REQUEST FOR PROPOSALS FOR
Criteria and Programming Architect for Design-Build Procurement

South Orange County Community College District (SOCCCD) is inviting Proposals from firms pre-qualified in the Architectural Services Pool and public advertisement to provide professional architectural services to SOCCCD for Criteria and Programming Architecture (C&PA) for Design-Build Procurement for the Advanced Technology & Applied Science (ATAS) Building at Saddleback College. Participation in this scope of work will prohibit participation in the selection process as a member of a proposing Design-Build Entity for this project. The following is a calendar of events for the selection process:

RFP for Criteria & Programming Architect

<table>
<thead>
<tr>
<th>Event</th>
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<tbody>
<tr>
<td>Issue RFP, First Ad</td>
<td>06/27/2017</td>
</tr>
<tr>
<td>Second Ad</td>
<td>07/05/2017</td>
</tr>
<tr>
<td>Non-mandatory Pre-proposal Meeting at the</td>
<td>07/07/2017 @ 9 A.M.</td>
</tr>
<tr>
<td>District Services Office</td>
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<tr>
<td>Last Day for Questions</td>
<td>07/21/2017</td>
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<tr>
<td>Proposals due <strong>2:00 PM</strong></td>
<td>07/28/2017</td>
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<tr>
<td>Evaluation Team Assessment meeting</td>
<td>08/15/2017</td>
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<tr>
<td>Announcement of Firms to be interviewed</td>
<td>08/17/2017</td>
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<tr>
<td>A/E Interviews</td>
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<tr>
<td>Announcement of Recommended Firm</td>
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<tr>
<td>Architect Contract Negotiations</td>
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<tr>
<td>Board Recommendations</td>
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<tr>
<td>Board Approval</td>
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Schedule for ATAS New Building

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Kick-off Meeting ATAS Building</td>
<td>10/06/2017</td>
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<tr>
<td>Begin preparation of RFP Documents</td>
<td>10/09/2017</td>
</tr>
<tr>
<td>Issue RFP for Design-Build Entity Proposals</td>
<td>12/08/2017</td>
</tr>
<tr>
<td>Pre-qualification package due</td>
<td>01/08/2018</td>
</tr>
<tr>
<td>Interview Short-Listed Proposers</td>
<td>03/30/2018</td>
</tr>
<tr>
<td>Design-Build Entity Selection and Board Approval</td>
<td>4/23/2018</td>
</tr>
</tbody>
</table>
NOTICE CALLING FOR BIDS

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: BID NO. 354D: RFP for Criteria and Programming Architect for Design-Build Procurement - ATAS Building at Saddleback College

Bid Deadline: 02:00 P.M., July 28, 2017

Mailing Address & Place of Bid Receipt:
South Orange County Community College District
Health Sciences Building, 3rd Floor, Reception Desk
Facilities Planning Department
28000 Marguerite Parkway
Mission Viejo, CA 92692

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, 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 submittals by qualified architectural firms for consideration for Criteria and Programming Architect for Design-Build Procurement for the new Advanced Technology & Applied Science (ATAS) Building at Saddleback College.

A complete Request for Proposals may be viewed at the Office of the Executive Director of Facilities Planning Department at the above address, telephone (949) 582-4678 or previewed on-line at www.socccd.edu.

In accordance with California Division of the State Architect requirements, the DISTRICT requires that the architectural firm possess the appropriate license and certification at the time a proposal is submitted.

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

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for bid opening.

Brandye D’Lena
Executive Director,
Facilities Planning

PUBLISH: THE REGISTER

June 27, 2017 &
July 05, 2017
If you would like to submit a response to this Request for Proposals, please send nine (9) paper copies and one electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning
Health Sciences Building, 3rd Floor
28000 Marguerite Parkway
Mission Viejo, CA 92692

A non-mandatory pre-proposal conference for interested Architectural Firms is scheduled for July 07, 2017 from 9:00 a.m. to 10:00 a.m. in the District Services Office in the Health/Sciences Building, 3rd floor at 28000 Marguerite Parkway, Mission Viejo, CA 92692. Attendance at this conference is strongly recommended. Please send one representative only as space may be limited. Refer to Attachment – A for Saddleback College Map. A parking permit is required and may be purchased from the permit dispensers on college.

Questions regarding this RFP may be directed to Nawar Al Juburi, Project Manager with Facilities Planning, at naljuburi@socccd.edu, (949) 348-6129

All proposals must be received by 2:00 PM, Tuesday July 28, 2017 to be accepted for consideration

Nawar Al Juburi, Project Manager
Facilities Planning
South Orange County Community College District
Introduction

South Orange County Community College District (SOCCCD) requests proposals for experienced professional architectural services from the SOCCCD Architectural Services Pool and public advertisement for the Advanced Technology & Applied Science (ATAS) Building at Saddleback College. Site location is as shown on the attached Campus Map, Attachment A.

The District reserves the right to negotiate the scope and cost of any proposal submitted and to pursue a separate RFP for architectural services at any time. All submittals shall be in the form and formatted as specified in this RFP section titled “Instructions for Submitting Proposals”.

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.

The selection process will include follow up interview(s) per attached schedule.

Coordination with other district consultants is likely to be required.

Scope of Work

SOCCCD is seeking qualified providers of architectural services for Advanced Technology & Applied Science (ATAS) Building at Saddleback College. This will be a new building constructed at the location of the existing Tennis Courts. The project is anticipated to be a 45,000 G.S.F. LEED Gold equivalent building serving Architecture, Drafting, Electronics, Environmental Studies, Graphics Design, Horticulture, Labs, Conference Rooms, Administration and Faculty Offices.

