NOTICE CALLING FOR PROPOSAL

District: South Orange County Community College District
Project: BID NO. 2019: RFQ & P for Central Plant, Phase 2 Upgrade Services at Saddleback College
Bid Deadline: 2:00 PM., September 23, 2014
Mailing Address & Place of Proposal Receipt: Saddleback College
Attn: Jim Rogers
Facilities Management
28000 Marguerite Parkway
Mission Viejo, CA 92692

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, CA, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, sealed proposals for the award of an energy services contract per Government Code 4217.10-.18 for the aforementioned project.

Each proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the DISTRICT.

DESCRIPTION OF THE WORK: The Central Plant Phase 2 Upgrade services will include design and construction of Central Plant upgrades and production of the requisite documents for obtaining stamped approval, buy out to construction completion and provide electronic as-builts.

DETERMINATION OF BEST VALUE: The DISTRICT will review proposals and will award the contract to the responsive Firm whose proposal is determined to provide the Best Value to the DISTRICT. DISTRICT’s written decision shall support the award of the contract by stating the basis of the award.

PREVAILING WAGE: The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful proposer to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the duration of the Project. The general prevailing rate of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half.

SUBSTITUTION OF SECURITIES: DISTRICT will permit successful proposer to substitute securities for retention monies withheld in accordance with California Public Contract code, Section 22300.

PROCUREMENT OF REQUEST FOR PROPOSAL DOCUMENTS: Starting on August 26, 2014, proposers may access the Request for Proposal documents through the DISTRICT’s website at the following address: http://www.socccd.edu/businessservices/bs_purchasing_bids.html and click on: Bid 2019 for RFQ & P for Central Plant, Phase 2 Upgrade services at Saddleback College.
A MANDATORY PRE-SUBMITTAL CONFERENCE WILL BE HELD at 10:00am on Wednesday, September 3, 2014 at Saddleback College, Facilities Management Building, 28000 Marguerite Parkway, Mission Viejo, CA 92692. Proposals will not be accepted from any Firm who fails to attend this mandatory Conference. Firms are advised to arrive early in order to park and obtain a parking pass from College staff located just inside the front entry of Facilities Maintenance Building.

The DISTRICT reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

Published: August 26, 2014
&
September 2, 2014
REQUEST FOR QUALIFICATIONS AND PROPOSALS – CENTRAL PLANT, PHASE 2 UPGRADE SERVICES: SADDLEBACK COLLEGE

South Orange County Community College District (District) is inviting submittals from qualified Firms, partnerships, corporations, associations, or professional organizations to provide Mechanical Engineering, Design and Construction Services for Saddleback College’s Central Plant, Phase 2 Upgrade services. Selection will result in an Agreement expected to provide comprehensive professional services to SOCCCD beginning Tuesday, October 28, 2014.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District  
Facilities Planning & Purchasing  
Health Sciences Building  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Attn: Jim Rogers

Questions regarding this RFQ & P may be directed to Jim Rogers at jrogers39@saddleback.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website at www.socccd.edu.

All responses must be received by mail, recognized carrier or hand delivered by

Tuesday, September 23, 2014, @ 2:00 P.M.
INTRODUCTION

South Orange County Community College District seeks Firms that can provide engineering, procurement and construction services for the Central Plan, Phase 2 Upgrades. The District will evaluate proposals to determine the Firm best qualified using Public Contract Code 4217. This RFP is the means by which the District will select a Design/Builder (Firm). The District will evaluate proposals to determine the Firm best qualified.

The goal of this project is to utilize the available space with the allowable capacity of the 1500 ton Central Plant.

The District is requesting qualification statements and proposals from consultants with a proven track record. The District has appointed a Selection Committee that will manage the selection process, review and evaluate the Proposals and make a recommendation regarding the selection of a successful Firm. The committee shall be comprised of individuals with experience, knowledge and program responsibility for the products and services of this Project. The evaluation, selection and recommendation timeframe is expected to be approximately six weeks. Selection will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be used to maximize objectivity.

Selection will include an assessment of the Firms’ proven ability to apply their experience and technical expertise to:

- complete this project in an efficient and skilled manner
- provide quality components per contract documents
- ensure the systems’ operation and persistence of generation for the system life
- minimize lifecycle system costs while maximizing return on investment over the life of the system.

At a minimum, Firms must possess the ability to design and construct complex central plant upgrades on an active college campus that include use of a thermal energy storage system.

An Agreement may be awarded in accordance with the defined Basis of Award herein. Each initial offer should contain the Firm’s best terms from a technical and cost/price standpoint.

The selected team will work with the Central Plant Committee, take an active leadership role in the entire design and construction process, make presentations to the Board of Trustees when scheduled, prepare the final documents, complete construction and obtain project close out. It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 41,000 students each year.
Phase 1 of the Central Plant upgrade is underway. Phase 1 upgrades components of the central plant and incorporates the new Sciences Building into the central plant operation. This RFQ & P addresses the needs of the second phase of the Central Plant upgrades in order to improve its efficiency and provide for future campus expansion.

The selected Firm will be required to design and construct the requisite Central Plant, Phase 2 upgrades and deliver a fully functional Central Plant with a two year maintenance period and a minimum two year warranty for all work performed. Some individual warranty requirements are greater as stated herein.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Jim Rogers, jrogers39@saddleback.edu with the subject line indicating “Question(s) for Central Plant Phase 2 Services RFQ & P”. If questions are submitted after the deadline, they will not be answered and Firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

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<td>RFQ &amp; P - 1st Advertisement</td>
<td>August 26, 2014</td>
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<td>RFQ &amp; P - 2nd Advertisement</td>
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<td>Deadline for written questions</td>
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<td><strong>Deadline for RFQ &amp; P Submittal</strong></td>
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Firms who intend to respond to the RFQ & P shall participate in a mandatory pre-proposal meeting/site walk which will begin at 10:00am on Wednesday, September 3, 2014 at:

Saddleback College
Facilities Management Office (End of Service Road-See Exhibit H, Campus Map)
28000 Marguerite Parkway
Mission Viejo, CA 92692

Firms shall set aside two hours. There will be a sign in sheet at the start and roll call at the completion. Eligible candidates must be present for both. As built information will be provided to attendees.
During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the RFQ & P title, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

Late submittals will be returned to the Firm **without evaluation** and Firm will not qualify for consideration. It is the Firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**SCOPE OF WORK**

The District intends to hire a Firm to design and construct turnkey Central Plant Phase 2 Upgrades according to the specifications of this RFQ & P. The Firm shall take into consideration the sites’ space parameters, applicable California state and local ordinances and codes; budget constraints; utility interconnection requirements, and other relevant factors.

**Services:** The Central Plant, Phase 2 Upgrade services will include design and construction of the necessary central plant upgrades and production of the requisite documents for obtaining stamped approval, buy out through to construction completion and close out including submittal of electronic as-builds provided in a CAD program as approved by the college. District’s conditions are attached and shall apply. Firms must possess the ability to design and construct complex central plant upgrades on an active college campus that include use of a thermal energy storage system. In order to permit the central plant to deliver 1000 tons of chilled water during a maximum temperature day; supply and return temperatures must be maintained at 40/60 degree F without exceeding an electrical power demand of 205kW.

**Overview and Design Parameters**

1. **Experience.** The successful proposer must meet at a minimum the following:
   1.1. Experience with building systems similar to those required for this Project, and technical capability to address a broad range of systems, including without limitation:
   a. Mechanical Systems: Heating, ventilating, and air conditioning (HVAC) systems, energy management and control systems, domestic hot water systems, hydronic hot water (HW) and cold water (CW) piping, and distribution systems, etc.
   b. Plants: Distribution systems, cogeneration system including heat recovery, etc.
c. Desired Project experience: Central Plant upgrades and associated piping, connections.

1.2. Project experience that supports the Firm’s method to partner with the College and ensure project delivery on time and within budget.

1.3. Experience with the California Division of the State Architect (DSA).

1.4. Operating experience and success.

1.5. Relative project experience of staff and sub-consultants.

1.6. Demonstrated capability in contracting, management, construction and maintenance to provide a broad range of services, which may include but are not limited to the following:

a. Energy Audit and Project Development: Technical energy audit to evaluate costs and savings of a variety of energy-saving measures; project development plan including financial analysis.

b. Design/Construction/Implementation: Design services; equipment procurement; construction management; thorough understanding of legal and political restrictions of public entities.

c. Commissioning/Maintenance: Commissioning; continuing operations and maintenance for all improvements; staff training on routine maintenance and operations of systems; maintaining long-term, high efficiency performance on buildings; fully staffed and factory certified in-house services department with 24/7 call center.

1.7. Expertise in energy conservation and proven ability to obtain rebates or other incentives.

1.8. Ability to satisfy District’s insurance, bond & safety requirements.

2. Central Plan Operations. The plant shall operate automatically with chillers providing chilled water to the campus in a parallel format. However, the plant will mostly operate in a chilled water series and condenser water series counter-flow utilizing one absorption chiller and possibly two during high loads, one electric chiller, and possibly two electric chillers during high load events.

2.1. Automatic Transition: The transition from parallel chilled water and condenser water series counter-flow shall be automatic via new controls with automated valves to provide for a transition between these moods in a "bumpless transfer" with no degradation of leaving chilled water temperature.

2.2. Leaving Temperature: The new plant leaving chilled water temperature shall be 40°F. The electric chillers shall be recalibrated with adjustment to their controls and refrigerant charge adjustment to meet the new performance criteria. Chillers shall produce 38.5°F leaving water temperature during the Thermal Energy Storage (TES)
repletion period. Under no circumstances the leaving water temperature of the plant shall be greater than 40°F.

2.3. Volume and Flows: All pumps, pumping pressures, volume, and flows shall be coordinated and accounted for in the design.

2.4. Power Demand: The plant power demand, while producing 1,000 tons capacity in series-counter-flow mode in the condenser water and series chilled water, plus TES depletion shall not exceed 225 kW under the current operating load. This information will be provided through calculations from the energy management system (EMS).

2.5. Piping: All piping below two inches shall be welded or brazed and piping larger than four inches shall utilize groove fittings such as those manufactured by Victaulic. All piping shall be insulated with at least 1.5 inch fiber glass insulation, interior piping shall have white polymer jackets and exterior piping shall have aluminum jackets. Jackets shall be installed in all piping and accessories, including valve fittings and other piping specialties, such that a vapor barrier is thoroughly formed without any breaches of such barrier.

2.6. Outdoor NEMA Rating: Contractor shall provide all electrical components, devices, cabling, motor control centers, variable speed drives with NEMA ratings specific to outdoor conditions when such electrical items are installed in wet locations, to provide for a complete and functional Central Plant phase 2 energy efficiency construction and operation.

