



South Orange County Community College District

RFQ&P No. 3272-2021:

**Architectural Services for Satellite Coffee Structures and Cafeteria Upgrades**

**Addendum No. Two (2)**

**May 17, 2021**

**Nick Newkirk**

**Purchasing and Contracts Manager**

**Note:**

**All documents remain unchanged except section or parts added to, revised, deleted and/or clarified by this Addendum.**

1. The Appendix D Sample Agreement for Architectural Services has been replaced in its entirety through this Addendum. The Revised Proposal Appendix D Sample Agreement for Architectural Services is attached to this Addendum.
2. The following information and documentation is available per this Addendum via the link below:
  - Available plans for the existing Cafeterias at Irvine Valley College (IVC) and Saddleback College (SC)
  - A list of equipment for the existing Cafeterias at IVC and SC
  - Square Footage for the existing Cafeterias at IVC and SC
  - Photos of the existing Cafeterias at IVC and SC

Link: <https://drive.google.com/drive/folders/1BZRuT3uFVEbBXkfgNIGCIIfRJtjLZJY?usp=sharing>

3. District clarification: The District is not able to provide previous Health Department permits for the cafeteria or satellite coffee carts.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### SAMPLE ARCHITECTURAL SERVICES AGREEMENT

This Architectural Services Agreement (“Agreement”) is between **South Orange County Community College District [[ Campus Location ]]** (“District”), a California community college district and political subdivision of the State of California, and **[[ Name (Primary Second Party) ]]** (“Architect”). District and Architect are also referred to collectively as the “Parties” and individually as Party.

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District desires to obtain Architectural Services for **[[ Location ]]** **[[ Project Name ]]**, hereinafter referred to as "Project"; and

WHEREAS, Architect is specially trained and fully licensed as required by the State of California, experienced and competent to provide Architect services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

#### **1. SCOPE OF CONSULTANT’S SERVICES.**

- A. **Services.** The Consultant’s services shall consist of those services performed by the Consultant and Consultant’s employees as enumerated in this Agreement, along with all aspects of services as identified in **[[ RFQ&P Title ]]**, referenced herein and made a part hereof as Attachment A and Consultant’s Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the “Services.” The Parties understand and agree that the Agreement along with the Fee and Rate Proposal (Attachment C) and Criteria and Billing for Extra Work (Attachment A) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.
- a. The Architect’s Services consist of the following and further delineated in Attachment B - Architect’s Proposal, and include civil, landscape, structural, mechanical, plumbing, fire-life safety, telecommunication, security, furniture, fixtures & equipment (FF&E), audio-visual (AV), acoustic, AutoCAD & BIM operator, cost estimator, etc. services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the District.
  - b. The Project shall be designed in accordance with the District’s sustainability goals. 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 this Project.
  - c. The Architect shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities. The Architect shall review any prepared reports and provide updates as necessary.
  - d. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the regulatory agencies, i.e.: State Chancellor’s Office, Division of the State Architect, Health Department, Orange County Fire Authority, etc.
  - e. The names of qualified sub-consultants shall be submitted to the District for approval prior to commencement of work. The Architect shall ensure that each sub-consultant places his or her name, seal and signature on all drawings and specification that they prepare. The Architect is responsible for the management of their consultants in order to meet the scheduling terms of this Agreement. The District reserves the right to reject the use of any sub-consultants. Nothing in the forgoing

procedure shall create any contractual relationship between the District and any sub-consultants employed by the Architect under terms of this Agreement.