In addition to the scope outline above, the scope of the project will include relocation of the existing Tennis Courts to a new location on Campus, connection to Campus Central Plant, site & building utilities, paths of travel, landscaping, parking, and any other code requirements for a stand-alone building on the campus grounds.

This project will be located to the northeast of the New Sciences Building and adjacent to the baseball field. This programming effort includes an evaluation of the impact of the proposed new facilities on the college’s capacity-to-load ratios and an estimate of probable cost of the resulting program. The site location is as shown on the attached Campus Map, Attachment A.

The preliminary Project Schedule can be found on Attachment B.
The Criteria Architect will be responsible for the following:

1. Facilitate meetings with Campus and District faculty and staff to define the final project scope within the parameters set forth in project schedule, cap-load-ratio impact, and the construction costs and project budget
   a. Review draft programming to obtain understanding of objectives and to ensure alignment with construction budget
   b. Develop detailed space analysis and aesthetic minimums utilizing Building information Modeling (BIM).
   c. Determine building type, i.e. wood frame, steel frame, etc.
   d. Review and update the existing technical specifications, Campus Standards, with Maintenance and Operations Staff, College IT, and Campus Police to align with current needs.
   e. Review and update Design Build Entity Request for Proposal documents, General Conditions & Division 1, with District Staff to align with the current needs.

2. Provide a statement of probable construction cost that demonstrates that this project will fall within the project construction budget based on the construction schedule provided by the DISTRICT.

3. In conjunction with the District consultants provide an understanding of the environmental work scope involved and define inter-agency coordination expectations.

4. In conjunction with the District consultants, provide an understanding of all utility connections required and define inter-agency coordination expectations.

5. Define existing conditions for all associated utility runs and points of connection required, determine if existing capacity is sufficient including Campus Central Plant, and provide anticipated point of connections.

6. Assist with development of criteria for Design-Build Entity pre-qualification questionnaire, evaluation factors, scoring and ranking methodology.

7. Develop Design-Build RFP Criteria documents and assist with bid, evaluation and selection process. This includes the development of the Criteria documents for the new Tennis Courts, and the abatement and demolition scope for the existing TAS Building.

8. Participate in the Design Phase with the District and the Design-Build Entity to ensure that all RFP requirements are incorporated into the project design, ensuring that program and technical specifications are being adhered to.

9. Participate in the Construction Phase with the District and the Design-Build Entity to ensure there are no deviations from the program and technical requirements established in the DSA approved construction documents.

It is expected that the Criteria Architect, working in conjunction with the District, will manage this project from the pre-design phase through submission to the Division of the State Architect (DSA) by the successful Design-Build Team, and provides oversight of the project during construction and close-out phase, including final DSA Certification.
RFP for Criteria & Programming Architect  
South Orange County Community College District  
Advanced Technology & Applied Science (ATAS) Building at Saddleback College  
6/27/2017  

The exact scope of services required by the District will be set forth in the Agreement between the District and the Criteria Architect. A copy of the District’s Standard Agreement is included as Attachment C. The Architect is expected to identify in their proposal Agreement clauses for which they would like to request modification.  

**Project ‘Design – To’ Budget**  
The ‘Design To’ Construction Hard Cost for the project is $30,000,000  

**Project Construction Schedule**  
The project schedule will be developed in phases:  
Phase 1 – Project submittals and material order / delivery  
Phase 2 – Design and Construction of the New Tennis Courts  
Phase 3 – Anticipated Construction for the New Building Start Summer/Fall 2019  
Phase 4 – Project punchlist and closeout  
See attached schedule for project (attachment B)  

**Instructions for Submitting Proposals**  
Proposal should minimally include the following information in the listed order below:  

1. **Cover Letter** - A dated **Introductory Letter** must be submitted including the legal name of the respondent, address (both postal and email), telephone, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm. (maximum 1 page)  

2. **Table of Contents** - A Table of Contents of the material contained in the proposal must follow the Cover Letter. (maximum 1 page)  

3. **Design Team Background**  
   a. **Architectural Team** – Provide an outline of the proposed project team, including, but not limited to the following:  
      i. Principal in Charge  
      ii. Director of Educational Design  
      iii. Project Manager  
      iv. Project Architect  
      v. Functional programming and space programming  
   b. **Resumes of Architectural Team Members** - Indicate who would serve as the primary contact for SOCCCD. Identify the level of principal participation. If the firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. (No more than one
page/person). At a minimum, include the following items for each team member:

i. Name
ii. Office
iii. Years of Service with Firm
iv. Education
v. Professional Experience
vi. Pertinent Experience with respect to this project

c. **Consultants** – Prepare and submit information pertaining to your Team’s Qualifications, which must identify the experience of Team as well as design experience on comparable projects.

For each consultant, include resumes of individuals who would be assigned to this project. **Specifically define the role of each person and outline his or her individual experience.**

i. Structural Engineer
ii. Civil Engineer
iii. Mechanical Engineer
iv. Electrical Engineer
v. Plumbing Engineer
vi. Landscape Architect including Tree Arborist
vii. Athletic Facilities Design Consultant (Tennis Courts)
viii. Furniture, Fixtures & Equipment (FF&E)
ix. Cost Consultant
x. Scheduling Consultant
xi. Any other consultant proposed to be utilized

Respondents are advised that the Key Personnel named in the proposal shall remain in their designated roles throughout the RFP period and for the duration of the project.

