Design Development Estimate, the Owner may request a formal value engineering workshop be conducted. Architect/Engineer and all of its primary staff and the Project Manager shall complete the Value Engineering effort in a timely manner. The District will request an additional fee proposal from the Architect/Engineer for those services required in conjunction with the Value Engineering effort, if applicable, to the Project. Should

the District elect to perform this Value Engineering effort, it does not relieve the Architect/Engineer from its obligation to complete the Design Development Phase of the project within the District's Approved Construction Budget as described in item 6 above.

8. All required Estimates to be prepared by the Architect/Engineer are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Architect/Engineer has submitted the respective deliverables for the corresponding phase of services.

I. Meetings:

- 1) During the Design Development Phase it is anticipated that numerous meetings shall be convened between the District, College Stakeholders and the Architect/Engineer to address specific design issues and to facilitate the decision-making process. These meetings shall be held in a location at the District office unless otherwise approved by the District.
- 2) During the Design Development Phase it is anticipated that the Architect/Engineer may be required to attend several Site Committee meetings to facilitate the decision-making process other than those meetings at the District.
- 3) At the request of the District, the Architect/Engineer may be requested to attend additional meetings for the purpose of presenting the project to other interested groups such as community organizations.

m. Design Development Deliverables:

- 1) One (1) electronic file, One (1) unbound half size copy and One (1) bound full-size of the Design Development submittal with agreed upon Value Engineering elements incorporated.
- 2) Updated Sustainable Design Checklist.
- 3) One (1) bound copy and One (1) unbound copy of the Updated Basis of Design
- 4) One (1) copy of the Project Specification Table of Contents in CSI format.
- 5) One (1) bound copy and One (1) unbound copy of proposed products (catalog cuts) for products, materials or building systems unique to the project.

- 6) Architect/Engineers statement of Anticipated Construction Duration.
- 7) One (1) bound copy and One (1) unbound copy of the revised Estimate of Anticipated Construction Cost.
- 8) Architect/Engineers statement indicating any authorized changes made to the scope of work from the approved Schematic Design deliverable and the cost impact of each change on the previously approved Revised Construction Cost Estimate (RCCE).
- 9) DSA file, including all correspondence and meeting notes to date.
- 10) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF/Excel
Schedules	Microsoft Project/Primavera/PDF

n. Presentation:

At or near the conclusion of the Design Development Phase, Architect/Engineer may be required to attend one or more Board of Trustees meetings as the District may require for approval of the Design Development Phase deliverables.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Approved Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

o. Project Cessation Provisions:

Upon completion of the Design Development Phase, the District shall have the right to terminate the Agreement upon written notice of such termination to Architect/Engineer under the terms of the Agreement. In such case, the District shall pay the Architect/Engineer only the fee associated with the services provided through the Design Development Phase.

Upon completion and review of the Design Development Phase, Architect/Engineer shall neither perform nor charge for further work unless and until the District has approved the Design Development Phase as complete and has given a written Notice to Proceed to Architect/Engineer for the Construction Documents Phase.

3. Construction Documents Phase

Upon written authorization by the District to proceed with the Construction Documents Phase, Architect/Engineer shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following:

A. Meetings:

- 1) During the following Construction Document Phases it is anticipated that numerous meetings shall be convened between the District, College Stakeholders, and the Architect/Engineer to address specific design issues and to facilitate the decision-making process. These meetings shall be held in a location at the District Office unless otherwise approved by the District.
- 2) At the request of the District, the Architect/Engineer may be requested to attend additional meetings for the purpose of presenting the project to other interested groups such as community organizations.

B. 50% Complete Construction Documents

1) Architectural:

Cover Sheet, Sheet Index, General Notes, Abbreviations, Disabled Access Note and Details.

- a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- b) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- c) Architectural typical details, further development of non-typical details and enlarged plans and sections.
- d) Well developed finish, door, and hardware schedules.

