



*Building the future through quality education*

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • [www.rscdd.edu](http://www.rscdd.edu)

Santa Ana College • Santiago Canyon College

**REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL (RFQ/RFP) #1920-271**  
**ARCHITECTURAL AND ENGINEERING SERVICES – BARRIER REMOVAL PROJECTS AT**  
**SANTIAGO CANYON COLLEGE**

**Addendum No. 07**

**Issued: August 28, 2020**

The following changes, additions, deletions, or corrections shall become part of the above-mentioned RFQ/RFP:

- A. The District hereby issues an Architectural/Engineering consulting agreement template for your information.

Enc: AE-Services-AGREE-Template

*End of Addendum No.7*

## ARCHITECTURAL SERVICES AGREEMENT

This AGREEMENT is made and entered into this [redacted] day of [redacted] in the year 20[redacted] by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and [redacted], hereinafter referred to as “ARCHITECT.” This AGREEMENT shall include all terms and conditions set forth herein. The DISTRICT and the ARCHITECT are sometimes referred to herein individually as a “PARTY” and collectively as the “PARTIES.” This AGREEMENT is made with reference to the following facts:

**WHEREAS,** DISTRICT desires to obtain architectural services for the [redacted], located at [redacted], hereinafter referred to as the “PROJECT”; and

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

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

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

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

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

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

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

9. The services covered by this AGREEMENT shall commence on <MONTH, DAY, 20<YEAR> and shall be completed by <MONTH, DAY, 20<YEAR> subject to extension for delays attributable to causes not within the control of ARCHITECT, unless otherwise extended in writing by the PARTIES.

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

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

1. The ARCHITECT shall provide to the DISTRICT, on the terms herein set forth, all of the architectural, design and/or engineering services necessary to complete the PROJECT. The ARCHITECT's services shall include those described in this AGREEMENT, and include all structural, civil, mechanical and electrical engineering and landscape architecture services and any other services necessary to produce a reasonably complete and accurate set of "Construction

Documents” defined as including, but not limited to, the following: The contract between the DISTRICT and the “Contractor” awarded the PROJECT (the “Contract”), general and supplementary conditions of the Contract between the DISTRICT and Contractor, drawings, specifications, Addenda, Revisions and other documents listed in the Contract, and modifications issued after execution of the Contract between the DISTRICT and Contractor.

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

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

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

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

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

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

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

9. ARCHITECT shall attend all **weekly or bi-weekly** design phase and **weekly or bi-weekly** construction phase PROJECT meetings between the ARCHITECT, its consultants, the

DISTRICT's representative(s), other consultants of the DISTRICT, and Contractor throughout the PROJECT. ARCHITECT shall provide minutes of the meeting and distribute to all parties involved. ARCHITECT shall also have a duty to make corrections, as appropriate, to the meeting minutes.

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

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

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

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

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

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

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

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

18. ARCHITECT shall be responsible for the coordination of the design and the layout of the technology backbone system with the DISTRICT's Information Technology Department and/or the DISTRICT's technology consultant. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. ARCHITECT and consultant(s) shall prepare and be responsible for documents prepared by the ARCHITECT based on the information provided by the DISTRICT's technology consultant as appropriate to the level of design completion.

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

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

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

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

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

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

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

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

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

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

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

**30. Schematic Design Phase**

a. The ARCHITECT shall meet with the DISTRICT to understand and verify the DISTRICT's requirements for its Program. In the cases where a Program is furnished to the ARCHITECT by the DISTRICT, the ARCHITECT shall review the DISTRICT's Program and address if the Program, in the ARCHITECT's professional opinion, is realistic. If there are issues with the Program that has been provided, as part of the Schematic Design Services, ARCHITECT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget. Once the Schematic Design, Program and Budget are reconciled with the DISTRICT representative, and the DISTRICT approves the Schematic Design, Program and Budget, the ARCHITECT may then move on to the Design Development Phase.

b. In the cases where the DISTRICT has not established a Program, the ARCHITECT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The ARCHITECT's familiarity with how projects are funded by the State Chancellor or through grants shall be part of the expertise the DISTRICT is relying upon in conjunction with the ARCHITECT's experiences with similar projects and programs for the establishment of the DISTRICT's Program and PROJECT under this AGREEMENT. The ARCHITECT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the ARCHITECT obtains the written consent of the DISTRICT and an agreement that the ARCHITECT is permitted to exceed the available Budget.

c. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings, renderings, programmatic outlines, and other documents illustrating the scale and relationship of the PROJECT's components. These

documents shall comply with EXHIBIT “I” and be prepared with the understanding that Design Development and Construction Documents Phases of this AGREEMENT shall be completed in accordance with the realistic understanding of and adherence to the Schematic Design. The Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations of the State and local governmental agencies and/or authorities having jurisdiction over the PROJECT, including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department, which are required for the final approval of the PROJECT’s completed Construction Documents.

d. The ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT and PROJECT’s priorities for approval by the DISTRICT.

e. If directed by the DISTRICT at the time of approval of the Schematic Design Documents, the Construction Documents shall be prepared so that portions of the work of the PROJECT may be performed under separate construction contracts, phased construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Careful attention is directed to DSA requirements for phasing of projects and the likelihood that DSA or other agency approvals may expire during the phases. If there is an expiration and need to obtain additional DSA approvals for future phases, the ARCHITECT shall provide the DISTRICT with a written notification of the PROJECT approvals that may expire due to phasing. Alternate construction schemes made by the DISTRICT subsequent to the Design Development Phase shall be provided as an Additional Service pursuant to Article III unless the alternate construction scheme arises out of the PROJECT exceeding the estimated Budget constraint as a result of the ARCHITECT’s services under this AGREEMENT.

f. The ARCHITECT shall submit a list of qualified engineers for the PROJECT for the DISTRICT’s approval in conformance with Article XII. ARCHITECT shall ensure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.

g. The ARCHITECT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

h. The ARCHITECT shall perform Schematic Design services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

i. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

j. The ARCHITECT shall submit the following deliverables to the DISTRICT for review and approval, which shall include:



- (1) Two copies of breakdown of Construction Budget as prepared for this Phase;
  - (2) Two copies of meeting Reports/Minutes;
  - (3) Two copies of Schematic Design Package with alternatives;
  - (4) Two copies of a statement indicating changes made to the Program and Schedule;
  - (5) Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that ARCHITECT has not met or corresponded with DSA.
- k. ARCHITECT shall present and review with the DISTRICT the detailed Schematic Design. The Schematic Design shall be revised within the accepted Program parameters until a final concept within the accepted Construction Cost has been accepted and approved by the District at no additional cost to the District.
- l. ARCHITECT shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

**31. Design Development Phase**

a. Upon approval by the DISTRICT of the Schematic Design services set forth above, the ARCHITECT shall prepare Design Development Documents based on the Schematic Design and based on the Program that has been approved by the DISTRICT. Such documents shall comply with EXHIBIT "I" and consist of site and floor plans, elevations, cross-sections, and other documents necessary to depict the design of the PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the Program requirements, landscapes, architecture, civil, structural, mechanical, and electrical systems, materials, and such other essentials as may be appropriate. The ARCHITECT shall prepare the Design Development Documents to comply with the requirements of all governmental agencies having jurisdiction over the PROJECT including, but not limited to, the State Chancellor, DSA, the County Health Department and the local fire marshal/department.

b. The ARCHITECT shall prepare and submit to the DISTRICT a written estimate of the Construction Cost in conformance with Articles V and VI and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost.

c. The ARCHITECT shall perform all Design Development Services to keep the PROJECT within all Budget and scope constraints set by the DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

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

- (1) One (1) full-size set of the Design Development Drawings;
- (2) Three (3) half-size sets of the Design Development Drawings;
- (3) Four (4) sets of the specifications;
- (4) Two (2) copies of the updated renderings from the previous phase mounted on rigid board;
- (5) One (1) updated Statement of Probable Construction Cost;
- (6) One (1) updated Project Development Schedule;
- (7) One (1) Revised Tabulation of Areas; and
- (8) One (1) CD containing all files electronically and named according to the sheet name or specification name.

e. Two (2) copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that ARCHITECT has not met or corresponded with DSA.

f. ARCHITECT shall present and review with the DISTRICT the detailed Design Development Design. The Design Development Design shall be revised within the accepted Program parameters until a final concept within the accepted Construction Cost has been accepted and approved by the District at no additional cost to the District.

g. ARCHITECT shall not begin Construction Document Phase services until the District has approved of the Design Development submittals in writing.

## 32. **Construction Document Phase**

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

PROJECT. All Construction Documents prepared by the ARCHITECT shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc. ARCHITECT shall submit 60% and 100% Construction Documents as required herein and pursuant to Exhibit "I"

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

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

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

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

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

g. As part of the ARCHITECT's professional services, ARCHITECT has coordinated the drawings on the PROJECT. It is suggested, but not mandatory, that

ARCHITECT perform a clash detection review of the final Construction Documents prior to submission to DSA.