2.7. Valves: Contractor shall refurbish and/or entirely replace the CLA-type valves with a contract warranty of at least five years such that they will produce the adequate sustaining pressure function and the floor rate control function to the refurbished subterranean TES tank located in the Central Plant parking lot. The CLA-valves shall be controlled by industrial quality independent single-loop controllers similar to Allen-Bradley, such that a higher level guarantee of their function is attained. These valves shall not be controlled by the building automation system. However, the building automation system should be connected to these valves to receive a status of these valves, and to produce operating conditions and alarms as necessary.

2.8. Isolation Valves: Piping configurations within the plant including installation of new isolation valves and automatic control valves shall be designed, approved, and constructed by the contractor to provide the series/series counter-flow functions whenever the college determines the recommendation as advantageous to the Central Plant efficiency.

3. **Hot Water Revisions.** The heating hot water system shall be revised in the following manner:

3.1. Replace Plate and Heat Exchangers: The two Ameridex plate-and-heat-exchangers connected to the cogeneration engine jacket water shall be either replaced in kind or equal or reconditioned with a Contractor warranty of at least five years.
a. The replacement or reconfiguration of the two Ameridex plate-and-heat-exchangers shall include a new and dedicated pump (465 gpm, 13 feet of head, 3 hp at 1800 rpms) for the secondary leaving piping, including full insulation of the heat exchanger and new entering and leaving hot water lines, such that the secondary water entering the Ameridex plate-and-heat-exchangers is connected to the coldest heating hot water return line entering the plant. This information will be provided using the EMS.

b. The heated water line leaving the Ameridex plate-and-heat-exchangers shall connect back to the Central Plant heating hot water return at a point that it does not interfere with the function of the Cain air-to-water-heat-exchangers.

3.2. Thermostat Replacement: The engine jacket thermostats shall be replaced with temperature controllers tuned and set to operate at 215°F (field adjustable) instead of the current lower temperature thermostats. This controller shall be a single-loop industrial type with full proportional integral and derivative functions and at least two alarm relays that shall be connected to the (e) automation system.

3.3. Replace Air to Water Heat Exchanger: The Cain air-to-water-heat-exchangers shall either be completely replaced in kind or refurbished with a Contractor warranty of 5 years.
   a. This includes full exterior insulation of these air-to-water-heat-exchanger and replacement of independent single-loop controllers and internal damper.
   b. The Cain heat exchangers shall also be equipped with new dedicated pumps, replacing existing pumps in kind, connected to the coldest water return entering the plant and shall have the leaving heating water temperature connect at a point that does not interfere with the maximum heat exchange capacity that can be attained by the plate and heat exchangers.

3.4. Increase Circulating Pumps: The co-generation heat recovery piping arrangement will require four separate circulating pumps sized sufficiently to produce the maximum heat exchange rates or better of both the existing plate heat exchangers and of the existing air-to-water-heat-exchangers based on manufacturer’s data.
   a. Contractor shall provide a detailed calculation and analysis justifying pipe sizes, pump selections, and piping routing demonstrating that the maximum heat extraction of all heat exchangers is maximized.
   b. Each pump serving any of the cogeneration engine heat exchangers shall be equipped with an individual variable speed drive and shall also be equipped with automation controls that will automatically adjust pump flow rate to maximize heat recovery.

3.5. Boiler Modification:
a. The existing boilers shall be set to operate at a temperature of 205°F (field adjustable), and any boiler modifications requiring changes to the existing SCDAQMD boiler permits will not be accepted.

b. Boiler entering water shall be through a pipe with the confluence of the campus return heating hot water line and the leaving plate and heat exchanger water lines and the Cain air-to-water-heat-exchanger lines such that the boiler entering water will assume an elevated temperature that contains the maximum amount of heat extraction from both of the engine generators.

c. A boiler automatic bypass shall be provided for occasions when the engine recovered heat is sufficient to operate the absorption chillers and provide for heating hot water to the campus. This water bypass shall be fully automatic and shall permit a suitable and sufficient boiler cool down process.

4. **Restore TES Tank.** The Contractor shall demonstrate the capability to restore the underground thermal energy storage tank (TES tank) and cover including structural components to meet code requirements for vehicular loads. Plating shall be engineered and utilized as required during construction to maintain vehicular access to the Central Plant. Thermal energy storage reconfiguration to permit it to fully operate as a chilled water thermal storage tank. Major items shall be reconfigured, restored, or installed anew into or in the vicinity of the existing subterranean thermal energy storage system tanks. There are two separate thermal energy storage tanks to be reconfigured and restored to full operation. The following major items describe the necessary items to restore the function of the thermal energy storage tanks to produce 2,200 ton-hours of thermal energy storage capability.

4.1. The tanks shall be accessed by removal of the asphalt concrete and structural items composing the cover of the tanks. The removal of the top of the tanks shall be performed in sequence such that the entire parking lot adjacent to the Central Plant is not fully disrupted by this process. A recommended phasing plan must be pre-approved by the college.

4.2. The tank repletion and depletion direction of flow cannot be reversed. The existing pumps draw chilled water from the tank at its northeast end. The pumps are installed in a subterranean vault northeast of the actual tanks. These pumps will require variable speed drives, to be installed either internally to the Central Plant building or externally contained in a ventilated NEMA 3 enclosure, recommended location to be approved by the college. College standard for Variable speed drives is ABB. The NEMA 3 enclosure for exterior variable speed drives shall be painted with a color of white so as to not absorb sunlight energy. The enclosure ventilation shall include fans as provided by the NEMA 3 manufacturer to maintain drives within operational limits.

4.3. On the southwest of the existing subterranean tanks, there are two ground boxes engineered to support fire truck rating of H-20 (80,000 lbs.) and sufficiently located to
permit vehicular flow with no encumbrance. Any modifications or additional ground boxes shall have the same or better loading characteristics as those existing.

4.4. At the southwest and northeast of the tanks, a new header configuration shall be installed in both tanks in such a way that while the tank is in repletion mode, the southwest activated header is a header mounted at the bottom of the tank with a length equal to the width of the tanks, and a minimum diameter of 10 inches, with diffuser slots spanning most of the header length and dimensioned to produce laminar flow velocities. The slots will be positioned as close to the bottom of the tanks as is physically possible.

4.5. Conversely, during tank repletion, the activated header of both tanks connected to the tank leaving water side shall be a header equal to the description above but installed as close to the tank top of liquid as possible. During repletion of the thermal energy storage tanks, the leaving chilled water temperature from the plant to the tank shall be set at 38.5°F.

4.6. During tank depletion mode, the header order is reversed. The header connection to the tanks' leaving water connection shall be close to the bottom of the tank as is physically possible and designed as above.

4.7. At the southwest portion of the tanks, the activator headers shall be as close as is physically possible to the tank liquid water level such that the warm entering tank water connection enters the tank in a laminar flow configuration at the top of the tank.

4.8. In order to minimize the thermocline from the ordinary 2.5 feet width to a width of 1.5 feet, both tanks shall be equipped with a water path circuit of a height no greater than 12 inches that will guide the water flow within the tank in a laminar form through these passages from top to bottom or bottom to top depending on whether the tank is on depletion or repletion mode. This water path shall be constructed of polymer and synthetic materials.

4.9. The tanks' surfaces shall be sealed with an epoxy sealant of at least 5 mm applied in such a way that it produces a smooth surface without streaks or excessive application of the epoxy material that would be evident by the formation of drops.

4.10. Prior to the application of the epoxy sealant, the current sealant of both tanks shall be removed by a delicate sanding method and all dust resulting from this process shall be thoroughly removed by a vacuuming process following the hazmat protocol for this application.

4.11. After the removal of the existing sealant and sanding of surfaces within the tanks to provide a smooth, blemish free surface, the tanks shall be applied with two coats of epoxy primer paint prior to the application of the epoxy sealant mentioned above.

4.12. The installation of the double headers of each end of the tanks shall be installed in a manner such that automatic valves can be installed in the exterior of the tank through
new excavations at or near the existing vaults and equipped with automatic selector
isolation valves to activate the proper headers during repletion and depletion as
described above. New penetrations to the tanks if necessary shall be engineered and
implemented in such a manner that each the tanks' structural integrity is not
compromised and such penetrations are fully sealed with a link seal mechanism that
prevents leakage from the penetrating pipes.

4.13. The tank depletion rate shall be regulated by the EMS such that it maintains a minimum
chilled water plant peak power consumption in kW so as to flatten the power demand
curve for each season and/or each peak demand period.

5. **Automation System Reconfiguration.** The Automation System reconfiguration shall include all
necessary controllers, temperature transmitters, pressure transmitters, level transmitters, and
other points necessary.

5.1. The College’s Energy Management System is Computrols. No substitutions will be
considered.

5.2. Alterations and modifications to the hot water and cogeneration systems shall also be
coordinated with the WonderWare co-generation management system. All piping
modifications made to WonderWare reference points will need to be moved or added
as necessary to all for continued operation.

5.3. In addition to points and instrumentation connected to the automation system, time
schedules will also connect to the automation system and include electrical rate tariffs
based on on-peak, mid-peak, and non-peak as well as at least seven different scholastic
calendar days and will also include weekends, and various campus activities that may
pose varying demands on the Central Plant. As an example, a student registration day
may have classroom buildings not fully occupied, but registration areas may be fully
occupied, campus events including sports events or other events including auditoria
events may pose different demands on the plant.

5.4. The energy management system shall provide for a graphical user interface including all
necessary software and hardware for two work stations, location as indicated by the
campus. College anticipates full training at turn over.

5.5. It shall also have the capability of remote access through encrypted password such that
maintenance and operations officials can access the system from remote locations.

5.6. The generation of critical alarms shall also produce text and/or email messages routed
to at least five designated M&O officials responsible for the operation of the Central
Plant.

**Schedule.** The Central Plant Phase 2 Upgrade Services effort is expected to begin upon Board
approval at the Board meeting on Monday, October 27, 2014 and end no later than Saturday, January
10, 2014.
Tasks. The following are the expected tasks and deliverables associated with the Central Plant Phase 2 Upgrade Services effort:

1. Task 1: Project Initiation
   
   Meet with Saddleback College Facilities/Central Plant project team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with Central Plant Phase 2 Upgrade terms and conditions and appropriate to meet the highest standard for the consultant’s practice and define emerging roles.