- e) Site utility plans started.
 - f) Fixed equipment details and identification started. Furnishings Plan with schedules.
 - g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- 2) Structural:
- a) Structural floor plans and sections with detailing well advanced.
 - b) Tables and schedules for rebar, shear walls, footings, beams and columns substantially complete.
 - c) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - d) Typical details for roof, wall, slab, and footing penetrations, cold joints, dowels, splices, framing and others required for the construction of the project to be provided and referenced.
 - e) Completed cover sheet with general notes, symbols and legends.
- 3) Mechanical:
- a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - b) Building sections showing relationship of major ducts and/or cluster of minor ducts to Architectural, structural and electrical elements.
 - c) Large scale mechanical details started.
 - d) Mechanical schedule for equipment substantially developed.
- 4) Electrical:
- a) Updated plans showing all switching and controls for lighting, power, telecom, data, security, fire alarm, EMS, audio/visual and P.A./clock/intercom. Fixture schedule and lighting details development started.

- b) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
 - c) All electrical equipment schedules started.
 - d) Special system components approximately located on plans.
- 5) Civil:
- All site plans, site utilities, parking and roadway systems developed to a 50% level of completion.
- 6) Landscape:
- All landscape, hardscape, exterior lighting, and irrigation plans developed to a 50% level of completion.
- 7) Revised Construction Cost Estimate (RCCE):
- a. Develop and submit for District approval a Revised Construction Cost Estimate (RCCE). Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the Revised Construction Cost Estimate (RCCE).
 - b. 50% CD Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
 - c. The Revised Construction Cost Estimate (RCCE) for the project must at no point exceed the District's Construction budget for the project. At the conclusion of this Phase of Architect/Engineer's work, the following steps will be taken to verify the completeness and correctness of the Revised Construction Cost Estimate (RCCE) prepared by the Architect/Engineer. However, at all times the accuracy of the Revised Construction Cost Estimate (RCCE) remains the responsibility of the Architect/Engineer.

- d. The District will review the Revised Construction Cost Estimate (RCCE) for compliance with the District's project scope and budget.
- e. The 50% CD Revised Construction Cost Estimate (RCCE) shall include a design contingency of five percent (5%) to be applied to the total of contractor hard costs, overhead, and profit but exclusive of any escalation or other project contingencies.
- f. If the total construction cost shown in the Design Development Phase Revised Construction Cost Estimate (RCCE) exceeds the Approved Construction Cost Budget, Architect/Engineer shall prepare and make recommendations for changes to the project scope, quality, or features to bring the project within budget. Architect/Engineer shall make all changes and revisions to the design development documents after said changes are approved by the District, at no additional cost to the District.
- g. All required Estimates to be prepared by the Architect/Engineer are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Architect/Engineer has submitted the respective deliverables for the corresponding phase of services.

8) Specifications:

- a) Substantially complete the development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project.

Except for products designated as District standard materials/equipment, where articles, materials, and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those

allowed via the technology and integrated systems provisions of the California Public Contract Code or those that have been specifically approved by the Board of Trustees to match existing products in use or as otherwise permitted by applicable law.

- b) Coordination of the specifications with specifications developed by other disciplines.
- c) Specifications shall be in CSI format.

C. 50% Complete Construction Document Deliverables:

- 1) One (1) electronic file, One (1) unbound half size copy and One (1) full-size bound copy of the drawings.
- 2) Updated Sustainable Design Checklist (as applicable)
- 3) One (1) bound copy and One (1) unbound copy of the project Specifications in CSI format.
- 4) One (1) bound copy and One (1) unbound copy of all engineering calculations.
- 5) One (1) bound copy and One (1) unbound copy of the Revised Construction Cost Estimate (RCCE)
- 6) Updated Architect/Engineers Anticipated Project Construction Duration
- 7) Architect/Engineers statement indicating any authorized changes made to the program from the approved Design Development deliverable and the cost impact of each change on the previously approved Estimate of Anticipated Construction Cost. If no program changes occur but shifts of costs occur between disciplines, identify for District review.
- 8) DSA file, including all correspondence and meeting notes to date.
- 9) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF format/Excel
Schedules	Microsoft Project/Primavera/PDF

D. 100% Construction Documents

1) Documents shall be complete to 100% and include all drawings, details, sections, tables, schedules, and elevations that will be included in the DSA submittal set. This submittal will include incorporation of all Value Engineering items identified at the end of the Design Development Phase. A review set shall be delivered to the District prior to the anticipated submittal date to DSA to allow District adequate review and comment time without delaying DSA submittal.