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

1. One (1) full-size set of the 60% and 100% Construction Drawings;
2. Three (3) half-size sets of the 60% and 100% Construction Drawings;
3. Four (4) specifications at 60% CD and 100% CD submission;
4. One updated rendering from the previous phase mounted on rigid board at the 100% CD submission;
5. One (1) updated Statement of Probable Construction Cost at 60% CD and 100% CD submission;
6. One (1) updated Project Schedule at 60% CD and 100% CD submission;
7. One (1) CD containing all files electronically and named according to the sheet name or specification name at 60% CD and 100% CD submission.

### **33. Agency Approval Phase**

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

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

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

revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

d. The final Contract Documents delivered to the DISTRICT upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

(1) Drawings: Original tracings of all drawings on ARCHITECT's tracing paper with each ARCHITECT/consultant's State license stamp.

(2) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

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

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

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

b. The ARCHITECT shall contact potential bidders and encourage participation in the PROJECT. The ARCHITECT shall prepare all the necessary bidding information and bidding forms required to bid the PROJECT. The ARCHITECT shall coordinate the development of bidding procedures and shall attend a bid/site walk(s). The ARCHITECT shall also assist the DISTRICT with the preparation of the Contractor's Contract form, the general conditions, the supplementary conditions, and all other contract documents necessary to bid the PROJECT and award a complete Contract to the lowest responsible responsive bidder. The DISTRICT will provide the standard general conditions and supplementary conditions that must be incorporated into the Contract with the Contractor. The ARCHITECT shall review the general conditions, supplementary conditions, and all other contract documents provided by the DISTRICT for incorporation into the Contract with the Contractor and shall coordinate such documents with all other Construction Documents that are prepared by the ARCHITECT pursuant to this AGREEMENT. The ARCHITECT's coordination obligations under this Section include, but are not limited to, verifying that any and all bid instructions and requirements set forth in the specifications prepared by the ARCHITECT are also set forth in the Instructions to Bidders and the Bid Form that are distributed to the bidders in connection with the PROJECT. The ARCHITECT shall prepare and sign all written Addendums that are necessary to incorporate changes into the DSA approved Construction Documents prior to the award of the PROJECT. The ARCHITECT shall assist the DISTRICT in distributing all Addendums to each bidder that has obtained a set of the DSA approved Construction Documents. During the bidding period of the PROJECT, ARCHITECT shall process all questions presented to the DISTRICT concerning the intent of the Contract Documents. In the event that items requiring interpretation of the Drawings or Specifications are discovered during the bidding period, those items shall be analyzed by the ARCHITECT

for decision by the DISTRICT as to the proper procedure required. Corrective action will be in the form of an Addendum(a) prepared by the ARCHITECT and issued by the DISTRICT. The ARCHITECT shall ensure that all Addendums are submitted to and approved by DSA prior to certification of the PROJECT.

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

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

e. The ARCHITECT shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the ARCHITECT. The ARCHITECT shall ensure that all Revisions are submitted to and approved by DSA prior to certification of the PROJECT.

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

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

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

- (1) Two copies of meeting report/minutes from kick-off meeting;
- (2) Two copies of meeting report/minutes from pre-bid site walk;

- (3) Upon completion of the Bidding & Award Phase, ARCHITECT shall produce a Conforming Set of plans and specifications incorporating all Addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

### 35. Construction Phase

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

(1) Contract Information Form DSA-102.

(2) Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

b. The Construction Phase will commence with the award of the Construction Contract to Contractor and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the DISTRICT's terminating the AGREEMENT, whichever is earlier. While ARCHITECT shall work as many hours as necessary to complete Construction Phase services, ARCHITECT agrees that **at a minimum** it will dedicate [Insert Number] (XX) hours per week to the PROJECT through the duration of the Construction.

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

d. The ARCHITECT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.

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

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

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

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

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

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

- (1) Visiting the PROJECT site to maintain such personal contact with the PROJECT as is necessary to assure the ARCHITECT that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so the ARCHITECT can verify that



the work does or does not comply with the DSA approved Construction Documents, whichever is greater) in order to:

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

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

ARCHITECT shall have the authority, upon its sole discretion, to reject PROJECT Contractor(s)'s work that presents an immediate risk of injury to persons.

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

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

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

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

r. The ARCHITECT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. ARCHITECT shall take action upon any submittal within fourteen (14) days of receipt. The ARCHITECT's actions shall not delay the work, but should allow for sufficient time, in the ARCHITECT's professional judgment, to permit adequate review. ARCHITECT shall review Contractor's schedule of submittals and advise the DISTRICT on whether that schedule is complete. The ARCHITECT shall provide the DISTRICT with proposed

revisions to this schedule and advise the DISTRICT on whether the DISTRICT should approve this schedule.