   Deliverables:
   
   a) Meeting notes
   b) Final work plan and project schedule
   c) Roles and Responsibilities Matrix
   d) Evaluation methodology

2. Task 2: Research and Analysis Phase
   
   Review available background materials and any other relevant information relating to the project including, but not limited to:
   
   - As-Built information on the existing central plant
   - Construction documents on the Central Plant, Phase 1 work that is underway

   Meet with staff members most knowledgeable about the Project.

   Deliverables:
   
   a) Summary of meeting notes with College representatives and key stakeholders
   b) Draft and final versions of Research and Analysis findings
   c) Roles and Responsibilities Matrix

3. Task 3: Design Implementation
   
   Based upon comments and information received through Task 3, begin work identified under “Services” above.

   Deliverables:
   
   a) Develop recommendations for work scope including cost estimate as defined in general conditions attached
   b) Interaction with the college staff with follow up modification to work scope based on college recommendations
   c) Finalize plans, obtain approvals and complete buy out
d) Provide college with executed subcontractor agreements when submitting Lump Sum Price. Components of Lump Sum Price are as noted in the Agreement.

4. Task 4: Construction

INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit seven hard copies and one electronic copy in a sealed box or envelop clearly marked: “Proposal-Firm name, Design Build Services for Central Plant, Phase 2 Upgrades. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Firm.

“Qualifying Firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated introductory letter must be submitted including the date, Firm’s legal name, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the Firm.

2. **Table of Contents.** A Table of Contents of the material contained in the proposal shall follow the Cover Letter and outline in sequential order the major sections (identified in this section of the RFQ & P) and any subsections of the Proposal.

3. **Executive Summary**
   (1) Years in the mechanical engineering business.
   (2) Generally describe services and method for satisfying the District’s expectations, and goals including general and technical approach to partner with the District.
   (3) Indicate the number of full-time employees and provide a general description of staffing resources including the total number of professional staff employed.
   (4) List accreditations and qualifications, such as NACONTRACTOR, the U.S. Department of Energy, U.S. Department of Defense, etc., and describe the relevance of such accreditations or qualifications to this Project.
   (5) Describe technical resources such as computer capabilities, software applications, and personnel.
(6) In general, describe your experience with:

(a) Public works, especially educational facilities;
(b) Division of the State Architect
(c) California Community Colleges

Note: Exhibit B, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

3. **Experience.** Provide any professional registration, certifications and affiliations for the Firm. Describe your experience with central plant construction services and more particularly community college projects. Indicate the total number of similar facilities designed and or constructed by your Firm. Identify the scope of work performed within the last five years. Identify whether central plant experience cited is with new design, renovation design, construction, maintenance, and operations, monitoring, training, etc. Percentage breakdown of self-performed work vs. sub-contracted. Identify trades not performed by Contractor. Elaborate on Firm’s approach to equipment procurement in relationship to best value and scheduling. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project.

**Financial Standing** - Provide a current annual report or audited profit and loss statement. This information will be treated as confidential. Provide the amounts and carriers of general and professional liability insurance and bonding capacity.

Provide information relating to the filing of bankruptcy actions, debtor proceedings, case or proceeding, voluntary or involuntary by or against Firm. Include any order or decree rendered against Firm directing any readjustment, arrangement, composition or reduction Firm’s debts, liabilities or obligations or making any assignment for the benefit of creditors or any similar actions. For the purposes of this paragraph, the “Firm” includes Firm, subsidiary, parent or affiliate and any member of Firm’s management team that will be assigned to the Project.

Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.

**Litigation.** The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years including mechanics liens or stop notices filed against or by Firm resulting from or attributable to its current or past involvement with projects. Describe any current or past disciplinary actions taken by the California Contractors State License Board. Failure to properly make this disclosure may result in the rejection of all or any part of the Firm’s proposal or termination or nay contract or agreement entered into pursuant to this RFQ & P process.

4. **Project Experience**
Briefly describe all energy service contract projects or related projects similar in type, size, scope and location to the District’s Central Plant, Phase 2 Upgrades services including: New Central Plant Construction, Central Plant Upgrades/Retrofits, Co-generation Integration into Central Plants; completed by your company that demonstrate your capability to complete the District’s Project on time and within budget. Provide the following:

a. Project name and location.
b. District contact-reference information, including title, telephone number, fax number and e-mail address.
c. Project type and use. (Preferably community college District or other public educational facility.)
d. Size and scope, including specific work related to energy, water, and other O&M cost savings.
e. Anticipated schedule with original and actual start and completion dates. (Preferably within the last 10 years.)
f. Project and construction cost and fee.
g. Staff: project manager, project engineer, superintendent. (Individuals as those proposed on your organizational chart for this RFP Project.)
h. Sub-Contractors/Sub-consultants. (Individuals as those proposed on your organizational chart for this RFP Project.)
i. Include photos or other illustrations.
j. If applicable, explain in detail any termination or failure to complete a contract; debarment by any public entity; conviction for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction for violating any other federal or state law related to bidding or professional services performance; knowing concealment of any deficiency in the performance of a prior contract; falsification of information or submission of deceptive or fraudulent statements in connection with a contract; willful disregard for applicable rules, laws or regulations. Information regarding any of the above, at the sole discretion of the District, may deem to indicate an unsatisfactory performance record.

5. Business and Personnel. This section of the proposal should establish the ability of the Firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:

a. The business structure including whether the Firm is a subsidiary or affiliate of another company or entity or whether Firm or any subsidiary, parent, affiliate, or related entity is directly or indirectly owned or controlled (in whole or in part) by any general contractor or any other contractor or consultant related to or performing work in connection with the Project.
b. If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. A one page for summary and up to five additional to highlight project specific information is allowed if appropriate.
c. Number of qualified staff

d. Identification of any services noted in the Agreement(s) not provided in-house

e. Identification of proposed sub consultants

f. Identification of proposed subcontractors per bid forms

g. Organizational Chart of proposed project team detailing relationship or the team members. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:

i. Possess the minimum qualification to perform the services provided

ii. Have knowledge and understanding of terms and conditions, major services and activities required to perform services provided

iii. Have a minimum of three years of directly related experience

iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7

h. Include resumes of proposed management personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).

i. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. Scope of Work. The Scope of Work section herein provided describes the expected effort of the consultant; however, the consultant may recommend refinements, suggestions or brief restatements of the scope of work in this section. Provide information in concise a manner as possible.

   a. The Proposal shall include a description of the approach Firm will use to design, construct, and commission the system to meet the goals of the District. The Proposal shall describe how Firm will comply with the requirements of the District, obtain timely DSA approval and accommodate ongoing campus operations during construction, including how Firm intends to meet the proposed schedule.

   b. The Proposal shall describe Firm’s approach to Project and construction management, document control and project administration. Firm shall indicate how the Work will be phased if necessary to meet the goals of the District. The Proposal shall include a narrative addressing how Firm recommends Work will progress in order to efficiently execute the design, design review, installation, and commissioning of the systems. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of Firm’s
strategy for communicating with the District and assisting them in their efforts to achieve the overall objectives as described herein.

c. This section shall also contain an implementation narrative. The implementation narrative shall include procurement strategy for equipment and materials: submittal reviews, fabrication, staging, construction, installation and commitment from suppliers and/or manufacturers substantiating the availability of major long lead time equipment to meet the proposed schedule.

d. This section shall be submitted to the District upon request, after the initial selection and the Firms have been short listed. The technical portion of the Proposal shall describe the equipment, materials and methods to be employed by the Firm to meet the goals of the District for the Project and the requirements set forth in this RFQ & P. Firm shall provide a narrative that describes the equipment and systems proposed and demonstrates how they meet the requirement of the RFQ & P. The technical portion of the Proposal shall include the following:

i. Proposed System Overview: Technical narrative that describes the proposed system upgrades including but not limited to: rated KW capacity; expected KW output in the first year and over a twenty five year period; total kwh per month for the first year and the succeeding twenty five years; sequence of operation to include all modes of operation; the central plant running in parallel mode and series counter-flow mode; and TES performance and contribution in both modes. Provide narrative explaining plan for demonstrating this approach meets energy efficiency requirements as established in 4217.

ii. Proposed Equipment List: Model, technical specification, quantity and characteristics of system components.

iii. Preliminary Layout of the System: Provide a plan view layout drawing describing the locations of components and other relevant information including scale to convey the approximate space needed for the components to be installed.

iv. Single line diagram of proposed system.

v. Monitoring System Preliminary Design: A detailed description of the enhancement to the Computrols system including but not limited to all necessary devices and software upgrades.

vi. Monitoring/Data Presentation Information: Specifications of proposed monitoring software including screenshots of user interface and system diagnostic capabilities, as well as hosting requirements.

e. Civil, Structural and Geotechnical Design
i. Demonstrate how support structures and mounting systems will be designed to meet geotechnical conditions and/or existing structural system, provide plan view layout and elevation drawings of proposed structures. If Firm determines that an existing condition needs to be patched or repaired in any way, Firm shall identify and describe the needed repairs in the Proposal. Firm shall submit a detail for the proposed site improvements.

f. Economic Evaluation. Points will be assigned based on the greatest 25 year financial Net Present Value benefit, or savings, to the District as determined by the amount of energy offset by the installed systems (not purchased from utility provider) and the proposed cost of the system. Financial savings will be determined by the District using an economic model. The model will use a consistent set of assumptions for determining the value of future savings (e.g., current utility electricity prices, the annual rate of electricity, price escalation, etc.)

i. The inputs to the model include:

1. Current and forecast electricity consumption
2. Current and future rate structure
3. Forecast energy production provided by Firm
4. System energy costs resultant from Firm actions

ii. The net benefit of each proposal will be determined according to the following steps:

1. Calculate life cycle benefits
   a. Calculate the difference between the District’s utility bill before installing components and their utility bill after installing components to determine utility savings
   b. Estimating the value of incentives such as CSI

2. Calculate life cycle costs
   a. Incorporate the system cost
   b. Incorporate ongoing costs for operations and maintenance
   c. Account for additional costs of guarantees and/or warranties, if any
   d. Account for District side costs such as project management

3. Determine net benefit for the planned useful life of the project

iii. Total points in this category will be assigned using the following formula (points are rounded to the tenth):

1. Savings of Proposal Being Rated x Maximum Points for Price = Points
Savings of Most Beneficial Proposal

2. Sample: The following table reflects Proposers’ total financial savings as determined by the District and the number of points assigned.

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<th>Points Assigned</th>
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<td>17.5</td>
</tr>
<tr>
<td>B</td>
<td>$11 million</td>
<td>27.5</td>
</tr>
<tr>
<td>C</td>
<td>$14 million</td>
<td>35.0</td>
</tr>
</tbody>
</table>

g. Exceptions or Alternates: Proposals shall comply with all requirements in the RFQ & P. If Firm wishes to propose a system or solution that deviates from RFQ & P requirements, this should be clearly stated in this section of the Proposal along with rationale for the proposed change and the corresponding price reduction to the District. The District will make the final determination on the acceptability of any proposed exceptions or modifications.