2) 100% Complete Construction Documents

a) Architectural:

- 1) Completed site plan.
- 2) Completed floor plans, elevations, and sections.
- 3) Architectural details and large blow-ups completed.
- 4) Finish, door, and hardware schedules completed, including all details.
- 5) Site utility plans completed.
- 6) Fixed equipment details and identification completed. Furniture locations, quantities, identification and schedules completed.
- 7) Reflected ceiling plans completed.

b) Structural:

- 1) Structural floor plans and sections with detailing completed.
- 2) Structural calculations completed.

c) Mechanical:

- 1) Large scale mechanical details complete.
- 2) Mechanical schedules for equipment completed.
- 3) Completed electrical schematic for environmental cooling and exhaust equipment.

- 4) Complete energy conservation calculations and report.
 - 5) Plumbing and Fire Suppression Systems.
- d) Electrical:
- 1) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
 - 2) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed. Substantially complete all system designs for data, telecom, security, fire alarm, EMS, P.A./clocks/intercom showing all device and connection point locations, panel, hub, and control locations and backbone conduit and wiring distribution layouts.
 - 3) All electrical equipment schedules completed.
 - 4) Special system components plans completed.
 - 5) Electrical load calculations completed.
 - 6) Audio/Visual design completed.
- e) Civil:
All site plans, site utilities, parking and roadway systems completed.
- f) Landscape:
All landscape, hardscape, exterior lighting, and irrigation plans developed to a 100% level of completion.
- g) Revised Construction Cost Estimate (RCCE):
- 1) Develop and submit for District approval a Revised Construction Cost Estimate (RCCE). Along with the conditions identified in the preceding phases, the following conditions apply to the Revised Construction Cost Estimate (RCCE).
 - 2) Update and refine the 50% Construction Documents per the Revised Construction Cost Estimate (RCCE).

- 3) The 100% CD Revised Construction Cost Estimate (RCCE) for the project must at no point exceed the District's budget for the project. At the conclusion of this phase of Architect/Engineer's work, the following steps will be taken to reconcile the accuracy of the Revised Construction Cost Estimate (RCCE) prepared by the Architect/Engineer. However, at all times the accuracy of the Revised Construction Cost Estimate (RCCE) remains the responsibility of the Architect/Engineer:
 - a. The District will review the Revised Construction Cost Estimate (RCCE) for general compliance with the District's project scope and budget.
 - b. The Revised Construction Cost Estimate (RCCE) shall include design contingency of 2% in this phase to account for potential changes required by DSA.

- 4) All required Estimates to be prepared by the Architect/Engineer are to be delivered to the District or its authorized representative no later than seven (7) calendar days after the Architect/Engineer has submitted the respective deliverables for the corresponding phase of services.

h) Specifications:

- 1) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the project.

Except for products designated as District standard materials/equipment, where articles, materials, and equipment are identified by brand names, they shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those allowed via the technology and integrated systems provisions of the California Public

Contract Code or those that have been specifically approved by the Board of Trustees to match existing in use or as otherwise permitted by applicable law.