4. **Representative Projects** – List a minimum of five (5) projects completed by your firm that best represents a similar scope, budget, program and complexity. Emphasis on Community College projects using the Design-Build delivery method is recommended. For each project, please include:

a. Completion Date
b. Name and Location
c. Budget
d. Scope of Services (Criteria Architect, Design Architect, Design-Build Architect)
e. List of Consultants Utilized on the Project
5. **Approach and Methodology** –

   a. **Approach** – Through a discussion of the unique aspects, procedures, benefits, skills and techniques that your Team (inclusive of all consultants) will bring to this project, demonstrate your understanding of the processes that will be applied to the successful delivery of this project. Explain your proposed approach and methodology to satisfy project requirements as they relate to the following: Describe design-build criteria preparation and/or design-build architecture experience, utilization of BIM, value engineering, forecasting of construction costs, and change order data. (Maximum 2 pages)

   b. **Communication and Issue Resolution Strategies** – Describe your Team’s proposed reporting structure and proposed communications strategies, both within the Team and with the DISTRICT. Describe reports and other deliverables that will be used to manage the work. Describe your approach to conflict resolution and processes that will be used to resolve issues during project delivery. (Maximum 2 pages)

   c. **Quality Assurance / Quality Control** – Respondents must demonstrate their commitment to achieving quality as it applies to both the design and the construction of the project, yet understanding all budgetary restrictions. Describe your quality control procedures and the methods proposed for quality assurance. Also, address how your firm ensures that RFP requirements are incorporated into the Design-Build Entity’s plans while considering budget and schedule impacts and said requirements are then met during the construction phase. (Maximum 2 pages)

   d. **Proposed Schedule and Cost Control Procedures** – Respondents are to discuss their scheduling strategy and any innovative, proactive measures that your team will adopt to address the project timelines. Highlight any areas to which you will pay particular attention given understanding of the project scope. Outline the roles and responsibilities of team members in the schedule control process. (Maximum 2 pages)

6. **Project Work Plan** – Prepare and submit a Project Work Plan. The Project Work Plan should emphasize your understanding of the Project requirements by
documenting your approach/methodology as it applies to the Project’s scope of work, schedule, and budget. In addition, identify and constraints and issues you see affecting the Project and/or unique architectural/engineering aspects associated with the proposed project and how to address them.

7. **Additional Data** – Provide additional information about the firm as it may relate to this RFP.
   
   a. **Experience with BIM** – Please provide a list of projects on which you have utilized BIM along with the Level of Development that was achieved.
   
   b. **LEED Projects** – Provide a list of projects and LEED level achieved. Note whether LEED certified or LEED equivalent.
   
   c. **References** – Provide a minimum of 5 reference letters and/or testimonials from previous owners for whom you have provided similar services.
   
   d. **Unique Qualifications** – Please state why your firm should be selected for this project.
   
   e. **Optional added information** – provide any additional information regarding your firm and/or team that was not specifically requested by this RFP that demonstrates your abilities to perform and excel on this project.

8. **Interviews** – Pursuant to evaluation of the Technical Proposals, and at the sole discretion of the District, some or all of the respondents may be invited to attend to participate in an interview. Interviews will be assessed with respect to focus, clarity, organization, team chemistry and overall impact.

9. **Professional Fees** – In a sealed envelope provide one original of the following:
   
   a. **Project Fee Proposal** - Provide an overall project fee proposal broken down as follows:
      
      i. Phase 1 - Design-Build Criteria Architect: including, but not limited to: Programming/Pre-Criteria Design, Criteria Design, Code Analysis, Site Analysis, etc.
      
      ii. Phase 2 - Design-Build Selection & Oversight: including, but not limited to: RFQ/RFP Process for Design Build Team Selection
      
      iii. Phase 3 - Review of DB Team Documentation thru DSA Approval
      
      iv. Phase 4 - Construction Observation and DSA Closeout
      
      v. Proposed Reimbursable Fee
      
      vi. Total Project Fee
   
   b. **Schedule of Hourly Rates** - Provide a separate schedule defining hourly rates for the various levels of professionals (i.e. Principal, Director, Senior Project Manager, etc.) including rates for proposed consultants. As per the
attached sample agreement, hourly rates are to include overhead, administrative cost and profit and include a 10% administration fee/mark-up fee.

**Please do not include this section (Section 9 – Professional Fees) as part of the electronic copy of your RFP.**

10. **Certification** - Complete, sign, and date the **CERTIFICATION - REQUEST FOR PROPOSAL** enclosed with this RFP.

RFP’s should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. **Any proposal received after the specified due date and time will not be considered or reviewed. The emphasis of your proposal should be on completeness and clarity of content.**

**Basis of Award**

The award of the contract will be based on criteria and guidelines established by the District as outlined above. The award will be made after a careful evaluation by the selection committee and will be based on demonstrated competence based on the RFP and interview (if required), as well as what is in the best interest of the District as determined by the committee for a fair and reasonable price.

The successful firm must demonstrate:

- Successful experience within projects similar in scope
- Experience on projects using the Design-Build Delivery Method.
- Experience as a Criteria Architect.
- Extensive experience and knowledge in dealing with The Department of State Architect (DSA)
- Proposed technical approach as demonstrated by your work plan
- Schedule proficiency and must have met established project design milestones dates

All materials submitted in response to this Request for Proposals shall become the property of South Orange County Community College District and unless specifically stated elsewhere in the RFP, shall be considered a part of Public Record. General information about SOCCCD may be found at [http://www.socccd.edu](http://www.socccd.edu).

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 Office of Facilities Planning

SOCCCD reserves the right to reject any or all responses to this Request for Proposal. Any and all costs incurred in preparing and submitting a response to this RFP is the sole
responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
CERTIFICATION
REQUEST FOR PROPOSALS

I certify that I have read the attached Request for Proposals - Criteria & Programming Architect, and the instructions for submitting an RFP. I further certify that I must submit nine (9) hard copies and one electronic copy of the firm’s Proposal in response to this request and that I am authorized to commit the firm to the proposal submitted.