7. Services. Define which services will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

8. Additional Data. Provide additional information about the Firm as it may relate to this RFQ & P.

   a. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned Firms, and small women-owned business participation level. Consortia of small businesses, minority-owned Firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned Firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired).

   b. Project Schedule: The Proposal shall contain a comprehensive critical path methodology schedule describing all activities of the Project. Project schedules shall be submitted electronically in MS Project.

   c. Warranty: Firm shall submit a summary of warranties for each system component, demonstrating compliance with RFQ & P requirements as well as full warranty agreements with terms and conditions.

9. Professional Fees. Firm shall indicate Proposal pricing by completing the bid proposal forms attached (Exhibit I). Firm shall populate all fields provided on the bid sheets. All Firms shall bid on all components. The selection committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.
A Fixed Fee proposal for the design portion of the Work leading up to the GMP will be based on fully-loaded hourly billing rates for each classification. When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm’s place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

Design phase fixed fees provided in this submittal will be used as the basis for contract negotiations. All design phases must carry a 10% design allowance specifically identified as an Allowance. The final all inclusive rate shall be negotiated after the selection process. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College. If this circumstance occurs, Firm shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration.

Proposers shall specifically include hourly rates for full time services in their proposals for the following:

- Principal
- Lead – Project Manager/Evaluator
- Associates
- Clerical staff
- Overtime and Weekend Rates for the above
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services
- Include fee schedules for consultants if used

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFQ & P exhibits may be provided as supplementary information. Be thorough and specific as this will form the basis of any contract negotiations for services.

10. Client References. This section of the proposal permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently
completed for other clients. Information should be furnished for both the Firm and any sub consultants included in the proposal and shall include:

a. Project name, location and description
b. Client contact name
c. Telephone number
d. Email address

This section may also include letters of recommendation or testimonials

11. Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

12. Certification. Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P. Certification must be stamped by a licensed Mechanical Engineer who will be responsible for the design.

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation and Proposal rejection. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit E) is not to be included with the Firm’s submittal.

BASIS OF AWARD

The selection of the Central Plant, Phase 2 Upgrade Services will be a phased process.

1. The first stage will be based on analysis focusing on the RFQ & P submittals.

2. The second stage may involve discussions with of one or more of the short listed Firms to present their full understanding of, and responsiveness to, this RFQ & P, and their specific experience (at selection committee’s option).

3. The third stage is successful contract negotiations, recommendation to the Board and contract award.

If the selection committee desires clarification during the evaluation, the District at its option, may submit a clarification request in writing to one or more Firm(s). District will identify a response date in the letter asking for clarification. If the committee does not receive a response from Firm(s) by the response date, the committee will determine how to interpret the Proposal. For the purposes of this Proposal, “Clarification” means communication with a Firm for the sole purpose of eliminating minor
irregularities, informalities, or apparent clerical mistakes in the Proposal. Clarification does not give the Firm an opportunity to review or modify the Proposal, except to the extent that correction or apparent clerical mistakes result in a revision.

The selection committee may contact any references including those provided by Firm in the Proposal.

If Discussions are schedule, they will be in accordance with the date provided herein. Firms must be available on the identified date in order to be considered. “Discussion” means any oral or written communication between the District and the Firm other than communications conducted for the purpose of a minor clarification, whether or not initiated by the District that involves information essential for determining acceptability of Proposal or provides Firm an opportunity to review or modify its Proposal.

Following Discussions, the District may request Firm(s) provide a Best and Final Offer (BAFO) within a time and date specified in a written request. A Firm, in its BAFO, will be permitted to respond to addendums issued subsequent to the Proposal Due Date. If a BAFO is identical to the initial Proposal, Firm(s) need only send a notification stating this fact and the previous submittal will be used as the BAFO. The BAFO shall be in the form of a standard business letter on official business letterhead, including Firm’s exact legal name as registered with the State of California, contractor’s license number and classification and shall be signed by the individual that has signed the Certification required with the RFQ & P submittal. The required contents and format of the Best and Final offer are identical to the Proposal as Specified in this RFQ & P’s “Instructions for Submitting Proposal” section. Firms shall highlight all items that vary from the original offer.

After BAFOs are received, the selection committee will conduct final evaluations and determine which Firm will be most advantageous to the District using the same criteria as noted for the original submittal.

At the conclusion of the final evaluation stage, Central Plant Phase 2 Upgrade services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected Firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

Note: By virtue of submission, the proposing Firm declares that all information provided in the Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about SOCCCD may be found at http://www.socccd.edu. Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the District bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer.

8. This request does not constitute an offer of employment or a contract for services. The action to award the Agreement is vested solely in the Board of Trustees of the District.

QUESTIONS FROM POTENTIAL RESPONDENTS

Questions regarding this RFQ & P may be directed to Jim Rogers, jrogers39@saddleback.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing jrogers39@saddleback.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications and Proposals
2. Exhibit B: Central Plant Phase 2 Upgrade Services – Qualification Matrix
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: Sample Agreement for Central Plant Phase 2 Upgrade Services.
6. Exhibit F: Design Phase Terms and Conditions
7. Exhibit G: Documents due at Lump Sum Price Approval
8. Exhibit H: General Conditions
9. Exhibit I: Division One Specifications
10. Exhibit J: Proposal Form
11. Exhibit K: Campus Map

Proposal shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.
CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, Firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Central Plant Phase 2 Upgrade Services and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ___________________


__________________________  __________________________
Signature                        Typed or Printed Name

__________________________  __________________________
Title                            Phone

__________________________  __________________________
Address                         Email

Mechanical Engineer Stamp  Provide Seal here, if Corporation
RFQ & P - Qualification Matrix  Central Plant, Phase 2 Upgrade Services

Firm

Location (City/State)

NOTE: Firm to validate quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

<table>
<thead>
<tr>
<th>TAB</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>Professional/Format/Signed</td>
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<tr>
<td>Table of Contents</td>
<td>Correct &amp; Professional</td>
</tr>
<tr>
<td>Executive Summary</td>
<td>professional, coherent, relevant, concise</td>
</tr>
<tr>
<td>Experience</td>
<td></td>
</tr>
<tr>
<td>Years in business (min 3)</td>
<td>Location - proximity to campuses</td>
</tr>
<tr>
<td>Number of Projects in past 5 years</td>
<td>Other K-12 Community College</td>
</tr>
<tr>
<td>New Central Plan Construction</td>
<td></td>
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<tr>
<td>Central Plant Upgrades/Retrofit</td>
<td></td>
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<tr>
<td>Co-generation Integration into Central Plants</td>
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<tr>
<td># Contract terminations in last 5 years</td>
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<tr>
<td># Mediation/Litigation in last 5 years</td>
<td></td>
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<tr>
<td>References &amp; Recommendations</td>
<td></td>
</tr>
<tr>
<td>Number of References with phone #s</td>
<td></td>
</tr>
<tr>
<td>Number of Written Recommendations from past clients</td>
<td></td>
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<tr>
<td>Phone Interview results</td>
<td></td>
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<tr>
<td>Personnel</td>
<td></td>
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<tr>
<td>Number of in-house staff &gt; 5+ years of experience</td>
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<tr>
<td>Scope of Work</td>
<td></td>
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<tr>
<td>Approach to Design, Construction, Commissioning</td>
<td></td>
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<tr>
<td>Approach to Project and Construction Management</td>
<td></td>
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<tr>
<td>Approach to Material Procurement, Fabrication, Installation</td>
<td></td>
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<tr>
<td>Services - Philosophy</td>
<td></td>
</tr>
<tr>
<td>Quality Control - Process, etc.</td>
<td></td>
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<tr>
<td>Additional Data re. Company</td>
<td></td>
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<tr>
<td>Other</td>
<td>DVBE</td>
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<tr>
<td>Fee Proposals Rates-Sealed Envelope</td>
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<tr>
<td>Client References</td>
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<tr>
<td>Agreement Review</td>
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<tr>
<td>Review and comments attached</td>
<td></td>
</tr>
<tr>
<td>Certification signed w/ correct # of addenda noted</td>
<td></td>
</tr>
</tbody>
</table>
The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Contract and shall be revised each twelve (12) months; thereafter, based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
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<tr>
<td>Associate</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Special Services: CEO/Principal Consultant</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ XXX</td>
</tr>
</tbody>
</table>
Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

<table>
<thead>
<tr>
<th>Task</th>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
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</table>
| Task |         | XX.00          | 0.00  | 0.00   | 0.00   | 0.00             | 0.00            | XX.00
| Task |         | XX.00          | 0.00  | 0.00   | 0.00   | 0.00             | 0.00            | XX.00
| Task |         | XX.00          |       |        |        |                  |                 |                  |
| TOTAL CONTRACT AMOUNT |     | 0.00           | 0.00  | 0.00   | 0.00   | 0.00             | 0.00            | XX.00

Amendment 01

| REVISED CONTRACT AMOUNT |     | 0.00           | 0.00  | 0.00   | 0.00   | 0.00             | 0.00            | XX.00

Reimbursable Expenses

List reimbursable items

Total Reimbursable rate at 1.1 times TBD 1.1 TBD

TOTAL THIS INVOICE ______________________
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<td>WORKERS’ COMPENSATION CERTIFICATE</td>
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<td>PAYMENT BOND (CALIFORNIA PUBLIC WORK)</td>
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AGREEMENT: CENTRAL PLANT, PHASE II UPGRADE SERVICES, SADDLEBACK COLLEGE

This Agreement between is entered into on this 27th day of October, 2014 by and between the South Orange County Community College DISTRICT (“DISTRICT”) and XXXXXXXXXX at XXXXXXXXXX (“CONTRACTOR”).

ARTICLE 1  DEFINITIONS

1.1. Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

ARTICLE 2  THE WORK

2.1. **Scope of Work.** CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.

2.2. **Standard of Performance.** In addition to and without limiting CONTRACTOR’S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

   a. comply with the requirements of the Contract Documents;
   b. comply with Applicable Laws;
   c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;
   d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
   e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

ARTICLE 3  CONTRACT TIME

3.1. **Dates of Commencement.** The Contract Time for completion of the design portion of the Work shall be measured from the Date of Commencement of Design. The Contract Time for Completion of entire Work, including the design and non-design portions, shall be measured from the Date of Commencement of Construction.
3.2. **Notice to Proceed.** The design portion of the Work shall not commence prior to the date fixed in the Notice to Proceed with Design. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

3.3. **Contract Time.**
   a. Design. The CONTRACTOR shall complete the Final Construction Documents and receive DSA approval. A Notice to Proceed for the Design Phase will be issued upon full execution of this contract.
   b. Design and Construction. CONTRACTOR shall achieve Completion of the entire Work, including the design and non-design portions of the Work, not later than 75 Calendar Days after the Date of Commencement of Design/Construction.