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

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

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

v. ARCHITECT shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. ARCHITECT shall provide a recommendation to DISTRICT as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.

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

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

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

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

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

bb. The ARCHITECT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the

ARCHITECT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.

cc. The ARCHITECT shall:

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

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

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

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

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

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

hh. The ARCHITECT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the “Punch List”) and the fully executed Verified Report

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

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

- (1) Work on the PROJECT is suspended for a period of more than one month;
- (2) The services of the ARCHITECT are terminated for any reason prior to the completion of the PROJECT;
- (3) DSA requests a Verified Report.

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

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

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

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

### 36. Project Close-Out

a. Within thirty (30) days after the completion of the PROJECT's construction and the ARCHITECT's receipt of as-built documents from the Contractor, ARCHITECT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, ICD's, change orders, RFI's, change order requests ("COR's"), Bulletins,



clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The ARCHITECT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including five (5) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within **thirty (30)** days of the PROJECT's completion, the ARCHITECT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.

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

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

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

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

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

- (1) Copy of the Notice of Completion.
- (2) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.
- (3) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).

- (4) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- (5) Weighmaster's Certificate (if required by approved drawings and specifications).
- (6) Copies of the signature page of all Addenda as approved by DSA.
- (7) Copies of the signature pages of all deferred approvals as approved by DSA.
- (8) Copies of the signature pages of all Revisions as approved by DSA.
- (9) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- (10) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

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

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

1. The ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control ("Additional Services"). The ARCHITECT shall obtain written authorization from the DISTRICT before rendering Additional Services. Compensation for all valid Additional Services shall be negotiated and approved in writing by the DISTRICT before such Additional Services are performed by the ARCHITECT. No compensation shall be paid to the ARCHITECT for any Additional Services that are not previously approved by the DISTRICT in writing. Additional Services may include:
  - a. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to Agency approval;
  - b. Making material revisions in drawings, specifications or other documents when such revisions are required to comply with direction from the DISTRICT that is substantively different than approvals or instructions previously given by the DISTRICT;
  - c. Providing consultation concerning the replacement of work damaged by fire and furnishing services required in connection with the replacement of such work;

d. Providing services made necessary by the default of the Contractor, which does not arise directly or indirectly from negligence, errors, or omissions of ARCHITECT;

e. If the DISTRICT requests the PROJECT be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from ARCHITECT exceeding the estimated Budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Additional Service subject to prior negotiation and written approval by the DISTRICT;

f. Providing contract administration services after the construction Contract time (including any Governmental Delay Float as addressed in the General Conditions of the Construction Contract with Contractor) has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor, and liquidated damages are collected therefor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT and payment will be made upon collection of liquidated damages from the Contractor. Payment of the ARCHITECT shall be made from collected liquidated damages;

g. Providing documents that exceeds LOD 300; and

h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice and as approved by the DISTRICT in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Any Budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT to reflect changes in the general level of prices in the construction

industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

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

- a. The DISTRICT may give written approval of an increase of such fixed limit and proceed with the construction of the PROJECT;
- b. The DISTRICT may authorize renegotiation, when appropriate, or rebidding of the PROJECT within a reasonable time at no additional cost to the DISTRICT;
- c. If the PROJECT is abandoned, the DISTRICT may terminate this AGREEMENT in accordance with Article VIII, Section 2;
- d. The DISTRICT may request the ARCHITECT prepare, at no additional cost, deductive change packages that will bring the PROJECT within the Budget; or
- e. The DISTRICT may request the ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the Construction Cost.

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

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

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

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

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

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

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

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

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

1. DISTRICT's Termination for Default. The DISTRICT may terminate this Agreement upon seven (7) days advance written notice to the ARCHITECT if there is a default by the ARCHITECT in its performance of a material obligation hereunder and such default in performance is not caused by the DISTRICT. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the ARCHITECT shall commence to cure its default(s) and diligently thereafter prosecute such cure to completion. In addition to the DISTRICT's right to terminate this Agreement pursuant to the foregoing, the DISTRICT may terminate this Agreement upon written notice to ARCHITECT if: (i) ARCHITECT becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by ARCHITECT or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for ARCHITECT or any of ARCHITECT's property on account of ARCHITECT's insolvency; or (ii) if ARCHITECT disregards applicable laws, codes, ordinances, rules or regulations. If DISTRICT exercises the right of termination hereunder, the Contract Price due the ARCHITECT, if any, shall be based upon Basic Services, authorized Additional Services, and allowable expenses incurred or provided prior the effective date of the DISTRICT's termination of this Agreement, reduced by the DISTRICT's prior payments of the Contract Price and losses, damages, or other costs sustained by the DISTRICT arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the ARCHITECT, if any, shall be made by DISTRICT only after completion of the Post-Construction Phase of the Project. ARCHITECT shall remain responsible and liable to DISTRICT for all losses, damages, or other costs sustained by DISTRICT arising out of

termination pursuant to the foregoing or otherwise arising out of ARCHITECT's default hereunder, to the extent that such losses, damages or other costs exceed any amount due ARCHITECT hereunder for Basic Services, authorized Additional Services, and Expenses.