- f. Architect shall hire a 3rd party Cost Estimator at Architect's own expense to provide project cost estimation services for each phase/task of the design process for this Project. The construction cost shall be the total estimated cost to the District of all elements of the Project designed or specified by the Architect.
- g. Architect will be responsible to prepare a tentative construction schedule based on the environmental conditions of the site.
- h. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- i. Chair, conduct and take minutes of 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. These documents shall be turned over to the District for inclusion in the overall Project documentation
- j. Participate in Executive level meetings, required at each design phase.
- k. 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.
- l. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under this Agreement. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- m. Architect will be responsible for Schematic and Design Development phase documents to describe the size and character of the Project as to engineering systems and materials and inclusive of all other design disciplines required for a complete Project scope.
- n. Architect will be responsible for Construction Documents based on the approved Design Development drawings and any further adjustments authorized by the District. These documents will consist of all drawings and specification setting forth in detail the requirements for the construction of the Project.
- o. If required by Project Scope, the Architect shall develop a grading and drainage plan that is MS4 Compliant and a site plan from engineering information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect. If design increases run-off into storm drain systems, the civil engineer must comply with all requirements of the South Orange County Hydromodification Requirements.
- p. If providing interior design and other similar services are required by the Project scope, the Architect will be responsible for color coordination including furnishing, fixture, furniture & equipment specifications. Architect is required to establish a template floor plan to demonstrate 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. The value for this equipment will not be included in the estimate for construction cost.
- q. The Architect will support the District with the Bid Phase by assisting with development of the bidding procedures and supplementary conditions to the construction contract. Architect will also assist with any items requiring interpretation of the drawings or specifications during the bidding period and perform evaluation on any requests for Substitution. Corrective action will be taken in the form of an addendum prepared by the Architect and reviewed by the District prior to release.
- r. During the Construction Phase, the Architect will provide Construction Administration services commencing with the award of the contract and terminating at either at DSA Certification or upon the issuance of the final Certificate of Payment by the Contractor.
- s. Construction Administration services will include at minimum: attendance at all construction meetings, site visitation to review progress and provide quality control checks, review of all submittals/shop drawings, response to requests for interpretation, preparation of any drawings

related for clarification, inclusive of DSA CCD's, review of contractor pay applications, preparation of punch list, review of Contractor change requests, issuance of any other documents necessary for any government authority, and DSA closeout and certification. Architect is to provide electronic Record Drawings to the District.

**B. Task 1: Programming Phase.**

a. Project Initiation

- i. Within the first week following execution of the contract, meet with the District and their representatives to prepare a detailed task analysis and work plan for documentation in a computer-generated Project schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
  - (a) Architect's work plan shall include allowances for the periods of time required for District's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. Architect's work plan, when approved by District, shall not be exceeded by Architect except when District and Architect mutually agree, in writing, to a revised Project schedule. The District's review and approval time is no less than two weeks.
  - (b) Review the developed work plan with the District and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- ii. Participate in a general 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.

b. Development of Architectural Program

- i. 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.
- ii. 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.
- iii. Conduct architectural program meeting with the District selected Project committee.
- iv. Develop probable construction cost for the Project; probable costs are to be based on the developed functional architectural programs as approved by the District.
- v. Probable costs prepared by the Architect:
  - (a) 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.

- (b) Contingencies for design, bidding 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.
- (c) All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- (d) One week prior to the submittal of documents, the Architect's proposed cost format must be submitted to the District for review and approval.
- (e) 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).
- (f) Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

c. Site Planning

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

d. Meetings

- i. During the Architectural Programming Design Phase, it is anticipated that approximately **INSERT # OF MEETINGS** will be convened between the District and the Architect. These meeting will not exceed one day in duration and will be held on the Project's campus location. Decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the Architect.

e. Deliverables

- i. In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:
  - (a) 8 copies of Program Report. (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 the Final Project Plan (FPP) program, include narrative explaining any deviations). if appropriate.
    - (i) 8 copies of Site Plan
    - (ii) 2 copies of Project Probable Cost
    - (iii) 2 copy of Information Checklist

- ii. Architect along with sub-consultants shall present and review with the District the summary and detail of Task I work.
- f. Project Cessation Provisions
  - i. Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the District has approved Task I as complete and has given a written Notice of proceed to Architect for Task II.