3.4. **Liquidated Damages to District.**
   a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this Section 3.4.
   b. Daily Rate. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of Two Thousand Seven Hundred and Fifty Dollars ($2,750) per Day for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work.
   c. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
   d. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
   e. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
   f. Not a Limitation. DISTRICT’s rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT in the event of CONTRACTOR Default other than a failure to Complete the Work within the Contract Time; or (2) DISTRICT’s right to order an acceleration, at CONTRACTOR’S Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.5. **Liquidated Damages to Contractor.**
a. CONTRACTOR’S Right. DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Subconsultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this Section 3.5.

b. Daily Rate. The Contract Sum shall be increased by the sum of Two Thousand Seven Hundred and Fifty Dollars ($2,750) per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.

c. Payment by DISTRICT. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT’S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.

d. Exclusive Remedy. Liquidated damages payable pursuant to this Section 3.5 constitute the CONTRACTOR’S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Subconsultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.

e. Deleted Work. In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

ARTICLE 4 CONTRACT SUM

4.1. Lump Sum Contract.

a. Price. DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR’S complete performance of the Work in accordance with the Contract Documents. DISTRICT will pay CONTRACTOR a Lump Sum Price to be negotiated at the end of the design phase of the Contract, including an open-book buyout of subcontracts. The end of the design phase is deemed to occur when the design documents for the Project receive Division of State Architect (“DSA”) approval. In no event, however, shall the Lump Sum Price be greater than the Maximum Allowable Price (MAP) of One Million Three Hundred and Forty Thousand Dollars/00 ($1,340,000). The MAP is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for
Design and Pre-Construction Services, Construction Services, Fee, and Hard Costs as defined below.

1. **Maximum Allowable Price (MAP).** This is the advertised price that is the maximum amount contained in the DISTRICT's budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, through its control of the design, in collaboration with the DISTRICT, will not be exceeded when establishing the Lump Sum Price.

2. **Fixed Fees.** Fixed fees include Design and Preconstruction Services. Construction Services and Fee, as defined below.

3. **Open Book Buyout of Subcontracts.** This shall be accomplished collaboratively with the DISTRICT during the design process using Hard Costs as the design target amount. The final Hard Costs amount will be included in the Lump Sum Price.

b. **Design and Pre-Construction Services.** The total fixed sum payable for Design and Pre-Construction Services shall be XXXXXXXXXXX ($XXXXXX.XX) subject to adjustment by Change Order, according to terms of the Contract Documents. This amount shall be incorporated into the Lump Sum Price as stipulated in this Article 4.1. The amount payable to the CONTRACTOR in the event that the Agreement is terminated prior to commencement of construction shall be limited to a prorated amount of the Design and Preconstruction Services, based on the percentage of acceptable completion of the Construction Documents that has been accomplished by CONTRACTOR at the time of such termination.

c. **Construction Services.** The total sum payable for Construction Services shall not exceed XXXXXXXXXXX ($XXXXXX.XX). These sums are incorporated into the MAP as stipulated in Article 4.1.

d. **Fee.** The Fee payable to the CONTRACTOR shall not exceed (XXXXX %) of the MAP, not to exceed XXXXXXXXXXX ($XXXXXX.XX). These sums are incorporated into the MAP as stipulated in Article 4.1.

e. **Hard Costs.** The total sum payable for Hard Costs shall not exceed ($XXXXXX). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1 and included 2% CONTRACTOR contingency.

f. **All Inclusive Lump-Sum Price.** This shall be the sum total of Fixed Fees and final Hard Costs established at the end of the design phase of the Contract. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without
limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

**ARTICLE 5  INSURANCE**

5.1. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than $2,000,000

Subcontractors of every tier and Subject to the same limit for each person on account of one accident, in an amount not less than $2,000,000

Subcontractors of every tier $1,000,000

Property Damage Insurance in an amount not less than $2,000,000

Subcontractors of every tier $1,000,000

Course of Construction Insurance without exclusion or limitation in an amount not less than $2,000,000

Excess Liability Insurance (Contractor only) $2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

5.2. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are
covered by property insurance and only to the extent of such coverage (which shall exclude 
deductible amounts) actually carried by the District.

a. The provisions of this section are intended to restrict each party to recovery against 
insurance carriers only to the extent of such coverage and waive fully and for the 
benefit of each, any rights and/or claims which might give rise to a right of subrogation 
in any insurance carrier.

b. The District and the Contractor shall each obtain in all policies of insurance carried by 
either of them, a waiver by the insurance companies there under of all rights of 
recovery by way of subrogation for any damages or claims covered by the insurance.

5.3. Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of 
insurance required the District, their officers, employees, Construction Manager, and all other 
Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, 
the District, their officers, employees, Construction Manager, and all other Agents and 
Representatives as additional insureds. The Additional Insured Endorsement included on all 
such insurance policies shall state that coverage is afforded the additional insured with respect 
to claims arising out of operations performed by or on behalf of the insured. If the additional 
insureds have other insurance that is applicable to the loss, such other insurance shall be on an 
excess or contingent basis. The insurance provided by the Contractor must be designated in the 
policy as primary to any insurance obtained by the District. The amount of the insurer’s liability 
shall not be reduced by the existence of such other insurance.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

6.1. List of Contract Documents. The Contract Documents, include, without limitation, the following:


b. RFP Documents. The RFP Documents and Addenda, with the exception of Approved 
Deviations.

c. Design Build Proposal. The CONTRACTOR’S written responses to the RFP, including its 
Proposal. The Contract Documents shall not include any portion of the Proposal that 
deviates from the Project Program or Criteria.

d. Agreement. This executed Agreement between DISTRICT and CONTRACTOR.

e. Design Phase Terms and Conditions. The Design Phase Terms and Conditions to the 
Agreement.

f. General Conditions. The General Conditions to the Agreement.

g. Division One Requirement. The Division One Requirements to the Agreement.

h. General Requirements, Supplemental and Special Conditions. Any General 
Requirements and Supplemental and Special Conditions.

i. Final Construction Documents. The Final Construction Drawings and Technical 
Specifications to be hereafter prepared by the CONTRACTOR and its Subconsultants that
are accepted by the DISTRICT and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.

j. **Addenda.** All Addenda associated with the completed set of contract documents.

k. **Reference Documents.** All Reference Documents associated with the completed set of contract documents.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of ____________________, and that _______________ ________________, whose title is ________________, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

DISTRICT

South Orange County Community College District

________________________, a __________

By: ________________________________

Dr. Debra L. Fitzsimons,
Vice Chancellor, Business Services

CONTRACTOR

________________________

By: ________________________________

Title: ________________________________
Design Phase Terms and Conditions are supplemental to the General Conditions. CONTRACTOR is responsible to ensure that all services noted within in these Design Terms and Conditions are met and are incorporated into the Agreement by reference.

ARTICLE 1 DEFINITIONS

Capitalized terms used in these Terms and Conditions shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

ARTICLE 2 DESIGNER’S SERVICES AND RESPONSIBILITIES

2.1. The DESIGNER’S services shall consist of those services performed by the DESIGNER, DESIGNER’S employees and DESIGNER’S consultants as enumerated in Articles II and III of these Terms and Conditions.

2.2. The DESIGNER’S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The DESIGNER represents that he/she will follow the standards of his/her profession in performing all services under these Terms and Conditions.

ARTICLE 3 SCOPE OF DESIGNER’S SERVICES

3.1. **Accurate Plans.** The DESIGNER’S services include all services and cost estimating services necessary to produce a reasonably complete and accurate set of Plans and Specifications.

3.2. **Key Individuals.** The CONTRACTOR will select DESIGNER to perform the work herein because of the skills and expertise of key individuals. The CONTRACTOR shall designate key individuals from the DESIGNER’S firm for acceptance by the DISTRICT. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the Project.

3.3. **Name Others.** Additionally, the CONTRACTOR must furnish the name of all other key people related to the DESIGN that will be associated with the Project.

   a. Key Individuals will include a list of qualified engineers for the PROJECT. CONTRACTOR shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

   b. The CONTRACTOR is responsible for the management of consultants in order to meet the terms of all phases of these Terms and Conditions. Nothing in the foregoing shall
create any contractual relationship between DISTRICT and any consultants employed by CONTRACTOR under these Terms and Conditions.

c. If a designated key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONTRACTOR will have 10 working days to remove that person from the Project and replace that person with one acceptable to the DISTRICT. All lead or key personnel for the CONTRACTOR are subject to all conditions previously stated in this paragraph.

3.4. **Technical Specifications Provided.** The CONTRACTOR shall adhere to technical specifications provided, ascertain the DISTRICT’s needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements not defined within the technical specifications with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

3.5. **BIM.** The CONTRACTOR and their consultant shall employ Building Information Modeling (BIM) using Revit or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. Clash detection will be employed as one form of consultant coordination. The CONTRACTOR will be responsible to manage the BIM Model from the Project start to finish.

a. The CONTRACTOR shall establish protocols for:
   1. Model origin, grid and units
   2. Information sharing and saving
   3. Clash detection

b. The CONTRACTOR shall:
   1. Facilitate collection of sub-consultants model information
   2. Maintain record copies of all model files
   3. Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as indexed tif and pdf files.
   4. Perform and report on clash detection as deliverable to each phase
   5. Assist sub consultants with meeting all requirements

c. The CONTRACTOR shall be responsible to archive model as a complete bid set and provide same to DISTRICT in tif and pdf format.

d. The CONTRACTOR, subcontractors and their subconsultants shall use the following criteria for model development:
   1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements

3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.

4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.

5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.

3.6. LEED Guidelines. The project shall be designed in accordance with the requirements to meet LEED Gold certification. Actual certification may not be a requirement of the Project and the DISTRICT and CONTRACTOR will make this determination throughout the course of the Project. Paperwork for certification shall be complete by the CONTRACTOR. Commissioning and Energy Modeling are outside the parameters of these Terms and Conditions. CONTRACTOR will be responsible to coordinate services employed by the DISTRICT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.

3.7. Outline Codes. The CONTRACTOR shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

3.8. Compliance. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.

3.9. Estimate. The CONTRACTOR shall submit to the DISTRICT a written estimate of the construction cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost at the completion of the Schematic, Design Development, 50% Construction Document and 100% Construction Document phase.