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

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

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

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

## **ARTICLE IX – DISPUTES**

1. Continuation of ARCHITECT Services. Except in the event of the DISTRICT's

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

2. Mandatory Mediation.

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

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

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

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

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

f. If any PARTY commences a legal action without first attempting to resolve the Claim as required by this Article IX, that PARTY shall be in breach of this AGREEMENT and shall not be entitled to recover attorney’s fees that might have otherwise been recoverable.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Schematic Design Phase:** No more than **10%** of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

**Design Development Phase:** No more than **15%** of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

**Construction Docs Phase:** No more than **35%** of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion

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

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

- Bid and Award Phase:** No more than 2% of the estimated Architect Fee, as determined under Exhibit "A" to this AGREEMENT, to be paid monthly based on actual level of completion
- Construction Admin. Phase:** No more than 25% of the actual Architect Fee, as determined under Exhibit "A" to this AGREEMENT and the accepted bid, to be paid monthly based on actual level of completion
- Project Close-Out Phase:** Balance of actual Architect Fee to be paid after the all the requirements set forth in Article II, Section 32 have been completed and the PROJECT is certified by DSA and the Notice of Completion has been recorded (if applicable).

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

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

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

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

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

**[EXAMPLES ONLY – DISTRICT AND ARCHITECT WILL IDENTIFY PERMITTED REIMBURSABLES BASED ON THE ARCHITECT’S PROPOSAL]**

- a. Approved reproduction of drawings and specifications in excess of the copies provided by this AGREEMENT; and
- b. Approved agency fees.
- c. Items requested/approved by the DISTRICT in writing.

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

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

**ARTICLE XII - EMPLOYEES AND CONSULTANTS**

9. The ARCHITECT, as part of the ARCHITECT’s basic professional services, shall furnish the consultant services necessary to complete the PROJECT including, but not limited to: landscape architects; theater and acoustical consultants; structural, mechanical, electrical and civil engineers; and any other necessary design professionals and/or consultants as determined by the ARCHITECT and acceptable to the DISTRICT. All consultant services shall be provided at the

ARCHITECT's sole expense. The ARCHITECT shall be responsible for the coordination and cooperation of all architects, engineers, experts or other consultants employed by the ARCHITECT. The ARCHITECT shall ensure that its engineers and/or other consultants file the required Interim Verified Reports, Verified Report and other documents that are necessary for the PROJECT's timely inspection and close-out as required by the applicable governmental agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, DSA. The ARCHITECT shall ensure that its engineers and consultants observe the construction of the PROJECT during the course of construction, at no additional cost to the DISTRICT, to maintain such personal contact with the PROJECT as is necessary to assure such engineers and consultants that the Contractor's work is being completed, in every material respect, in compliance with the DSA approved Construction Documents (in no case shall the number of visits be less than once every week or as necessary to observe work being completed in connection with each block/section of a PIC so such engineers and consultants can verify that the work does or does not comply with the DSA approved Construction Documents, whichever is greater).

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

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

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

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

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

DISTRICT's right to interview and approve replacement personnel. In either case, the DISTRICT shall be allowed to interview and approve replacement personnel.

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

16. The construction administrator or field representative assigned to the PROJECT by the ARCHITECT shall be licensed as a California Architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administrator is not at the site.

### **ARTICLE XIII – MISCELLANEOUS**

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

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

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

#### **4. ARCHITECT's Indemnity.**

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

indemnity excludes ARCHITECT liability as to the active or sole negligence or willful misconduct of the District.

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

(1) Without limiting ARCHITECT's liability for indirect cost impacts due to PROJECT delays, the direct costs for which the ARCHITECT shall be liable shall be proportionate to the amount the DISTRICT is liable to the PROJECT Contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the PROJECT delays, including the proportionate cost of interim housing necessitated by PROJECT delays, to the extent that the PROJECT delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of ARCHITECT in the performance of any services that falls below the standard of care or fail to conform with ARCHITECT's responsibilities under this AGREEMENT.