The 100% Construction Documents specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- 2) Coordination of the Specifications with specifications developed by other disciplines.
- 3) Specifications shall be in CSI format.

i. 100% Complete Construction Document Deliverables:

- 1) One (1) electronic file, One (1) unbound half size copy and One (1) full-size of the 100% complete submittal.
- 2) Final Sustainable Design Checklist (as applicable).
- 3) Two (2) bound copies and One (1) unbound copy of all engineering calculations.
- 4) One (1) bound copy and One (1) unbound copy of the Final Project Specifications in CSI format.
- 5) One (1) bound copy and One (1) unbound copy of the Final Estimate of Anticipated Construction Cost.
- 6) Architect/Engineers statement indicating any authorized changes made to the scope of work from the approved 50% Construction Document deliverable and the cost impact of each change on the previously approved Revised Construction Cost Estimate (RCCE).
- 7) Final Architect/Engineers Anticipated Construction Duration.
- 8) DSA file, including all correspondence and meeting notes to date.
- 9) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF format/Excel
Schedules	Microsoft Project/Primavera/PDF

j. Submittal to DSA

Architect/Engineer shall submit copies of all plans and specifications to District for review and approval prior to submission of the 100% Complete Construction Documents to DSA. The Architect/Engineer shall not submit the 100% Complete Construction Documents to DSA without having first requested, and received, written approval to do so by the District or its authorized representative.

k. Constructability Review (at Owner's discretion): The District may conduct constructability review of the 100% Complete Construction Documents. Should the District conduct such a review, a report of the constructability review comments shall be given to the Architect/Engineer who shall modify the design documents to reflect the Owner approved changes along with providing written comments for each item listed in the report. Any and all comments shall be addressed before DSA backcheck.

l. Final Back Check Documents

The Construction Documents final back-check phase shall be for the purpose of the Architect/Engineer incorporating all DSA and regulatory agencies' comments (including Constructability Review, if appropriate) into the drawings, specifications, and estimate. All changes made by the Architect/Engineer during this stage shall be at no additional cost to the District.

The final Contract Documents delivered to the District upon completion of the Architect/Engineer's work shall consist of the following:

- 1) Final Back Check Document Deliverables:
 - a) One (1) electronic file, One (1) unbound half size copy and One (1) full-size of the Final Back Check submittal. This submittal shall include the incorporation all regulatory agency's comments.
 - b) Final Sustainable Design Checklist.
 - c) One (1) bound copy and One (1) unbound copy of the Back Check Project Specifications in CSI format.
 - d) One (1) bound copy and One (1) unbound copy of the Back Check Estimate of Anticipated Construction Cost.

- e) DSA file, including all correspondence and meeting notes to date.
- f) Electronic copy of all deliverables shall be submitted to the District. The format which these documents shall be submitted will be limited to the following unless otherwise approved by the District:

Drawings	AutoCADD 2000 or 2002
Narratives	Word
Specifications	Word
Spread Sheets	Excel
Cost Estimates	PDF format
Schedules	Microsoft Project/Primavera

m. **Project Cessation Provisions:**

Upon completion of the Construction Documents Phase, the District shall have the right to terminate the Agreement upon written Notice of Termination to Architect/Engineer under the terms of the Agreement. In this case, the District shall pay the Architect/Engineer only the fee associated with the services provided through the Construction Documents Phase.

Upon completion and review of the Construction Documents Phase deliverables, Architect/Engineer shall neither perform nor charge for further work unless and until the District has approved the Construction Documents Phase as complete and has given a written Notice to Proceed to Architect/Engineer for the Bidding Phase.

4. Bidding Phase:

- a. Upon written authorization from the District to proceed with the Bidding Phase, based upon accepted deliverables from the preceding phase, the Architect/Engineer shall perform Bidding Phase services for District as follows:

Architect/Engineer shall review and comment on the District's bidding procedures and Divisions 0 and 1 of the Project Manual. Architect/Engineer shall comply with all provisions set forth within said documents and assist in the development of bid alternates and milestone dates to be required of the contractor.

- b. While the project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing by the Architect/Engineer.

- c. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed and resolved by the Architect/Engineer and submitted to the District for approval. Corrective action will be in the form of an addendum prepared by the Architect/Engineer and issued by the District. Refer to Article 4.4 of the Agreement in the case that the lowest responsive, responsible bid exceeds the District's Approved Construction Cost Budget by more than ten percent (10%).
- d. Upon completion of the Bidding Phase, Architect/Engineer shall produce a conforming set of plans and specifications incorporating all addenda issued thus far. Architect/Engineer shall supply District with a complete, reproducible set of plans and specifications marked as a conforming set.
- e. Upon completion of the Bidding Phase, the District shall have the right to terminate the Agreement upon written notice of this termination to Architect/Engineer under the terms of the Agreement. In this case, the District shall pay the Architect/Engineer only the fee associated with the services provided through the Bidding Phase.
- f. The Architect/Engineer and its Design Consultants, as necessary or appropriate shall attend and participate in pre-bid meeting and job walks.