3.10. Investigate Existing Conditions. The CONTRACTOR shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.

3.11. CGS. The CONTRACTOR shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.

3.12. Phased Approval. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the CONTRACTOR, subcontractor and subconsultants shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other
documents to describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate. Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the CONTRACTOR, subcontractor and subconsultants shall prepare, for approval by the DISTRICT, drawings and specifications setting forth in detail the requirements for the construction of the Project.

3.13. **Authority Having Jurisdiction.** The CONTRACTOR shall file documents required for the approval of governmental authorities having jurisdiction over the Project including funding submittals with the DISTRICT’S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

3.14. **Bid Documents.** The CONTRACTOR shall prepare all necessary bidding information and bidding forms required by the DISTRICT. Plans or specifications, which include a requirement that the CONTRACTOR provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the CONTRACTOR, shall be part of the bid documents prepared by the CONTRACTOR.

3.15. **Obtain Bids.** The CONTRACTOR, following the DISTRICT's approval of the Construction Documents and of the 100% Construction Document estimate of Construction Cost, shall obtain subcontractor bids for the PROJECT.

3.16. **Construction.** The CONTRACTOR’S responsibility to provide services for the construction of the Project commences with the Acceptance of the Lump Sum Price for Construction and terminates at the issuance to the DISTRICT of the final certificate for payment by the CONTRACTOR and the final close out acknowledgement by the Division of the State Architect.

3.17. **Site Visits.** The DESIGNER shall visit the site not less than once per week while Work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the Work; and to determine if the Work is proceeding in accordance with the Plans and Specifications. The DESIGNER shall have access to the work at all times.

3.18. **Submittal Review.** The DESIGNER shall participate in the review of shop drawings, product data, and samples for the purpose of checking for conformance with the Plans and Specifications.

3.19. **CCDs.** DSA construction change directives shall be submitted for approval on an on-going basis throughout the Project. CONTRACTOR shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data. All as-built information shall be transferred to the BIM model throughout the course of construction.

3.20. **Warranties.** The CONTRACTOR shall forward to the DISTRICT for the DISTRICT’s review all written warranties and related documents required by the Plans and Specifications and request a final certificate for payment upon compliance with the requirements of the Agreement.
3.21. **Substitutions.** The CONTRACTOR shall provide services in connection with evaluating substitutions proposed by subcontractors, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.

**ARTICLE 4 DISTRICT'S RESPONSIBILITIES**

4.1. **DISTRICT Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONTRACTOR. CONTRACTOR shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, CONTRACTOR shall accept directives only from DISTRICT's designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CONTRACTOR in writing if, at its sole option, it makes a change in the DISTRICT representative.

4.2. **Legal Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.

4.3. **Geotechnical Information.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by DESIGNER, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

4.4. **Nonconformance.** The DISTRICT shall give prompt written notice to the CONTRACTOR if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Agreement. However, the DISTRICT's failure or omission to do so shall not relieve the CONTRACTOR of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the Project.

4.5. **Reliable Information.** The CONTRACTOR may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with CONTRACTOR'S obligations under these Terms and Conditions.

**ARTICLE 5 COST OF CONSTRUCTION**

5.1. **General.** The construction cost shall be the total cost to the DISTRICT of all elements of the Project designed or specified by the CONTRACTOR.

5.2. **Fixed Cost.** A fixed limit of construction cost has been established and is a condition of the Agreement. The CONTRACTOR shall furnish a construction cost estimate and obtain DISTRICT agreement in writing before commencing with each document phase.
**EXHIBIT A  DESIGN PHASE RESPONSIBILITIES AND SERVICES**

**ARTICLE 1  BASIC SERVICES**

CONTRACTOR will provide all professional services necessary for completing the following:

1.1. **Jurisdiction.** Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor’s Office, Division of the State Architect, State Fire Marshal, Health Department, etc.

1.2. **Subconsultants.** Contract for or employ sub-consultants to the extent deemed necessary for completion of the Project including: architects, mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the CONTRACTOR under terms of these Terms and Conditions.

1.3. **Professional Care.** Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to Project.

1.4. **Review Data.** Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished pursuant to these Terms and Conditions. Advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. Recommend the manner in which it be provided and services obtained.

1.5. **Quality.** Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished. Correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

1.6. **Data and Phones.** Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. DESIGNER to coordinate with DISTRICT or their consultants to finalize phone system design.

1.7. **Local Approvals.** Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the Project.

1.8. **Grading and Drainage.** Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer.
1.9. **Existing Utilities.** Document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. DESIGNER to verify the capacity of all existing project utilities.

1.10. CONTRACTOR shall ensure

   a. cooperation between DESIGNERS with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the Project;
   b. a representative is assigned to chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants;
   c. the DISTRICT and/or its representative is invited to participate in these meetings; and
   d. maintain a separate log to document design/coordination comments generated in these meetings.

1.11. CONTRACTOR is not responsible for:

   a. Ground contamination or hazardous material analysis
   b. Any asbestos testing or development of specification for abatement
   c. Environmental impact report
   d. Historical significance report
   e. Soils investigation
   f. Geotechnical hazard report
   g. Topographic survey

**ARTICLE 2  PROJECT INITIATION**

Upon final execution of the Agreement with the DISTRICT:

2.1. **Work Plan.** Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

   a. Work plan shall include allowances for the periods of time required for DISTRICT's review and approval of submissions and for approvals by authorities having jurisdiction over the Project.
   b. Work plan, when approved by DISTRICT, shall not be exceeded except when DISTRICT and CONTRACTOR mutually agree, in writing, to a revised Project Schedule.
2.2. **Kick Off.** Participate in a general Project kick-off meeting to include the CONTRACTOR, subcontractors, sub-consultants, and DISTRICT staff.

   a. The project kick-off meeting will introduce key team members from the DISTRICT and the CONTRACTOR to each other defining roles and responsibilities relative to the Project.

   b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the Project.

   c. Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

   d. Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

### ARTICLE 3  PROGRAM AND SITE DEVELOPMENT

3.1. **Pre-Design Investigation.** Perform pre-design investigations to establish appropriate guidelines around and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.

   a. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, DESIGNER shall design the foundation of the Project in accordance with recommendations of the DISTRICT’S soil consultant as provided by the DISTRICT.

   b. Review the existing conditions. Analyze the proposed site’s existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.

   c. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

3.2. **Information Checklist.** Complete information check list identifying critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.

3.3. **Programming Meeting.** Conduct Program meeting with the DISTRICT selected project committee.

### ARTICLE 4  SCHEMATIC DESIGN

Prepare for the DISTRICT’S review a Schematic Design as follows:
4.1. **Architectural.**
   
a. Scaled floor plans and/or site plans, as appropriate, showing overall dimensions, identifying the various major areas and their relationship. Include circulation and a tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

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

c. Identify proposed roof system, deck, insulation system and drainage technique.

d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the Project.

e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.

f. Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

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

4.2. **Structural.**

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

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

4.3. **Mechanical.**

a. Provide “Basis of Design Narrative”

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

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

d. 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.

4.4. **Electrical.**
   a. Provide “Basis of Design Narrative”
   b. Calculate overall approximate electrical loads.
   c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
   d. 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:
         i. Load centers
         ii. Main panels
         iii. Switch gear
   e. Identify and define the scope of data/telephone system.

4.5. **Civil.**
   a. Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
   b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
   c. Coordinate finish floor elevations with architectural site plan.

4.6. **Landscaping.** Development and coordination of 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.

4.7. **Specifications.** Review technical specifications and their criteria and quality standards. CONTRACTOR is to use DISTRICT’S technical specifications in development of the Project unless alternatives are accepted via Change Order to the Project.

4.8. **Probable Costs.**
   a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, design allowance, sales tax and subcontractor’s mark-up.
   b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
c. The probable cost shall separate the Project’s building cost from site and utilities cost. CONTRACTOR to submit to the DISTRICT the cost estimating format for prior review and approval.

d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

4.9. **Meetings.** During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the CONTRACTOR to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the Project campus. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding.

4.10. **Deliverables.**

a. Schematic Design Package submittal

b. Probable Cost

c. A statement indicating changes made to the program design

4.11. **Presentation.** CONTRACTOR, subcontractor and sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

4.12. **Project Cessation Provision.** Upon completion of the schematic design study, the DISTRICT shall have the right to terminate the Agreement upon written notice of such termination to CONTRACTOR. The DISTRICT shall pay the CONTRACTOR only the fee associated with the services provided under the Schematic Design Phase.

**ARTICLE 5 DESIGN DEVELOPMENT**

5.1. **Authorization.** Upon written authorization by the DISTRICT to proceed with the Design Development Phase: Prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

5.2. **Architectural.**

a. Scaled, dimensioned floor plans with final room locations including all openings.

b. 1/8" scale building sections showing dimensional relationships and materials.

c. Site plan completely drawn with beginning notes and dimensions including grading and paving.

d. Preliminary development of details and large scale blow-ups.

e. Legend showing all symbols used on drawings.

f. Floor plans identifying all fixed and major movable equipment and furniture.
g. Further specification review of architectural, structural, mechanical, electrical, civil and landscape systems and equipment.

h. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
   1. Light fixtures
   2. Ceiling registers or diffusers

i. Access Panels

j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

k. Provide a binder with catalogue cut sheets and technical comparison of all equipment suggested in lieu of DISTRICT technical specifications. Obtain sign off from DISTRICT and College Director of Facilities as back up to Change Order.

5.3. **Structural.**
   a. Structural drawing with all major members located and sized.
   b. Establish final building and floor elevations.
   c. Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.

5.4. **Mechanical.**
   a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
   b. Schedule major mechanical equipment indicating size and capacity.
   c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
   d. Recommendations to acquire LEED® certification. Discuss “Go-No Go”.
   e. Legend showing all symbols used on drawings.
   f. More developed outline specifications indicating quality level and manufacturer.

5.5. **Electrical:**
   a. 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(s).
   b. All major electrical equipment should be scheduled indicating size and capacity.
c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
d. Recommendations to acquire LEED® certification. Discuss “Go-No Go”.
e. Legend showing all symbols used on drawings.

5.6. **Civil.**
   a. Further refine SD drawings of points of connection and runs for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
   b. Further refine SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

5.7. **Landscape.** Further refine SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

5.8. **Specification.** Collaborate with DISTRICT on supplementary conditions for subcontractors, if needed. Begin to define submittal requirements for review and approval by DISTRICT.

5.9. **Probable Cost.** Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor’s mark-ups shall be identified as a separate line item. Soft cost including estimated CM fee and general conditions shall be listed separately.