__________________________  ______________________________
Signature                  Typed or Printed Name

__________________________  ______________________________
Title                      Company

__________________________  ______________________________
Address                    Address

__________________________  ______________________________
Telephone                  Fax

__________________________
Date

If you are bidding as a corporation, please provide your corporate seal here:
RFP for Criteria & Programming Architect
South Orange County Community College District
Advanced Technology & Applied Science (ATAS) Building at Saddleback College
6/27/2017

Attachments

- Attachment A – Saddleback Campus Map
- Attachment B - Project Schedule
- Attachment C – Sample Agreement, which will be updated to reflect the final scope of services and professional fees.
THIS AGREEMENT is made and entered into this Insert Date day of Insert Month in the year Insert Year between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Insert Name, Address, Phone, hereinafter referred to as "ARCHITECT". DISTRICT and ARCHITECT are also referred to collectively as the “Parties” and individually as “Party.”

RECITALS

WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for profession services in the field of architecture;

WHEREAS, DISTRICT desires to obtain architectural professional services for Criteria Architectural Services for Design-Build procurement, assistance with Request for Proposals development, Project design oversight and construction observation as more fully defined per Article 2 and Attachment A, for the Insert College and Project Name, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 ARCHITECT’S SERVICES AND RESPONSIBILITIES

1.1. **Services.** The ARCHITECT’S services shall consist of those services performed by the ARCHITECT, ARCHITECT’S employees and ARCHITECT’S sub-consultants as enumerated in this AGREEMENT.

1.2. **Standard of Care.** The ARCHITECT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT’S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of the PROJECT. ARCHITECT shall without additional
compensation, correct or revise any errors or omissions in its studies, reports, and other services.

1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for Insert Quantity and Titles, i.e. one project manager, one field engineer, etc. The ARCHITECT shall designate Name, as Project Executive, and a management team of Name as Project Manager and Name as Senior Project Engineer. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT’S firm that will be associated with the PROJECT.

1.4. **Replacement of Key Individual.** If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A PROJECT manager and all lead or key personnel for any sub consultant must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.

1.5. **Relationship of Architect to Other Project Participants.** ARCHITECT’S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Design Build Entity; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with quality control, bidding and/or construction of the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

1.6. **Project Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT’S approval a schedule for the performance of the ARCHITECT’S services. The schedule may be adjusted as the PROJECT proceeds by mutual written AGREEMENT of the Parties and shall include allowances for time required for the DISTRICT’S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

1.7. **Exclusion for Design-Build Participation.** The ARCHITECT acknowledges that pursuant to California Education Code section 81703(c)(2)(A), the scope of work and services rendered under this AGREEMENTS with render ARCHITECT ineligible and will prohibit participation as a member of a proposing Design-Build Entity or any work on the PROJECT(s) as a subcontractor or sub consultant.

**ARTICLE 2 SCOPE OF ARCHITECT’S SERVICES**

2.1. **Services.** The ARCHITECT’S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, plumbing, furniture, CAD & BIM operator, landscape engineering services, tree arborist, athletic facilities design consultant, scheduling and cost estimating services.
2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college’s designees, construction performed by separate contractors or by the DISTRICT’S own employees.

2.3. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.

2.4. **Existing Conditions.** The ARCHITECT shall investigate existing conditions or facilities and make recommendations to include additional documents if deemed appropriate in order to acquire a comprehensive proposal from the Design-Build Entity.

2.5. **Non Responsibility.** ARCHITECT and ARCHITECT’S consultants shall have no responsibility for:

   a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
   
   b. Ground contamination
   
   c. Environmental Impact Report/CEQA declarations
   
   d. Historical significance report
   
   e. Soils Investigation/Geotechnical Hazard Report
   
   f. Topographical survey

2.6. **Criteria Phases.**

   a. **Programming Development Services.** Programming Development services will produce a reasonable complete and accurate set of programming documents sufficient to allow the DISTRICT to evaluate the PROJECT and to make associated funding decisions.

   b. **Design-Build RFQ & P Documents.** Based on the approved criteria and programming developed by ARCHITECT, and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, a Design-Build Entity Request for Qualifications and Proposal. Documents consisting of narratives, limited drawings and other documents will describe the size and requirements of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

      1. **Review and Update Existing Technical Specifications.** Meet with college facilities for no less than two eight hour sessions to review existing technical specifications. Ensure that appropriated sub consultants are present during the various discipline reviews.

2.7. **Coordination for Government Authorities.** The ARCHITECT shall participate in all reviews 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.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall participate in a final design review conference to be attended by the DISTRICT, the Design Build Entity and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to review the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall participate in an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT’S personnel from the PROJECT.

2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT’S needs and the requirements of the PROJECT using previous RFQ & P Design Build Entity documents as a basis and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary Criteria and Programming documents for Design-Build Entity procurement for the PROJECT.

2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
2.13. **Construction Cost.** The ARCHITECT shall submit to the DISTRICT a written probable statement of cost for the construction of the PROJECT and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The cost evaluation by the ARCHITECT represents the ARCHITECT’S best judgment as a professional familiar with the construction industry.

2.14. **BIM.** The ARCHITECT shall participate in the development of Building Information Modeling (BIM) using Revit standards. Using the DISTRICT’S existing documents as a baseline:

   a. The ARCHITECT shall review/ establish standards for:
      1. Model origin, grid and units
      2. Information sharing and saving
      3. Clash detection
   
   b. The ARCHITECT shall review/ develop standards for model development including but not limited to:
      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.
   
   c. Uses of the model will be fully developed during development of BIM standards.