**C. Task 2: Schematic Design Phase.**

- a. Upon written authorization from the District, to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study as follows:
  - i. Architectural:
    - (a) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
    - (b) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
    - (c) Identify proposed roof system, deck, insulation system and drainage technique.
    - (d) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the Project.
    - (e) Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
    - (f) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
    - (g) Identify code requirements, include occupancy classification(s) and type of construction.
  - ii. Structural:
    - (a) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
    - (b) Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.
  - iii. Mechanical:
    - (a) Provide "Basis of Design Narrative"
    - (b) Calculate block heating, ventilation and cooling loads including skin versus internal loading.
    - (c) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
    - (d) Show selected system on drawings as follows:
      - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
      - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces
      - (iii) Schematic piping
      - (iv) Temperature control zoning.
  - iv. Electrical:
    - (a) Provide "Basis of Design Narrative"
    - (b) Calculate overall approximate electrical loads.
    - (c) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
    - (d) Show system(s) selected on drawings as follows:
      - (i) Single line drawing(s) showing major distribution system.

- (ii) Location and preliminary sizing of all major electrical systems and components including:
      - (1) Load centers
      - (2) Main panels
      - (3) Switch gear
    - (e) Identify and define the scope of data/telephone system.
- v. Civil:
  - (a) Development of on and off-site utility systems such as sewer, domestic water, storm drain, firewater lines, fire hydrants, reclaimed water and hydronic lines.
  - (b) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - (c) Coordinate finish floor elevations with architectural site plan.
- vi. Landscaping:
  - (a) Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- vii. CASp:
  - (a) Review all design documents for conformance with accessibility.
- viii. Specifications:
  - (a) Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- ix. Probable Costs:
  - (a) Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up. Probable costs shall include 15% Design Contingency.
  - (b) General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
  - (c) The probable cost shall separate the Project's building cost from site and utilities cost. Architect to submit to the District the cost estimating format for prior review and approval.
  - (d) Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

b. Meetings

- i. During the Schematic Design Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager. Meetings will convene between the District and the Architect to address specific design issues and to facilitate the decision-making process. Such meetings shall be held at the Project Campus or remotely as stipulated by the District Project Manager. Decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architect.

c. Deliverables

- i. In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:
  - (a) (8) Schematic Design Package submittal with alternatives
  - (b) (2) Probable Cost
  - (c) (2) A statement indicating changes made to the program design
  - (d) (1) DSA correspondence including emails, meeting notes, etc. to date.

d. Presentation

- i. Architect along with his sub-consultants shall present and review with the District the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

e. Project Cessation Provisions

- i. Upon completion of the schematic design study, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect. The District shall pay the Architect only the fee associated with the services provided under the Schematic Design Phase.

**D. Task 3: Design Development Phase (50% DD & 100% DD Stages).**

- a. Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare, from the Schematic Design Phase documents approved by the District, Design Development Phase broken down into two stages; 50% DD, which is the State Chancellor's Office Preliminary Planning Package. This submittal will be followed by the 100% DD stage. Each stage is consisting of the following:

i. Architectural:

- (a) Scaled, dimensioned floor plans with final room locations including all openings.
- (b) 1/8" scale building sections showing dimensional relationships and materials.
- (c) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (d) Preliminary development of details and large-scale blow-ups.
- (e) Legend showing all symbols used on drawings.
- (f) FF&E
  - (i) Floor plans identifying all fixed and major movable equipment and furniture.
    - (1) Architect is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
    - (2) Facilitate coordination meetings necessary to arrive at final solution.
  - (ii) Develop binder including the following:
    - (1) Categories
      1. Owner Furnished, Contractor installed
      2. Moving Existing equipment
      3. Information Service Equipment needs
      4. Owner Procured with Supplier Installation
    - (2) Cut Sheets
    - (3) Cost Estimating/ Budget Development
  - (iii) Coordinate Manufacturer's Showroom visits
  - (iv) Support District in FF&E bid package development
- (g) Providing interior design and other similar services required for or in connection with color coordination including furnishing.
- (h) Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.
- (i) Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
  - (i) Light fixtures
  - (ii) Ceiling registers or diffusers
  - (iii) Access Panels
- (j) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.