5.10. **Meetings.** During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the Project campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding.

5.11. **Deliverables.**
   a. Design Development Package Submittal
   b. Binder of Catalogue Cut Sheets and Technical Comparison
   c. Probable Cost
   d. DSA File, including correspondence, meeting notes, etc. to date

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**ARTICLE 6 50% CONSTRUCTION DOCUMENT**

6.1. **Authorization.** Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase: Prepare, from Design Development Phase Documents approved by the DISTRICT, Construction Documents consisting of the following:

6.2. **Architectural.**
a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
c. Architectural details and large blow-ups underway.
d. Well-developed finish, door, and hardware schedules.
e. Site utility plans underway.
f. Fixed equipment schedules, details and identification underway.
g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
i. Finalize any outstanding items for binder with catalogue cut sheets of all proposed alternative equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all items on transmittal sheet.

6.3. **Structural.**

a. Structural floor plans and sections with detailing well advanced.
b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
c. Completed cover sheet with general notes, symbols and legends.

6.4. **Mechanical.**

a. Mechanical calculations virtually completed with all piping and ductwork sized.
b. Large scale mechanical details underway.
c. Mechanical equipment schedule substantially developed.

6.5. **Electrical.**

a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
c. All electrical equipment schedules underway.
d. Special system components should be approximately located on plans.
e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
6.6. **Civil.** All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.

6.7. **Landscape.** All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.

6.8. **Probable cost.** Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.

6.9. **Specifications.** Virtually complete review of technical specifications. Complete submittal list with review and approval by DISTRICT.

**ARTICLE 7 CONSTRUCTION DOCUMENTS DSA SUBMITTAL**

7.1. **Authorization.** DESIGNER must respond to/incorporate constructability comments from 50% construction document phase. Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase: Prepare, from Design Development Phase Documents approved by the DISTRICT, Construction Documents consisting of the following:

7.2. **Architectural.**
   a. Completed site plan, floor plans, elevations and sections.
   b. Architectural details and large blow-ups completed.
   c. Finish, door and hardware schedules completed, including all details.
   d. Site utility plans completed.
   e. Fixed equipment details and identification completed.
   f. Reflected ceiling plans completed.

7.3. **Structural.**
   a. Structural floor plans and sections with detailing completed.
   b. Structural calculations completed.

7.4. **Mechanical.**
   a. Large scale mechanical details completed.
   b. Mechanical equipment schedules completed.
   c. Completed electrical schematic for HVAC equipment.
   d. Complete energy conservation calculations and report.

7.5. **Electrical.**
   a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

c. All electrical equipment schedules completed.

d. Special system components plans completed.

e. Electrical load calculations completed.

7.6. **Civil.** All site plans, site utilities, parking and roadway systems completed.

7.7. **Probable Cost.** Update and refine the 50% Construction Document Probable cost.

7.8. **Specifications:** Completed review. No additional revisions by CONTRACTOR or DISTRICT.

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**ARTICLE 8**  
CONSTRUCTION DOCUMENTS FINAL STAGE

8.1. **Regulatory Comment Incorporation.** The construction document final stage shall be for the purpose of the incorporating all Regulatory Agencies’ comments into the drawings, specifications, and probable cost. All corrections made by the CONTRACTOR during this stage shall be at no additional cost to the DISTRICT.

8.2. **Final Document Submittal.** The final contract documents delivered to the DISTRICT upon completion shall consist of the following:

a. **Drawings:** All drawings with Architect/sub-consultant’s State license stamp and DSA stamp.

b. **Specifications:** Technical specifications in CSI format.

c. Completely coordinated sub-consultant’s work.

8.3. **Meetings.** During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the Project campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding.

8.4. **Deliverables.**

a. Fifty percent (50%) submittal – (50%) working drawings, Accepted specification revisions, and probable costs. Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes.

b. One hundred percent (100%) submittal – (100%) working drawings, final specifications, engineering calculations and all other DSA submittal requirements and probable costs. DSA file including all correspondence, meeting, back check comments, checklists, etc. to date.

c. A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the Construction Cost.
ARTICLE 9  BIDDING PHASE

9.1.  See Contract Sum section of the Agreement.

ARTICLE 10  CLOSE OUT PHASE

10.1.  **Basic Services.** The CONTRACTOR’S responsibility to provide basic services for the Close Out phase under these Terms and Conditions commences with the Contractor’s request for a punch list walk and terminates at the close out the project with the Division of the State Architect.

10.2.  **Building Walk.** CONTRACTOR shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/ improvements. CONTRACTOR shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.
DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Public Contract Code section 4108 authorizes a General Contractor to request a faithful performance and payment bond from a subcontractor. The General Contractor's written or published request for subbids must specify the amount and requirements of the bond or bonds to be provided by the subcontractor. If the subcontractor fails to provide the requested faithful performance or payment bond, the general contractor may reject the subcontractor's subbid and make a substitution of another subcontractor. If the general contractor fails to specify the bond requirements in the subbid documents, the general contractor is precluded from imposing bond requirements thereafter.
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<th>Type of Trade, Labor or Service</th>
<th>Name &amp; License # of Subcontractor, License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)</th>
<th>Complete Address (Name of City is not sufficient) and Telephone No.</th>
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Bidder agrees that within twenty four hours of Lump Sump Price Approval and prior to Notice to Proceed, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor.

Dated: __________________________

Name of Bidder

By: ______________________________
(Signature of Bidder)

Print Name: __________________________

Address __________________________

________________________________

Telephone: __________________________

FAX: __________________________
NON COLLUSION DECLARATION

(Public Contract Code Section 7106)

The undersigned declares:

I am the ___________________ of ________________________, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________[date], at ____________[city], _____________[state].
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

__________________________________________
Name of the Contractor

By: _________________________________________
Signature

__________________________________________
Print Name

Continued on next page
(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)
PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as “DISTRICT”) has awarded to _____________________________ (hereinafter designated as the “CONTRACTOR” or “Principal”), an agreement for the work described as follows:

__________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _____________________________, the undersigned CONTRACTOR, as Principal; and _____________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of ____________________ Dollars ($_____________), said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to
recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any DISTRICT named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this___________ day of __________, 20___.

PRINCIPAL/CONTRACTOR:

________________________________________

By: ______________________________________

SURETY:

________________________________________

By: ______________________________________

Attorney-in-Fact
IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety) (Name and Address of agent or representative for service for service of process in California)

_________________________________________  __________________________________________

_________________________________________  __________________________________________

Telephone: ____________________________  Telephone: ____________________________

STATE OF CALIFORNIA  )
 ) ss.
COUNTY OF  

On this _______ day of _______, in the year _______, before me, __________________, a Notary Public in and for said State, personally appeared ________________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the __________________________ (Surety) and acknowledged to me that he subscribed the name of the __________________________ (Surety) thereto and his own name as Attorney-in-Fact.

_________________________________________  (SEAL)
Notary Public in and for said State

Commission expires: __________________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as “DISTRICT”) has awarded to ________________ (hereinafter designated as the “CONTRACTOR” or “Principal”), an agreement for the work described as follows:

__________________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____________ ____________________, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _______________________________, the undersigned CONTRACTOR, as Principal, and ________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District in the sum of ________________ Dollars ($_______________), said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the DISTRICT, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the DISTRICT that is based upon estimates. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.
As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of **One (1) year(s)** after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of **One (1) year(s)** from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by DISTRICT as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at DISTRICT's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by DISTRICT of the lowest responsible bidder, arrange for a contract between such bidder and the DISTRICT and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the “balance of the Contract price” (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously paid by the DISTRICT to the Principal, less any withholdings by the DISTRICT allowed under the Contract.

Surety expressly agrees that the DISTRICT may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by DISTRICT, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the DISTRICT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACTOR and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay DISTRICT’s reasonable attorneys’ fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys’ fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____________, 20__.

**PRINCIPAL/CONTRACTOR:**

________________________________________________________________________

By: __________________________________________

11 | Page
SURETY:


By: ________________________________

Attorney-in-Fact

The rate of premium on this bond is __________________________ per thousand.

The total amount of premium charged: $__________________________ (This must be filled in by a corporate surety).
IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)  (Name and Address of agent or representative for service for service of process in California)

_________________________________________________________  __________________________________________________________

_________________________________________________________  __________________________________________________________

Telephone: ________________________________  Telephone: ________________________________

STATE OF CALIFORNIA  )

COUNTY OF  ) ss.

On this ____________day of _________________, in the year __________, before me, ________________________________, a Notary Public in and for said State, personally appeared ________________________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the (Surety) and acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-in-Fact.

______________________________________________  (SEAL)

Notary Public in and for said State

Commission expires: ________________________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of ____________________________, 20_______, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" ____________________________________________, whose address is _______________ ____________________________________________, hereinafter called "Contractor;" and, ____________________________________________, whose address is _______________ ____________________________________________, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for ______________________________ in the amount of ____________________, dated ____________________ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The
escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:                       On behalf of Contractor:

Title

Name

Signature

Address

Title

Name

Signature

Address
On behalf of Escrow Agent:

_________________________________________________________
Title

_________________________________________________________
Name

_________________________________________________________
Signature

_________________________________________________________
Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT                                          CONTRACTOR

_________________________________________________________
Title

_________________________________________________________
Name

_________________________________________________________
Signature

Escrow Agent

_________________________________________________________
Title

_________________________________________________________
Name

_________________________________________________________
Signature
GUARANTEE

Guarantee for ______________. We hereby guarantee that the ______________, which we have installed in ______________, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 47(d))

______________________________
Name of Contractor

By: _________________________
Signature of Contractor

______________________________
Print Name

______________________________
Title

Contractor shall provide copy of this Guarantee to Contractor's surety.
Guarantee (continued)

Name of Subcontractor
(if work performed by subcontractor)

By: __________________________
Signature of Subcontractor

__________________________
Print Name

__________________________
Title

Representatives to be contacted for service:

Name: ________________________________

Address: ______________________________

______________________________

Telephone: ______________________________
**SHOP DRAWING TRANSMITTAL**

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: ___________________________   Submittal No.: ___________________________

From: ___________________________   To: ___________________________

Project Name: ___________________________

This is a(n):  
- Original ______
- Submittal ______
- 2nd Submittal ______
- [ ] Submittal ______

**Subject of Submittal:**
- **Equipment**
- **Specification**

**Designation:**
- **Section(s):**

Complete either (a) or (b)  

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).

(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on an attached sheet).

(continued on next page)
The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, or the engineers on this Project.