2.15. **Sustainability.** The PROJECT shall be programmed in accordance with the district sustainability requirements. If DISTRICT pursues certification, paperwork shall be complete by the Design-Build Entity. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT.

2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to the 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 included in the Design-Build RFP.

2.17. **Coordination for Geological Report.** Not Used.

2.18. **Bid Prep.** The ARCHITECT shall assist with the preparation of all necessary information and forms required by the DISTRICT to arrive at a complete RFQ & RFP for Design Build Entity services. The ARCHITECT shall assist the DISTRICT in finalizing the technical specifications,
which include a requirement that the Design Build Entity provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems.

2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the RFQ & RFP Documents shall assist the DISTRICT in obtaining proposals for the PROJECT.

2.20. **Proposal Submittal Participation.** The ARCHITECT shall assist the DISTRICT during the proposal review, interview evaluations, and recommendations to the Board of Trustees including Board presentation, as requested.

2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with confirmation that the defined program space meets desire seat count in relationship to accessibility, furniture, furnishings and related equipment.

2.22. **Design-Build Entity Oversight.** The ARCHITECT, following the DISTRICT’S approval of the Criteria Documents and Request for Proposal documents, shall:

   a. Assist the DISTRICT in oversight of the Design-Build entity for the PROJECT during design and plan approval by the authorities having jurisdiction.

   b. Provide oversight of the Design-Build entity during the phases of construction and closeout.

2.23. **Punch and Close Out.** The ARCHITECT’S responsibility to provide basic services for the Close Out phase under this AGREEMENT 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. The ARCHITECT shall work with the DISTRICT and their consultants to assist with the close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.

2.24. **Submittals.** The ARCHITECT shall review and recommend appropriate action upon Design Build Entity’s submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the RFQ & P documents. The ARCHITECT’S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT’S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract.

2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Design Build Entity and recommend acceptance by the DISTRICT for any changes to the original documents.

2.26. **Collaborative Representative.** The ARCHITECT, shall collaborate with the DISTRICT’S consultants and shall advise and consult with the DISTRICT until final payment to the Contractor is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
2.27. **Site Visits.** The ARCHITECT shall visit the site not less than bi-weekly while work is in progress, and as often as necessary and appropriate to the stage of construction, to visit the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT’S benefit and protection if the work is proceeding in accordance with the construction contract and schedule.

2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.

2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Design Build Entity. The ARCHITECT’S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT’S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the contract and that the Design Build Entity is entitled to payment in the amount certified.

2.30. **Reject Work.** The ARCHITECT shall recommend DISTRICT reject work which does not conform to the construction contract.

2.31. **Change Orders.** The ARCHITECT shall review change orders with supporting documentation and data and recommend DISTRICT’S approval and execution in accordance with the contract documents.

2.32. **Claim Evaluation.** The ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Design Build Entity relating to the execution or progress of the work as provided in the contract documents.

2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion and recommend DISTRICT issue a final certificate for payment upon compliance with the requirements of the contract documents.

2.34. **Record Drawings.** ARCHITECT shall review CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Design Build Entity to the ARCHITECT.

2.35. **Punch List.** The ARCHITECT’S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Design Build Entity’s request for a punch list walk and terminates at the Final Completion of the PROJECT.

**ARTICLE 3 ADDITIONAL ARCHITECT’S SERVICES**

3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B for Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for services in a format pre-approved by the DISTRICT.
3.2. **Notification and Authorization.** ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT’S control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of the programming including, but not limited to, size, quality, complexity, or the DISTRICT’S schedule.
- **Contractor Default.** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Design-Build Entity’s contract.
- **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a Party thereto.

**ARTICLE 4 TERMS OF SERVICE**

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this AGREEMENT, including without limitation ARCHITECT’S performance of the service required hereunder and DISTRICT’S payment of all sums due to ARCHITECT.

4.2. **Term.** The construction time frame is anticipated for Insert number months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of Insert Completion date. The ARCHITECT’S contract terminates at completion of the warranty walk.

4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.

4.4. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension.

**ARTICLE 5 INDEMNITY AND INSURANCE**

5.1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:

- **Workers Compensation and Employer’s Liability.** Any and all claims under workers’ compensation acts and other employee benefit acts with respect to ARCHITECT’S
employees or ARCHITECT’S subcontractor’s employees arising out of ARCHITECT’S work under this AGREEMENT; and

b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.

c. The ARCHITECT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and

d. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT’S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys’ fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

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

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

b. **Comprehensive general and auto liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT’S services under this AGREEMENT and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT’S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by ARCHITECT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT’S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than $1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of $1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or
assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

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

5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.

5.4. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

<table>
<thead>
<tr>
<th>Insurance Policy</th>
<th>Minimum coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>In accordance with applicable law</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>One Million dollars ($1,000,000)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>One Million ($1,000,000) per project specific in the aggregate</td>
</tr>
<tr>
<td>General and Auto Liability</td>
<td></td>
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</tbody>
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**ARTICLE 6 COMPENSATION TO THE ARCHITECT**

6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT’S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:
a. Programming Phase  
on percentage of total, i.e. 25% of fee  
Insert number based on percentage of total, i.e. 25% of fee

b. Criteria RFQ&P Documents Phase  
on percentage of total, i.e. 45% of fee  
Insert number based on percentage of total, i.e. 45% of fee

c. Proposal Submittal Participation  
based on percentage of total, i.e. 5% of fee  
Insert number based on percentage of total, i.e. 5% of fee

d. Construction Phase  
on percentage of total, i.e. 20% of fee  
Insert number based on percentage of total, i.e. 20% of fee

e. Close Out Phase  
on percentage of total, i.e. 5% of fee  
Insert number based on percentage of total, i.e. 5% of fee

f. Reimbursable Cost  
on project need  
Insert number based on project need

**TOTAL**  
Insert total fee

### 6.2. **Price Inclusions**

The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

### 6.3. **Architect Monthly Billing Statements**

ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close-out Phase assuming anticipated construction duration.