- (k) Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from District and College Director of Facilities on transmittal sheet.
- ii. Structural:
  - (a) Structural drawing with all major members located and sized.
  - (b) Establish final building and floor elevations.
  - (c) Preliminary specifications.
  - (d) Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
- iii. Mechanical:
  - (a) Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
  - (b) Schedule major mechanical equipment indicating size and capacity.
  - (c) Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
  - (d) Recommendations to acquire LEED® certification.
  - (e) Legend showing all symbols used on drawings.
  - (f) More developed outline specifications indicating quality level and manufacturer.
- iv. Electrical:
  - (a) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - (b) All major electrical equipment should be scheduled indicating size and capacity.
  - (c) Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
  - (d) Recommendations to acquire LEED® certification.
  - (e) Legend showing all symbols used on drawings.
  - (f) More developed outline specifications indicating quality level and manufacturer.
- v. Civil:
  - (a) Further refinement of SD drawings of points of connection and runs for utility systems for sewer, domestic water, storm drain, fire water, reclaimed water, and hydronic lines. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
  - (b) Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
  - (c) Outline specifications indicating quality level and manufacturer.
- vi. Landscape:
  - (a) Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and reclaimed water irrigation main distribution lines.
  - (b) Outline specifications indicating quality level and manufacturer.
- vii. CASp:
  - (a) Review all design documents for conformance with accessibility.
- viii. Specification:
  - (a) Continue to develop the District provided technical specifications, general condition specification and supplementary conditions.
- ix. Probable Cost:
  - (a) Design Development Probable Cost at 50% DD & 100% DD: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated Architect fee and general conditions shall be listed separately. Probable costs shall include 12% Design Contingency at 50% DD & 10% Design Contingency at 100% DD.
- b. Meetings
  - i. During the Design Development Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager that will convene to address specific design issues and to facilitate the decision-making process. Such meetings

will be held at the Project campus or remotely as stipulated by the District Project Manager. Documented decisions (not pending items) made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the Architect. District and Architect shall schedule progress meetings to coincide with the Architect's coordination meeting.

c. Deliverables

- i. In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:
  - (a) (8) Drawings from all professional disciplines as necessary to deliver the Project
  - (b) (3) Bid Package scoping recommendation
  - (c) (8) Binder of Catalogue Cut Sheets
  - (d) (8) Outline Specifications
  - (e) (2) Probable Cost
  - (f) (2) DSA File, including all correspondence, meeting notes, etc. to date
  - (g) (2) State Chancellor's Office Preliminary Planning Package

**E. Task 4: Construction Document Phase.**

- a. Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities. Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare from Design Development Phase Documents approved by the District, a Construction Document consisting of the following:

i. Construction Documents (C/D) 50% Stage:

(a) Architectural:

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups underway.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans underway.
- (vi) Fixed equipment schedules, details and identification underway.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (viii) Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
- (ix) Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from District and College Director of Facilities listing all added items on transmittal sheet.

(b) Structural:

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

(c) Mechanical:

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details underway.
- (iii) Mechanical equipment schedule substantially developed.

(d) Electrical:

- (i) Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.

- (iii) All electrical equipment schedules underway.
- (iv) Special system components should be approximately located on plans.
- (v) Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (e) Civil:
  - (i) All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.
  - (ii) Production of Stormwater Pollution Prevention Plan (SWPPP) document and filing with State Water quality Board.
- (f) Landscape:
  - (i) All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- (g) CASp:
  - (i) Review all design documents for conformance with accessibility.
- (h) Probable cost:
  - (i) Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages. Probable costs shall include 8% Design Contingency.
- (i) Specifications:
  - (i) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in CSI format.
  - (ii) Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the District. Formal review of specifications by the District and corrections made as directed at no cost to the District.

ii. Construction Documents (C/D) 75% Stage

- (a) Architectural:
  - (i) Virtually complete site plan.
  - (ii) Virtually complete floor plan, elevations and sections.
  - (iii) Architectural details and large blow-ups near completion.
  - (iv) Finish door, and hardware schedules virtually complete, including most details.
  - (v) Site utility plan virtually complete.
  - (vi) Fixed equipment details and identification virtually complete.
  - (vii) Reflected ceiling plan virtually complete.
  - (viii) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
  - (ix) All equipment catalog cuts.
- (b) Structural:
  - (i) Completed structural floor plans and sections with detailing well advanced.
- (c) Mechanical:
  - (i) Mechanical load calculations complete and all piping and ductwork sized.
  - (ii) Large scale mechanical details should be substantially complete.
  - (iii) Mechanical schedule for equipment substantially complete.
- (d) Electrical:
  - (i) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
  - (ii) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
  - (iii) All electrical equipment schedules should be virtually complete.
  - (iv) Special system components should be located on plans.