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

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

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

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

to defend that is chargeable to the ARCHITECT and a payment from one PARTY to the other PARTY shall be made within sixty (60) days to satisfy that reconciliation.

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

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

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

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

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



a. The ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim, to continue through completion of construction plus "tail" coverage for two (2) years thereafter. Rates for insurance shall be consistent with the rates at the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Valuable Document Insurance. The ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the ARCHITECT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under Article XIII, Section 6 (b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall be occurrence based policies, except for professional liability insurance which shall be claims made; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the ARCHITECT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. In the event that the ARCHITECT subcontracts any portion of the ARCHITECT's duties, the ARCHITECT shall require any such subcontractor to purchase

and maintain insurance coverage for the types of insurance referenced in Article XIII, Sections (a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The ARCHITECT shall not subcontract any portion of the ARCHITECT's duties under this AGREEMENT without the DISTRICT's prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

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

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

- (1) The minimum coverage and limits specified in this AGREEMENT; or
- (2) The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the ARCHITECT to be kept pursuant to this AGREEMENT.

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

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

DISTRICT:

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

ARCHITECT:

[REDACTED]  
[REDACTED]  
[REDACTED], CA [REDACTED]  
Attn: [REDACTED]  
Telephone: ( ) - [REDACTED]  
Facsimile: ( ) - [REDACTED]

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

11. Effective April 25, 2016, the Board of Trustees adopted Board Policy 3821 Gift Ban Policy. The ARCHITECT shall adhere to Board Policy 3821 as there are strict prohibitions outlined in the policy. For further reference and information please read BP 3821 located found on the RSCCD website at <http://www.rsccd.edu/Trustees/Pages/BP-3821.aspx>.

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

13. Appropriate dress by the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, is mandatory. Therefore, tank tops, cut-offs and shorts shall not be allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as set forth above in Section above.

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

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

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

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

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

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

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

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

22. Covid 19. Consultant shall at all times comply with all federal, state, and local directives, ordinances, laws, health orders and regulations and District guidelines including, but not limited to, OSHA and Cal-OSHA concerning COVID-19. This may require scheduling site visits by appointment only, the ability to conduct business meetings via online or the internet, wearing required face mask protection and maintain social distancing guidelines if attendance on site is necessary to conduct essential business related to services described herein.

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

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

**ARCHITECT:**  
<<NAME OF ARCHITECT >>

**DISTRICT:**  
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

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

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

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

Peter J. Hardash, Vice Chancellor Business  
Operations and Fiscal Services

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

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

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

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

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

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

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

**COPIES TO:**

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

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

**EXHIBIT “A”**

**PROJECT DESCRIPTION**

DRAFT

## EXHIBIT “B”

### ARCHITECT’S FEE

#### 1. Fixed Fee plus Reimbursable Allowance

A. The total Not-to-Exceed fee is <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>). Included in this not-to-exceed fee is the following:

1. Compensation for Basic Services: The DISTRICT shall compensate the ARCHITECT for performing the Basic Services as described in Article I and in accordance with Article XI for a fixed fee of <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>).

2. Allowance: Included in the aforementioned fee is an estimated allowance of <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>) for additional services and/or reimbursable expenses subject to the District’s approval in accordance with Article XI.

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

#### 1. Hourly, Not-to-Exceed Fee

A. The total Not-to-Exceed fee is <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>). Included in this not-to-exceed fee is the following:

a. Compensation for Basic Services: The DISTRICT shall compensate the ARCHITECT for performing the Basic Services as described in Article I and in accordance with Article V and Article XI for a hourly, not-to-exceed fee of <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>).

b. Allowance: Included in the aforementioned fee is an estimated allowance of <AMOUNT IN WORDS> and <NO OR AMOUNT OF CENTS>/100 DOLLARS (\$<AMOUNT IN NUMBERS>) for additional services and/or reimbursable expenses subject to the District’s approval in accordance with Article XI.