### 6.4. **Payment in Full**

This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.

### 6.5. **Reimbursable Expenses**

incurred by the ARCHITECT and ARCHITECT’S employees and consultants in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’S review. The DISTRICT shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT’S employees and ARCHITECTS in the interest of the PROJECT.

b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT’S normal travel expense (including to and from the PROJECT) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT’S prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT’S Services will be reimbursed.

6.6. Non Waiver of Rights. Neither the DISTRICT’S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT’S failure to perform any of the services furnished under this AGREEMENT.

6.7. District Payment of Contract Price. Within thirty (30) days of the date of the DISTRICT’S receipt of ARCHITECT’S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Design-Build Entity.

6.8. Withholding Payment. The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after ARCHITECT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

6.9. Monthly Payments. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.

6.10. Late payments. Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT’S invoice. Amounts unpaid thirty
(30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

6.11. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT’S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: **at standard hourly rates** (See Attachment B) or as a fixed fee.

### ARTICLE 7 ARCHITECT’S WORK PRODUCT

#### 7.1. District Ownership of Documents. The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another PROJECT constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

#### 7.2. Electronic Copy of Documents. The ARCHITECT shall perform the work under this AGREEMENT using BIM software and shall deliver electronic copy via a flash drive in both the software format and PDF format upon completion. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

#### 7.3. Copyright/Trademark/Patent. ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’S express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT’S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

### ARTICLE 8 TERMINATION

#### 8.1. Termination for Convenience. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date
established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other Party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the ARCHITECT. This AGREEMENT may be terminated by either Party upon not less than 7 days written notice should the other Party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the Party initiating the termination.

8.4. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.

8.5. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.

8.6. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
b. Unless payment in full is received by the ARCHITECT within 7 days of the date of the notice, the suspension shall take effect without further notice.

c. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.

8.7. **Architect Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.8. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

### ARTICLE 9  DISPUTES, MEDIATION, ARBITRATION

9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the Parties mutually agree otherwise.

a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a Party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the contractor, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

c. Notice of demand for arbitration shall be filed in writing with the other Party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.

d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with
contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

9.3. **Work to Continue.** In the event of a dispute between the Parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each Party will bear its own legal expenses.

**ARTICLE 10  DISTRICT’S RESPONSIBILITIES**

10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT’S objectives, schedule, constraints and criteria.

10.2. **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 ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT’S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

**Nawar Al Juburi, Project Manager**

10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT’S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

10.4. **Project 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.
10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT’S obligations under this AGREEMENT.

**ARTICLE 11   MISCELLANEOUS**

11.1. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to ARCHITECT, ARCHITECT’S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

11.3. **Architect Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT’S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT’S work.

11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the Parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.

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

11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.

11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other Party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.11. **Permits/Licenses.** ARCHITECT and all ARCHITECT’S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either Party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.
11.13. **Communications** between the Parties shall be sent to the following addresses:

**DISTRICT**
- Nawar Al Juburi
  - Project Manager
- South Orange County Community College District
  - 28000 Marguerite Parkway
  - Mission Viejo, CA 92692
  - naljuburi@socccd.edu

**ARCHITECT**
- Insert Name
  - Insert Title
- Insert Company Name
  - Insert Company Address
  - Insert email

**COPY**
- Dr. Debra L. Fitzsimons
  - Vice Chancellor – Business Services
  - South Orange County Community College District
  - 28000 Marguerite Parkway
  - Mission Viejo, CA 92692
  - dfitzsimons@socccd.edu

11.14. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

11.15. **Entire AGREEMENT/Amendment.** This AGREEMENT and any Attachments hereto represent the entire agreement between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

11.16. **Binding AGREEMENT.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other Party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

**ARCHITECT**
- Insert Firm Name

**DISTRICT**
- South Orange County Community College District

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<thead>
<tr>
<th>Insert Name</th>
<th>Dr. Debra L. Fitzsimons</th>
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<tbody>
<tr>
<td>Insert Title</td>
<td>Vice Chancellor, Business Services</td>
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(Taxpayer number)

Attachment A  Responsibilities and Services of Architect
Attachment B  Criteria and Billing for Extra Work
Attachment C  Operational Needs
Attachment D  Programming Needs
Attachment E  Insert title or say Not Used. Add others if needed
ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

The project consists of the following:

Summary here of Specific Services. Similar to the format for Article 6, Compensation to ARCHITECT.

A. SPECIFIC SERVICES

In addition to the services identified in the General Service portion of this attachment, ARCHITECT will provide all professional services necessary for completing the following:

Fill in project specific items here

B. GENERAL SERVICES

ARCHITECT agrees to provide the services described below:

1. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.

2. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.

3. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.

4. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, design, drawings, specifications and other services.

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

6. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.
7. Develop a grading and drainage approach showing proposed site development aligning with the latest storm water run-off best practice. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

8. ARCHITECT to 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. ARCHITECT to verify the capacity of all existing PROJECT utilities and recommend improvements sufficient to support the PROJECT.

9. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

10. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.