5. Construction Administration Phase:

Upon written authorization from the District to proceed with the Construction Administration Phase, the Architect/Engineer shall perform Construction Administration Phase services for the District as follows:

- a. The Architect/Engineer's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the Contract for Construction and terminates upon satisfactory performance and completion of all tasks in this phase or upon the District's terminating the Agreement, whichever is earlier. All work product of the Architect/Engineer generated during the construction phase including but not limited to correspondence, field directives, drawings, submittals, RFIs, invoices, meeting minutes, etc., shall be transmitted to the Construction Manager for distribution.
- b. During construction, the Architect/Engineer shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required.

These drawings shall be provided by the Architect/Engineer as necessary for the timely completion of the project and shall be at no additional cost unless designated as extra work or services by the District.

- c. Architect/Engineer shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change order requests, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Change order requests shall be reviewed for entitlement, reasonableness and cost.

The Architect/Engineer's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the project or in the work of separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect/Engineer.

- d. 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/Engineer.
- e. Architect/Engineer shall visit the project site to attend all progress and coordination meetings or when requested by Owner, and in no case less than once per week, sufficient to determine that the project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the project.

Architect/Engineer shall ensure that subconsultant(s) visit the site as necessary for the timely completion of the project.

- f. On the basis of on-site observations, the Architect/Engineer shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect/Engineer shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect/Engineer may observe. However, the Architect/Engineer shall not be a guarantor of the contractor's performance.

- g. Architect/Engineer shall prepare "Record Drawings" to record changes made during the construction of the project based upon as-built information provided by the District's construction contractor and project inspector, and those resulting from approved change orders. These "Record Drawings" are to be delivered in electronic format in CADD along with three full size copies of the drawings, and shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect/Engineer's final payment. The Architect/Engineer may insert the following notice on all Record Drawings: "These record drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect/Engineer has provided a review consistent with its legal standard of care."
- h. Architect/Engineer shall review equipment 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.
- i. Architect/Engineer shall also provide, at the District's request, architectural and/or 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.
- j. Process contractor pay applications in coordination with the District's Project or Construction manager and the Project Inspector to insure timely payment to the contractor. Recommendations of Payment by Architect/Engineer constitute Architect/Engineer's representation to the District that work has progressed to the point indicated to the best of Architect/Engineer's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

6. Close Out Phase:

As the Construction Administration Phase progresses, the Architect/Engineer shall perform the following Close Out Phase services for the District as required:

- a. Architect/Engineer shall conduct inspections as required to determine when the contractor has completed the project and shall prepare punch lists of items, including FF&E that remain in need of correction or completion.

- b. Architect/Engineer shall review all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect/Engineer's recommendation as to the adequacy of these items.
- c. Architect/Engineer shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA on the project to secure certification.
- d. Architect/Engineer shall prepare or collect and provide all reports required by the United States Green Building Council (USGBC) LEED™ (Leadership in Energy & Environmental Design) to ensure the specified LEED™ certification on the project is attained.
- e. Architect/Engineer shall obtain all required DSA approvals on all change orders and addenda to the contractor's contract.
- f. Architect/Engineer shall prepare a final verified report for the project.
- g. Architect/Engineer shall prepare all Record Drawings for the project.
- h. Review contractor's final retention release pay application and verify all conditions of project completion have been satisfied.

Only after all of these steps are completed, the Architect/Engineer shall receive his final payment for services (5% of architectural fees) earned.