**The ARCHITECT and their CONSULTANT’s hourly rates for basic services, as approved by the DISTRICT, are included in Exhibit “F” and shall not be adjusted except as agreed upon by the PARTIES in writing.**

**EXHIBIT "C"**

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

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

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

**CIVIL ENGINEERING:**

<Company Name>  
 <Company Address>  
 <Phone Number>  
 <EOR, License #>  
 Key Personnel:

**STRUCTURAL ENGINEERING:**

<Company Name>  
 <Company Address>  
 <Phone Number>  
 <EOR, License #>  
 Key Personnel:

**MECHANICAL ENGINEERING:**

<Company Name>  
 <Company Address>  
 <Phone Number>  
 <EOR, License #>  
 Key Personnel:

**ELECTRICAL ENGINEERING:**

<Company Name>  
 <Company Address>  
 <Phone Number>  
 <EOR, License #>  
 Key Personnel:

**FIRE PROTECTION:**

<Company Name>  
 <Company Address>  
 <Phone Number>  
 <EOR, License #>



Key Personnel:

COST ESTIMATING:

<Company Name>

<Company Address>

<Phone Number>

Key Personnel:

LANDSCAPING DESIGN:

<Company Name>

<Company Address>

<Phone Number>

<EOR, License #>

Key Personnel:

DRAFT

**EXHIBIT “D”**

**PROJECT SCHEDULE**

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

<b>Task</b>	<b>Duration</b>
ARCHITECT prepares Schematic Design Documents	_____ weeks
DISTRICT/Third Party Review of Schematic Design Documents	_____ weeks
ARCHITECT prepares Design Development Documents	_____ weeks
DISTRICT/Third Party Review of Design Development Documents	_____ weeks
ARCHITECT prepares 50% Construction Documents	_____ weeks
DISTRICT/Third Party Review of 50% Construction Documents	_____ weeks
ARCHITECT prepares 100% Construction Documents	_____ weeks
DISTRICT/Third Party Review of 100% Construction Documents	_____ weeks
DSA Review/Approval	_____ weeks
Bid Phase	_____ weeks
Construction Phase:	
Submittal/Procurement Phase	_____ weeks
Construction Phase	_____ weeks
Substantial Completion (Anticipated Date to Be)	<Substantial Completion Date>
Project Closeout	_____ weeks

## EXHIBIT “E”

### CONSTRUCTION BUDGET

The construction budget for the project shall not exceed \$<Number Dollar Amount>. Within this construction budget, ARCHITECT shall include the following, unless otherwise directed by the DISTRICT:

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

DRAFT

**EXHIBIT “F”**

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

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

**ARCHITECT’S Hourly rates**

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

**Civil Engineer’s Hourly Rates**

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

**Structural Engineer’s Hourly Rates**

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

**Landscape Architect’s Hourly Rates**

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

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

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

**Electrical Engineer’s Hourly Rates**

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

**Cost Estimator’s Hourly Rates**

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

**Kitchen Consultant’s Hourly Rates**

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

**EXHIBIT “G”**  
**VENDOR FORM - LOCAL HIRE AND LOCAL BUSINESS INFORMATION**

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

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

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

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

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

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

Agreement No.  
Board Approval:

<AGREE #>  
<Bd. Approval Date>

- 1. Firm is a Minority Business Enterprise (MBE)  Yes  No
- 2. Firm is a Women Business Enterprise (WBE)  Yes  No
- 3. Firm is a Disabled Veteran Business Enterprise (DVBE)  Yes  No

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

- 4. Firm is a Veteran Owned Business  Yes  No

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

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

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

\_\_\_\_\_

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

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

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

In submitting this form, the Consultant certifies that it has independently verified that all Local Hires and Local Businesses noted in this agreement meet the definitions for Local Hires and Local Businesses as set forth in Board Policy 6610 and Administrative Regulation 6610. The District may request Consultant to provide additional information or documents to support the numbers listed above. Consultant agrees to provide all additional information or documents requested by the District. Failure to provide any requested information may result in the District delaying Final Payment to the Consultant and Consultant agrees that it shall have no claim for additional costs or days resulting from or in any way related to providing the information in this form.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

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



**EXHIBIT “H”**

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

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

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

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

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

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

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

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

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

## EXHIBIT "I"

### REQUIREMENTS OF DRAWINGS AND SPECIFICATIONS

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

1. Schematic Design Phase

a. Architectural

i. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

ii. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

iii. As applicable, identify proposed roof system, deck, insulation system and drainage technique.

iv. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

v. Identify code requirements, include occupancy classification(s) and type of construction.

b. Structural

i. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.

ii. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

c. Mechanical

i. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

ii. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

iii. Show selected system on drawings as follows:

1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
3. Schematic piping.
4. Temperature control zoning.
- iv. Provide design criteria to include the intent base of design for the projects.
- v. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
- d. Electrical
  - i. Calculate overall approximate electrical loads.
  - ii. 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.
  - iii. Show system(s) selected on drawings as follows:
    1. Single line drawing(s) showing major distribution system.
    2. Location and preliminary sizing of all major electrical systems and components including:
      - a. Load centers.
      - b. Main panels.
      - c. Switch gear.
  - iv. Provide design criteria to include the intent base of design for the projects.
  - v. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
- e. Civil

- i. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
  - ii. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
  - iii. Coordinate finish floor elevations with architectural site plan.
- f. Landscape. Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- g. Specifications. Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. ARCHITECT is to use DISTRICT's standardized equipment/material list for new construction and modernization in development of the PROJECT design and specifications. ARCHITECT shall 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.