11. The total fee stated in this contract includes the fees for all sub consultants providing services associated with the scope of services in this contract, as well as the ARCHITECT'S overhead and profit.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

1. Participate in a PROJECT kick-off meeting to include the ARCHITECT’S sub-consultants, and DISTRICT staff.

   a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT 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.

   e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM
1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.

2. 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. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.
   a. Work with the DISTRICT to define and develop the operational and programming needs specifically for the new state-of-the-art facility. Attachment C and D provide a suitable example of the level of detail that will be required.
   b. Collect data of the needs of the users and students to be served.
   c. Facilitate consensus building of key stakeholders, to be identified by DISTRICT, to ensure the Design-Build Entity understands their perspectives and provides adequate support for the facility.
   d. Develop an operational summary describing each of the facility areas' operational philosophy and principles; activities and their detailed sequence, location of adjacent areas and any access / circulation / requirements/ restrictions.
   e. Provide architectural programming planning sessions with key stakeholders to obtain information on the goals of each functional component, specific activities to be carried out by the staff in each component, the services to be provided, service delivery methods, the number of occupants in each component/space, the functional relationships between components, space needs, special services and any shared services among components in addition to security needs, specialty equipment; defining materials and quality standards.

SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

1. 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, ARCHITECT shall design the foundation of the PROJECT in accordance with recommendations of the DISTRICT’S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT’S use.

2. 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.
3. 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.

4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

CRITERIA DOCUMENT DEVELOPMENT

Work with DISTRICT and other DISTRICT consultants such as Design-Build Project Consultant and Design-Build Legal Counsel in the development of the Design-Build Entity Request for Proposal and all associated documents. Criteria documents will include the following and have been separated by those that proposed to be developed by the Criteria and Programming Architect and those proposed to be incorporated into the RFP from work performed by others:

<table>
<thead>
<tr>
<th>Description</th>
<th>Responsibility</th>
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<tr>
<td><strong>Criteria Architect</strong></td>
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<td>Design Guidelines</td>
<td>Criteria Architect</td>
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<tr>
<td>Technical Specifications</td>
<td>Criteria Architect</td>
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<tr>
<td>Space Programming</td>
<td>Criteria Architect</td>
</tr>
<tr>
<td>FF&amp;E Scope of Services</td>
<td>Criteria Architect</td>
</tr>
<tr>
<td>Project Description and Criteria</td>
<td>Criteria Architect</td>
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<tr>
<td>BIM Standards</td>
<td>Criteria Architect</td>
</tr>
<tr>
<td>Sustainability Standards</td>
<td>Criteria Architect</td>
</tr>
<tr>
<td>Design-Build Entity’s Reference Documents</td>
<td>Design-Build Project Consultant, District, and Criteria Architect</td>
</tr>
<tr>
<td><strong>DISTRICT</strong></td>
<td></td>
</tr>
<tr>
<td>Master Plan</td>
<td>District</td>
</tr>
<tr>
<td>Utility Survey Information</td>
<td>District’s Civil Consultant</td>
</tr>
<tr>
<td>Districtwide Standards</td>
<td>District /College Facilities</td>
</tr>
<tr>
<td>Technical Hazardous Building Material Abatement Specifications</td>
<td>District’s Environmental Consultant</td>
</tr>
<tr>
<td>Entry to Property Agreement</td>
<td>District</td>
</tr>
<tr>
<td>Design-Build Entity’s Reference Documents</td>
<td>Design-Build Project Consultant, District, and Criteria Architect</td>
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<td><strong>Design-Build Project Consultant</strong></td>
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<tr>
<td>Integrated Project Delivery</td>
<td>Design-Build Project Consultant</td>
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<td>Prequalification Questionnaire</td>
<td>Design-Build Project Consultant</td>
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<tr>
<td>Rules for Interviews and Negotiations</td>
<td>Design-Build Project Consultant</td>
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<tr>
<td>Specific Design-Build Proposal Requirements</td>
<td>Design-Build Project Consultant</td>
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<tr>
<td>Description</td>
<td>Responsibility</td>
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<tr>
<td>Proposal Evaluation Factors, Scoring and Ranking Method</td>
<td>Design-Build Project Consultant</td>
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<tr>
<td>Design-Build Entity’s Reference Documents</td>
<td>Design-Build Project Consultant</td>
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<tr>
<td>Design-Build Legal Counsel</td>
<td>District, and Criteria Architect</td>
</tr>
<tr>
<td>Design Build Contract &amp; General Conditions</td>
<td>Design-Build Legal Counsel</td>
</tr>
<tr>
<td>Non Collusion Declaration</td>
<td>Design-Build Legal Counsel</td>
</tr>
<tr>
<td>Proposal, Performance and Payment Bond</td>
<td>Design-Build Legal Counsel</td>
</tr>
<tr>
<td>Letter of Organization</td>
<td>Design-Build Legal Counsel</td>
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<tr>
<td>DVBE Requirements</td>
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<td>Consultant, District</td>
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<tr>
<td>Evidence of Insurance, including E&amp;O</td>
<td>Design-Build Legal Counsel</td>
</tr>
</tbody>
</table>

**SPECIFICATION REVIEW AND UPDATE**

Review and update existing specifications which will be used for the proposed facility. The development of the specifications should incorporate or be based upon completion of the following tasks:

1. Review and update Technical Specifications/ Standards for the Design Build Entity RFP.
   a. Meet with college facilities and DISTRICT project managers for two, eight hour sessions to review accuracy and currency of existing specification.
   b. Determine if any specification sections are missing. Prepare and develop missing sections. Ensure formatting is consistent with other sections.

2. Determine which technical specifications apply to this PROJECT. Remove sections that clearly will not be a part of the work.