END OF PAGE

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to the Agreement shall be performed by Architect/Engineer, if needed and requested by the District.
1. Making revisions in drawings, specifications, or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the District.
 - b. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the final construction documents.
 - c. Due to changes required as a result of the District's failure to respond to a written request from the Architect/Engineer within a reasonable time, as requested by Architect/Engineer.
 2. Providing services required because of significant documented changes in the project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
 3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
 4. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor, or, in the absence of a final Certificate of Payment or Notice of Completion, more than sixty (60) days after the date of completion of work by the contractor.
 5. Except as included in the description of Basic Services for the project, providing artwork, renderings, computer generated virtual project tours, models, mock-ups, or other items the District may request for presentation or demonstration purposes.

- B. When time permits and when scope of services is quantifiable, Architect/Engineer shall provide a lump sum fee proposal for the District's review and approval and shall obtain said approval for extra work prior to commencing any such work. When the District agrees that time and/or scope definition issues preclude the preparation of a fair and reasonable lump sum fee, the Architect/Engineer may be directed to proceed on add service work based on the time and material provisions stated below.
- C. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services.

The hourly rates for Architect/Engineer's employees reflected below shall govern the payment for the performance of any extra work or services:

<u>Position</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
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The hourly rates of any subconsultant reflected below shall govern the payment for the performance of any extra work or services and shall include a 5 % administration fee/mark-up fee:

<u>Position</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
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END OF PAGE

EXHIBIT "C"

SCHEDULE OF WORK

- A. Promptly after the execution of the Agreement, the Architect/Engineer shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect/Engineer proposes to carry out Architect/Engineer's work. The schedule shall apply to the completion of all services listed hereunder within the times established by the Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates.
- B. Architect/Engineer shall complete all work and services required under the Development of Architectural Program section within 30 working days after written authorization from District to proceed.
- C. Architect/Engineer shall complete all work and services required under the Schematic Design Phase within 40 working days after written authorization from District to proceed with this phase of work.
- D. Architect/Engineer shall complete all work and services required under the Design Development Phase within 40 working days after receipt of a written authorization from District to proceed with this phase of work.
- E. Architect/Engineer shall complete all work and services required under Construction Documents Phase within 80 working days after written authorization from the District to proceed with this phase of work. Excluded from this duration is the time associated with the Construction Documents back-check stage.
- F. The durations stated above exclude the review periods required by the District and all other regulatory agencies. The time durations stated above shall not be interpreted as relieving the Architect/Engineer from the requirement of meeting planning, funding and approval deadlines and requirements of the California Community Colleges Chancellor's Office.
- G. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the schedule are imposed by the District's inability to comply with requested meeting schedules, Architect/Engineer shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

END OF PAGE

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payments to Architect/Engineer (A/E) as provided herein shall be full compensation for all of Architect/Engineer's work incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, printing of deliverables in the quantities set forth in Exhibit "A", providing and/or shipping of deliverables or any other items, per diem expenses, or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and Exhibit "B", there shall be no payment for extra costs or expenses.
2. The amount of compensation shall be based upon the following percentage for each phase contemplated under the Agreement.

	<u>Phase Amount</u>	<u>Cumulative Amount</u>
Architectural Program: 5%	\$0	\$0
Schematic Design Phase: 10%	\$0	\$0
Design Development Phase: 10%	\$0	\$0
Construction Documents Phase: 45%	\$0	\$0
Bidding Phase: 2%	\$0	\$0
Construction Administration Phase: 25%	\$0	\$0
Close Out: 3%	\$0	\$0

Add Services:	<u>Phase Amount</u>	<u>Cumulative Amount</u>
Architectural Program:	\$0	\$0
Schematic Design Phase:	\$0	\$0
Design Development Phase:	\$0	\$0
Construction Documents Phase:	\$0	\$0
Bidding Phase:	\$0	\$0
Construction Administration Phase:	\$0	\$0
Close Out:	\$0	\$0

B. Method of Payment

1. Invoices shall be submitted to the District via the District's authorized representative. All invoices are required to indicate the corresponding Purchase Order number provided by the District.