## 2. Design Development Phase

- a. Architectural
  - i. Scaled, dimensioned floor plans with final room locations including all openings.
  - ii. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
  - iii. Identification of all fixed equipment to be installed in contract.
  - iv. Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - v. Preliminary development of details and large scale blow-ups.
  - vi. Legend showing all symbols used on drawings.
  - vii. Floor plans identifying all fixed and major movable equipment and furniture.
  - viii. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

ix. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

1. Light fixtures.
2. Ceiling registers or diffusers.
3. Access Panels.

b. Structural

- i. Structural drawing with all major members located and sized.
- ii. Establish final building and floor elevations.
- iii. Preliminary specifications.
- iv. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

c. Mechanical

- i. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- ii. Major mechanical equipment should be scheduled indicating size and capacity.
- iii. Ductwork and piping should be substantially located and sized.
- iv. Devices in ceiling should be located.
- v. Legend showing all symbols used on drawings.
- vi. More developed Outline Specifications indicating quality level and manufacture.
- vii. Control Systems to be identified.
- viii. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

d. Electrical

i. 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.

ii. All major electrical equipment should be scheduled indicating size and capacity.

iii. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

iv. Legend showing all symbols used on drawings.

v. More developed and detailed Outline Specifications indicating quality level and manufacture.

vi. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

e. Civil

i. 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.

ii. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

f. Landscape. Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

g. Bid Documents. ARCHITECT shall 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.

3. Construction Documents – 60%

a. Architectural

- i. Site plan developed to show building location, and major site elements.
  - ii. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
  - iii. Architectural details and large blow-ups started.
  - iv. Well-developed finish, door, and hardware schedules.
  - v. Fixed equipment details and identification started.
  - vi. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- b. Structural
- i. Structural floor plans and sections with detailing well advanced.
  - ii. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- c. Mechanical
- i. Mechanical calculations virtually completed with all piping and ductwork sized.
  - ii. Large scale mechanical details started.
  - iii. Mechanical schedule for equipment substantially developed.
  - iv. Complete design of Emergency Management System (“EMS”).”
- d. Electrical
- i. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - ii. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - iii. All electrical equipment schedules started.
  - iv. Special system components approximately located on plans.

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

e. Civil

i. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

ii. Site utility plans started.

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

g. Specifications

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

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

4

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

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

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

iii. Specifications shall be in CSI format.

4. Construction Documents – 100%

a. Architectural

i. Completed site plan.

ii. Completed floor plans, elevations, and sections.

iii. Architectural details and large blow-ups completed.



- iv. Finish, door, and hardware schedules completed, including all details.
- v. Fixed equipment details and identification completed.
- vi. Reflected ceiling plans completed.
- b. Structural
  - i. Structural floor plans and sections with detailing completed.
  - ii. Structural calculations completed.
- c. Mechanical
  - i. Large scale mechanical details complete.
  - ii. Mechanical schedules for equipment completed.
  - iii. Completed electrical schematic for environmental cooling and exhaust equipment.
  - iv. Complete energy conservation calculations and report.
- d. Electrical
  - i. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
  - ii. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - iii. All electrical equipment schedules completed.
  - iv. Special system components plans completed.
  - v. Electrical load calculations completed.
- e. Civil. All site plans, site utilities, parking and roadway systems completed.
- f. Specifications
  - i. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT.

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

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

2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

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

iv. At one hundred percent (100%) review, DISTRICT shall review the specifications and shall direct ARCHITECT to make corrections at no cost to the DISTRICT.

v. Coordination of the Specifications with specifications developed by other disciplines.

vi. Specifications shall be in CSI format.

g. Constructability Review. The DISTRICT and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the ARCHITECT who shall make necessary changes along with providing written comments for each item listed in the report.

## EXHIBIT “J”

### ARCHITECT’S LEASE-LEASEBACK OBLIGATIONS

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

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

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

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

5. Building Information Modeling.

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

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

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

6. The term “Contract Documents” shall include:

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

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

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

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

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

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

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

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

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

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

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

12. Construction Phase Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION & SIGNATURE ON FOLLOWING PAGE**

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

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

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

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

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

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

DRAFT

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

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

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

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

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

**OR**

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

**OR**

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

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

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

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

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

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

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