__________________________________________
Signature of Contractor or Supplier
This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:
   1) the dangers of drug abuse in the workplace;
   2) the person's or organization's policy of maintaining a drug-free workplace;
   3) the availability of drug counseling, rehabilitation and employee-assistance programs;
   4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Continued on next page
Drug-Free Workplace Certification continued

NAME OF CONTRACTOR

Signature

Print Name, Title

Date
CHANGE ORDER NO. ___________ (ADDITIVE)

PROJECT: __________________________________________________________________________

TO: ________________________________________________________________________________

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: ________________________________________________________________________________

________________________________________________________________________________________

COST (This cost shall not be exceeded.):

   Original contract price: $ __________________
   Change Order amount: $ __________________
   New contract price: $ __________________

TIME FOR COMPLETION:

   Original completion date: __________________
   Time for completion of
   Change Order: __________________
   New completion date: __________________

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)
This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: ______________________________
    Signature

______________________________
Print Name

______________________________
Title

______________________________
Date

DISTRICT

By: ______________________________
    Signature

______________________________
Print Name

______________________________
Title

______________________________
Date
CHANGE ORDER NO. __________________ (DEDUCTIVE)

PROJECT: ________________________________________________

TO: _____________________________________________________

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: ________________________________

_____________________________________________________________________

_____________________________________________________________________

COST (This cost shall be deleted.):

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Original contract price</td>
<td>$ ______</td>
</tr>
<tr>
<td>Change Order amount</td>
<td>$ ______</td>
</tr>
<tr>
<td>New contract price</td>
<td>$ ______</td>
</tr>
</tbody>
</table>

TIME FOR COMPLETION:

<table>
<thead>
<tr>
<th>Original completion date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Time for completion of Change Order</td>
<td></td>
</tr>
<tr>
<td>New completion date</td>
<td></td>
</tr>
</tbody>
</table>

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)
This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: ____________________________
   Signature

______________________________
Print Name, Title

______________________________
Date

DISTRICT

By: ____________________________
   Signature

______________________________
Print Name, Title

______________________________
Date
CONTRACTOR’S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Per Article 70 of the General Conditions.

Certification for __________________________. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the __________ which we have installed in the South Orange County Community College District under Project/Bid No. _________.

(a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

(b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

(c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.

(d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.

(e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

_________________________________________    ______________________________
Date                                      Name of Contractor

By: ________________________________
Signature

_________________________________________
Print Name, Title
CERTIFICATION – PARTICIPATION OF MINORITY BUSINESS ENTERPRISES, WOMEN BUSINESS ENTERPRISES AND DISABLED VETERAN BUSINESS ENTERPRISES

In accordance with Education Code section 71028 and Public Contract Code section 10115, South Orange County Community College District has a participation goal for Minority Business Enterprises of at least 15 percent (15%), Women Business Enterprises of at least 5 percent (5%) and Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount awarded each year by the District.

At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises or by providing the names of the Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goal and the actual goal at the completion of the contract or a failure to meet the anticipated goal or dollar amount, the District requires the Contractor provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goal or dollar amount.

I certify that I have read the above and will comply with the anticipated participation of Minority Business Enterprises, Women Business Enterprises and Disabled Veteran Business Enterprises in this contract.

__________________________________________
Signature

__________________________________________
Printed Name, Title

__________________________________________
Company

__________________________________________
Address City, State, Zip

__________________________________________
Telephone

__________________________________________
E-Mail
RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who prepared a proposal for the Project Name (hereinafter referred to as “Project”) and submitted it to the South Orange County Community College District (DISTRICT) on behalf of ____________________________ (CONTRACTOR).

Pursuant to Public Contract Code Section 12205, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled contract in materials, goods or supplies offered or products listed in Section 12207 used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200. The CONTRACTOR may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Section 12200 shall apply.

I declare under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials goods or supplies offered for, or products used in, the performance of the Contract for the Project:

__________________________% Post-consumer Material  _____________________________% Secondary Material

Executed on this ___________ day of ______________________, 2014 at ______________________.

CONTRACTOR

__________________________________________________

__________________________

Signature

__________________________________________________

Print Name, Title

Subscribed and sworn before me
This __________ day of ______________________, 2014

__________________________________________________

Notary Public in and for the State of California
My commission expires: ____________________________
OVERVIEW

The following General Conditions are for use by the Contractor in the design and construction of the Saddleback College Central Plant, Phase 2 Upgrade Services. **These will be made available at the Mandatory Job Walk**

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<td>District’s Own Forces and Separate Contractors</td>
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<td>Non-Discrimination</td>
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</table>
1. OVERVIEW

2. The following Division One specifications are provided to establish a minimum standard for use by the Contractor in the design and construction of the Saddleback College Central Plant, Phase 2 Upgrade Services. These will be made available at the Mandatory Job Walk

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EXHIBIT J- PROPOSAL FORM

TO: South Orange County Community College District

The undersigned declares the Saddleback College Central Plant Phase II Upgrade Services Project RFP has been read and understood and further agrees and proposes to furnish all necessary labor, materials and equipment to provide the requirements of the RFP, including plans and specifications complete, all in accordance with the terms and conditions and will take in full payment therefore the following total guaranteed maximum lump sum price according to the RFP, with all taxes included:

SUBMITTED BY: ____________________________________________

Name of proposing Contractor

Address: ____________________________________________________

Phone: ______________________________________________________

Licensed in accordance with the Governing Authority

GC License No. ___________________________ Expiration date: _________

Mechanical Engineer of Record Lic. No. ____________ Expiration date: __________

To Whom it May Concern:

The undersigned represents that he/she has carefully examined the site, the proposed Contract Documents consisting of RFP, Program and Criteria, Division 1 Requirements and Technical Criteria, including any and all Addenda prepared by the District or District representative pertinent to the design and construction of the above referenced Project and further, being familiar with all other conditions affecting the work, the undersigned hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work included in the RFP indicated above, in strict conformity with said conditions and Contract Documents.

The undersigned has reviewed the work outlined in the RFP and fully understands the scope of work required in this proposal, and acknowledges that his proposal includes the work of all trades within required scope of work in the Proposal, and agrees that this proposal, if accepted by the District, will be the basis for
a contract with the District to enter into such a contract in accordance with the intent of the Contract Documents.

The undersigned agrees to complete the work required within the time indicated, subject to liquidated damages as specified.

The undersigned has notified the District of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before proposal due date to verify the issuing of any clarifying Addenda.

OTHER CONDITIONS

1. Proposer declares that its firm was not assisted or represented by an individual who has, in an owner or owner’s agent capacity, been involved in this project or this proposed contract in the past two consecutive years.

2. The undersigned further acknowledges receipt of the following Addenda, which are a part of the Contract Documents: (Include All Addenda Received)

   NO. ___ DATE ________________   NO. ___ DATE ________________

   NO. ___ DATE ________________   NO. ___ DATE ________________

   NO. ___ DATE ________________   NO. ___ DATE ________________

3. The following alternates are described in the contract documents and are included in the price for the above stated project: (List any Alternates)

   Alternate No. ___:  None ________________________________ Price: $ ____________

~ The remainder of this page intentionally left blank ~
PRICE

Proposer shall complete this page following the instructions below.

Part 1 PROPOSAL PRICE: This section will be used for scoring the RFP Proposal. The following fixed amounts are based on the total Maximum Allowable Price (MAP) for the Project, inclusive of all hard and soft costs, of $1,340,000.000.

Design and Preconstruction Services  (___% of Hard Costs)  $ ________________

Includes, without limitation, all of the following: Engineering design work, and other Design-Builder’s preconstruction services

Construction Services  (___% of Hard Costs)  $ ________________

Includes all of the following: designer’s construction administration, oversight, and other site based categories: site office expenses, including staff, materials and supplies; superintendent(s); assistant superintendent(s); project engineer(s); project manager(s); site based scheduler(s); site based drafting or detailing; scaffolding; on-site and off-site field trailer and storage rental and expenses; temporary site fencing; temporary site utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment; site computer and data-processing personnel, equipment and software; federal, state or local business, income and franchise taxes; mobilization and demobilization; all of which must be included in Construction Services.

Fee  (___% of Hard Costs)  $ ________________

Includes Profit and all home office based categories including: home office expenses, including staff, materials and supplies; accounting; home office computer and data-processing personnel, equipment and software; legal; estimating; vehicles not dedicated solely to the performance of the Work; Bonds and Insurance

TOTAL PROPOSAL PRICE:  (___% of Hard Costs)  $ ________________
(Sum of Design and Preconstruction Services, Construction Services and Fee)

Part 2 HARD COSTS: (MAP minus Proposal Price and Contingency)  $ ________________

Includes all monies available for trades work (CSI Div 2-48). All of this amount will be available for the purpose of open book pricing, estimating and procurement of underground and above ground trade’s work for the Project including, without limitation, demolition and abatement, hoisting, rough and final clean up, storm water protection work. This is the target price upon which to design the Project and contains no funds for anything other than the elements of hard costs of construction.

NOTE: DESIGN BUILDER’S CONTINGENCY: (2.0% X Hard Costs)

This amount is included in the Hard Costs above.

TOTAL MAXIMUM ALLOWABLE PRICE:  $ _____________
(Sum of Part 1 and Part 2)
SPECIFIC EXCLUSIONS: List any parts of the District’s Program not included in the Proposal. If none, enter the word, “None” below.

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PROPOSAL AGREEMENT

It is understood and agreed that if written notice of the District’s acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the proposal, the undersigned will execute and deliver to the District a contract in accordance with the proposal as accepted, within five (5) working days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Contractor, if awarded the contract, on the date to be stated in a Notice to Proceed issued to the Contractor and shall be completed by the Contractor in the time specified in the contract documents.

Contractor agrees to submit within 48 hours of request, a work plan reflecting the Contractor’s plan of action to staff and mobilize the scope of work proposed.

The Contractor agrees to submit within 48 hours of request, a unit price breakdown of substantial quantities as requested by the District.

The undersigned acknowledges the fact that the District reserves the right to accept or reject any and all proposals, to waive any informality in receipt of this proposal, with or without cause or reason, and award the contracts on the basis stated in the instructions to proposers.

The undersigned agrees that the information and representations provided herein are made under penalty of perjury.

The Contractor acknowledges that time is of the essence on this project.

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NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if the Contractor is a partnership, the true name of the firm shall be set forth below together with the signature of the partner of partners authorized to sign contracts on behalf of the partnership; and if Contractor is an individual, his/her signature shall be placed below.

Name of Contractor: __________________________________________

Affix Corporate Seal Here

By: __________________________________ Title: ______________________

Signature

 ______________________

Type/Print Name

 ______________________

Title: ______________________

Signature

 ______________________

Type/Print Name

DATE: ______________________