2. Architect/Engineer shall submit to District on a monthly basis documentation showing proof that payments were made to his/her subconsultant(s).
3. Architect/Engineer shall submit to the District for approval a copy of the Architect/Engineer's monthly pay request format.
4. Upon receipt and approval of Architect/Engineer's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice as follows:
 - a. Architectural Program Phase:
Monthly payments for the percentage of work complete up to ninety percent (90%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Program Phase within the timeframes noted in Exhibit C. The District may approve the work of one phase, retain 10% of the fee for this same phase, and direct the A/E to proceed into the next phase. This option may be exercised if said work is behind schedule by more than seven (7) calendar days and if, in the District's opinion, the delay is not attributable to factors beyond the control or responsibility of the A/E. This 10% fee retention will be released to the A/E at the completion of any subsequent phase when the work of this agreement is deemed to comply with the schedule outlined as specified in Exhibit C.
 - b. For Schematic Design Phase:
Monthly payments for the percentage of work complete up to ninety percent (90%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District within the timeframes noted in Exhibit C. The District may approve the work of one phase, retain 10% of the fee for this same phase, and direct the A/E to proceed into the next phase. This option may be exercised if said work is behind schedule by more than seven (7) calendar days and if, in the District's opinion, the delay is not attributable to factors beyond the control or responsibility of the A/E. This 10% fee retention will be released to the A/E at the completion of any subsequent phase when the work of this Agreement is deemed to comply with the schedule outlined as specified in Exhibit C.

- c. For Design Development Phase:
Monthly payments for the percentage of work complete up to ninety percent (90%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District within the timeframes noted in Exhibit C. The District may approve the work of one phase, retain 10% of the fee for this same phase, and direct the A/E to proceed into the next phase. This option may be exercised if said work is behind schedule by more than seven (7) calendar days and if, in the District's opinion, the delay is not attributable to factors beyond the control or responsibility of the A/E. This 10% fee retention will be released to the A/E at the completion of any subsequent phase when the work of this agreement is deemed to comply with the schedule outlined as specified in Exhibit C.

- d. For Construction Documents Phase:
Monthly payments for percentage of work complete up to ninety percent (90%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District. The District may approve the work of one phase, retain 10% of the fee for this same phase, and direct the A/E to proceed into the next phase. This option may be exercised if said work is behind schedule by more than seven (7) calendar days and if, in the District's opinion, the delay is not attributable to factors beyond the control or responsibility of the A/E. If the A/E fails to complete its work of the Construction Documents Phase within the cumulative timeframe of items B through E of Exhibit C, all retention held by the District due to A/E's failure to complete its work within the timeframe established by Exhibit C will be withheld by the District until final project closeout is achieved. The A/E will have no rights to interest that may be earned on this retained money.

- e. For Bidding Phase:
Monthly payments for the percentage of work complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon approval of the Bid and Award by the District.

- f. For Construction Administration Phase:
Monthly payments for the percentage of work completed based upon the approved percentage of completion of construction indicated in the Contractor's monthly pay request. Should the duration of the project extend more than four (4) weeks beyond what is stipulated by the Project Manual for reasons not related to the Architect/Engineer's performance or errors or omissions in the documents, the Architect/Engineer may invoice for any remaining

Construction Administration services beyond the four week time extension on a Time and Material basis. Architect/Engineer shall prepare an estimate of remaining time, services, deliverables and associated cost to the District for its review and approval prior to commencement of the Time and Materials work.

- g. For Close Out:
Lump sum payment sixty-five (65) days after both the recording of a Notice of Completion and upon approval of the project by all applicable regulatory agencies including but not limited to the County and DSA.

END OF PAGE

EXHIBIT "E"

INSURANCE REQUIREMENTS FOR ARCHITECT/ENGINEER

Architect/Engineer shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect/Engineer, his agents, representatives, employees and subconsultant(s).

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability coverage.
2. Commercial Automobile Liability, any auto.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance as appropriate to the Architect/Engineer's profession.