3. Review and comment on DISTRICT prepared General Conditions and Special Conditions - part of the Request for Proposals (RFP) seeking D-B Entity Teams.
   a. Review checklist for permit and approvals.
   b. Recommend scheduling and phasing considerations

**PROBABLE CONSTRUCTION COST**

Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT. Probable costs prepared by the ARCHITECT:

1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.

2. Contingencies for design or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
3. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.

4. One week or more prior to the submittal of documents, the ARCHITECT’S proposed cost format must be submitted to the DISTRICT for review and approval.

5. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT’S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor’s overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).

6. Insert as appropriate: Mechanical, electrical, civil, landscaping and estimating, etc. sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

PROPOSAL SUBMITTAL REVIEW PROCESS

Assist with selection procedures and participate in review of proposal submittals:

1. Participate in pre-proposal meeting with competing D-B Entity Teams and assist DISTRICT with issuing any clarification documentation.

2. Assist DISTRICT with the evaluation of the D-B Entity Teams’ submissions including proposal review and participation in scheduled interviews with D-B Entity Teams for the purpose of selection.


4. Join in Board of Trustee presentation, if requested.

PROJECT DESIGN OVERSIGHT

Provide oversight during the design phase to ensure that project criteria and project intent are being met:

1. Assist DISTRICT with establishing a schedule of milestones for the selected D-B Entity Team that indicates when progress submissions are to be made to DISTRICT.

2. Attend validation meeting that will occur within two weeks of award to design-build entity.

3. Attend periodic design meetings, as requested, to provide oversight during D-B Entity Team’s Design Development for conformance with the Request for Proposal (RFP) document.

4. Participate in formal reviews of the D-B Entity Team’s building design submittals for the PROJECT for conformance with the program and RFP requirements, and advise DISTRICT in writing of same.

   a. The formal reviews are anticipated:
i. At the end of the D-B Entity Team’s Schematic and Design Development phases.

ii. At approximately 50% and 95% completion (DSA Submittal of D-B Entity Team’s Construction Documents including the PROJECT Manual (specifications),

iii. After DSA redlines have been address and before any construction begins.

5. Each of these reviews will be followed up with a report and informational meeting with DISTRICT to discuss the findings, and then a subsequent meeting, if necessary, with the D-B Entity Team to convey same.

6. The final review will incorporate a follow-up check, prior to construction starting, to assure that the review comments are incorporated in the D-B Entity Team's Final Construction Documents.

7. Review Design Build Entity interior design and other similar services required for or in connection with color coordination including furnishing. Review template floor plan to ensure that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

CONSTRUCTION OBSERVATION

1. Attend pre-construction meeting, conducted by the D-B Entity Team to confirm DISTRICT expectations and to monitor the course of action to be taken to achieve the construction schedule requirements.

2. Review and comment on select alternative submittal items for conformance with RFP, periodic payment requisitions, requests for design-build agreement amendments and items prerequisite to PROJECT close out.

3. Provide construction observation services at the PROJECT site during the bi-weekly construction progress meetings to monitor and observe the work in progress, evaluate compliance with D-B agreement, RFP and construction documents and report findings to DISTRICT.

4. Visit the facility with the D-B Entity Team, DSA, DISTRICT and other state agencies prior to completion, and develop a punch list of items to be completed. Monitor the incomplete work and the corrected work through final acceptance and through the completion of all incomplete work and correction of defective work identified in the punch list and/or in the Certificate of Acceptance issued by DISTRICT to the Design-Builder.

5. Review the D-B Entity Team’s applications for payment and provide recommendation for approval or disapproval.

6. Attend PROJECT close out meetings. Design-Build Entity will be responsible to develop initial punch list. This will be followed by a punch list walk performed by the D-BCA
who will provide a final punch list identifying items, if any, for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.

7. Assist with the processing of all close out documents in accordance with DISTRICT PROJECT close out procedures.

MEETINGS

It is anticipated that approximately Insert: one meeting per week will be convened between the DISTRICT and the ARCHITECT. These meetings will not exceed one day in duration and will be held on the PROJECT’S location or another DISTRICT determined location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions may constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

   3 hard copies and 2 electronic copies, one editable and one pdf, of all reports. Examples include a written program prepared by ARCHITECT that incorporates the DISTRICT’S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations, if appropriate.

   3 copies of Site Plan

   3 copies of PROJECT Probable Cost

   1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.
ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

A. The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
   a. Inconsistent with approvals or instructions previously given by the DISTRICT.
   b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
   c. Due to changes required as a result of the DISTRICT’S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.

2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT’S schedule, or method of bidding or negotiating and contracting for construction.

B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be subject to revision each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI - URBAN WAGE EARNERS - ALL ITEMS (12 MONTH AVE) for the geographical area of the ARCHITECT and each sub-consultant involved in the PROJECT.

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<th>Fee Per Hour</th>
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<tr>
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<td>Principal Architects</td>
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<td>Associate Architect</td>
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<td>Draftsperson/CAD Operator</td>
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<td>Construction Administrator</td>
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<td>Special Services: CEO/Principal Consultant</td>
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<td>Clerical</td>
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<td>Other</td>
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Structural Engineers ** Insert Name or Not Used
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<td>Technical Assistant</td>
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<tr>
<td>Draftsperson/CAD Operator</td>
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<tr>
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**Electrical Engineers** **Insert Name or Not Used**

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<tr>
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</tbody>
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** Indicates 10% administrative mark-up has been applied
ATTACHMENT C - OPERATIONAL NEEDS

Insert information as needed
ATTACHMENT D - PROGRAMMING NEEDS

Insert information as needed