B. Minimum Limits of Insurance

1. Within ten (10) days of signing of the Agreement the Architect/Engineer shall maintain limits no less than:
 - a. General Liability: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - c. Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
 - d. Professional Liability: Architect/Engineer shall provide insurance covering the prime design professional and his/her subconsultant(s) for one million dollars (\$1,000,000) aggregate limit subject to no more than seventy-five thousand dollars (\$75,000) per claim deductible, coverage to continue through substantial completion of construction plus two years thereafter.

e. Excess/Umbrella Liability: Three million dollars (\$3,000,000) per occurrence.

2. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

C. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Architect/Engineer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers (“Additional Insureds”) are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect/Engineer; instruments of service and completed operations of the Architect/Engineer; premises owned, occupied or used by the Architect/Engineer; or automobiles owned, leased, hired or borrowed by the Architect/Engineer. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to this project, the Architect/Engineer’s insurance coverage shall be primary insurance as respects to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect/Engineer’s insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. The Architect/Engineer’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

- E. Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:7.
- F. Verification of Coverage:** Architect/Engineer shall furnish the District with:
1. Certificates of insurance showing maintenance of the required insurance coverage;
 2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

END OF PAGE

EXHIBIT "F"

ARCHITECT/ENGINEER FEE BASIS

The basis for the Total Lump Sum Fixed Fee to be paid as compensation to the Architect/Engineer to perform all of the work, services, and consulting and to provide all deliverables noted within the Agreement and the referenced Exhibits shall be in accordance with the following schedule:

A. Basic Services:

1. Architectural Programming
2. Civil Engineering
3. Landscape Architecture
4. Architectural (Hardware, Code Consulting, Interiors)
5. Structural Engineering
6. Mechanical (HVAC, Plumbing, Building Automation Systems)
7. Fire Suppression Systems
8. Electrical Engineering (Energy Consulting)
9. Low Voltage Systems (Telecom/Cabling Infrastructure (data, fire alarm, telephone, security))
10. Cost Estimating
11. Specialty Consultants:

Subject to Project requirements, but not limited to:

- a. Acoustical Engineering
- b. Audio/Visual
- c. Specialty Lighting Design
- d. Furnishings, Fixtures and Equipment (FF&E)
- e. Sustainable Design
- f. Vertical Transportation
- g. Food Services
- h. Traffic Engineering
- i. Other

Total Lump Sums Fixed Fee	\$	0
	\$	0
(Including all Project related costs)	\$	_____

The Total Lump Sum Fixed Fee amount may be adjusted based on the final Approved Construction Cost Budget and, if required, subsequent fee negotiations between the District and the Architect/Engineer following the completion of programming phase services, pursuant to Article 5.3 of the Agreement.

The Total Lump Sum Fixed Fee is inclusive of all Project related costs, pursuant to Article 5.5 of the Agreement.

It is the Architect/Engineer’s responsibility to deliver DSA approved construction documents for bidding to meet or beat the Approved Construction Cost Budget established at the completion of the programming phase

END OF PAGE

EXHIBIT "G"

PROJECT SUMMARY

NAME OF PROJECT, _____ COLLEGE

PROJECT DESCRIPTION:

Enter description

CONSTRUCTION SCOPE:

- Enter Scope

The Initial Construction Cost Budget for the project is Said Dollars (\$000,000.00) based on Architectural Program.

The Initial Construction Cost Budget (ICCB) shall be the total cost to District for construction and installation of all elements of the Project as designed and specified by the Architect/Engineer. The Initial Construction Cost Budget is the initial estimation of the total sum to be paid to the building contractor(s) to construct the Project. The ICCB includes the cost of Hazardous Materials removal to be documented by other consultants.

The Initial Construction Cost Budget (ICCB) will be refined and eventually approved as the Construction Cost Budget at the completion of the programming phase. This Approved Construction Cost Budget (ACCB) will be the basis for determining adjustments, if any, to the fee due to the Architect/Engineer for its work to provide the services described in this agreement, pursuant to Article 5.3 of the Agreement.