- (e) Civil:
    - (i) All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
  - (f) Landscape:
    - (i) All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
  - (g) CASp:
    - (i) Review all design documents for conformance with accessibility.
  - (h) Specifications:
    - (i) Formal review of specifications by the District and Facilities/Maintenance group with corrections made as directed at no cost to the District.
- iii. Construction Documents (C/D) 100% Substantial Completion Stage
- (a) Architectural:
    - (i) Completed site plan, floor plans, elevations and sections.
    - (ii) Architectural details and large blow-ups completed.
    - (iii) Finish, door and hardware schedules completed, including all details.
    - (iv) Site utility plans completed.
    - (v) Fixed equipment details and identification completed.
    - (vi) Reflected ceiling plans completed.
  - (b) Structural:
    - (i) Structural floor plans and sections with detailing completed.
    - (ii) Structural calculations completed.
  - (c) Mechanical:
    - (i) Large scale mechanical details completed.
    - (ii) Mechanical equipment schedules completed.
    - (iii) Completed electrical schematic for HVAC equipment.
    - (iv) Complete energy conservation calculations and report.
  - (d) Electrical:
    - (i) Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
    - (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
    - (iii) All electrical equipment schedules completed.
    - (iv) Special system components plans completed.
    - (v) Electrical load calculations completed.
  - (e) Civil:
    - (i) All site plans, site utilities, parking and roadway systems completed.
  - (f) Probable Cost:
    - (i) Update and refine the 50% Construction Document Probable cost. Probable costs shall include 5% Design Contingency. Architect shall to maintain a minimum 5% Design Contingency at DSA submittal stage
  - (g) Specifications:
    - (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in CSI format.
    - (ii) Specifications shall not contain restrictions that will limit competitive bids other than those approved by the District as necessary to meet maintenance requirements.
    - (iii) At one hundred percent (100%), specifications shall be reviewed by the District to ensure compliance with required modifications and corrections made as directed at no cost to the District.

**F. Task 5: Construction Documents (C/D) & State Chancellor's Office Working Drawings Final Stage.**

- a. The construction documents final stage shall be for the purpose of the Architect incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the Architect during this stage should be at no additional cost to the District. The final contract documents delivered to the District upon completion of the Architect's work shall consist of the following:
  - i. Drawings:
    - (a) All drawings with Architect/sub-consultant's State license stamp and DSA stamp.
  - ii. Specifications:
    - (a) Original technical specifications on reproducible masters or CD/DVD format if acceptable to District's reprographics firm in CSI format.
    - (b) Completely coordinated sub-consultant's work.
    - (c) Complete Working Drawings Package for the State Chancellor's Office Submittal
- b. Meetings
  - i. During the Construction Document Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager and will convene to address specific design issues and to facilitate the decision-making process. Such meetings will normally be held at the Project campus or remotely as dictated by the District Project Manager. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of Architect Services.
  - ii. A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the Architect shall convene a final design review conference to be attended by the District and all sub-consultants for the purpose of confirming readiness for submission. The Architect shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document 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 convene, at no additional cost to the District, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- c. Deliverables
  - i. In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:
    - (a) (8) Fifty percent (50%) submittal – 8 copies of the fifty percent (50%) working drawings, 8 specifications, and 2 probable costs.
    - (b) (8) Seventy five percent (75%) submittal – 8 copies of the seventy five percent (75%) working drawings, 8 specifications and 8 sets of equipment cut sheets.
    - (c) (2) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50% & 75% CD submittal).
    - (d) (8) One hundred percent (100%) submittal – 8 copies of the one hundred percent (100%) working drawings, 8 specifications, two (2) engineering calculations and 2 probable costs.
    - (e) (1) DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).
    - (f) (2) Number of copies of all required documents necessary for DSA submittal and approval.
    - (g) (2) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for District review. (Submit with all submittals, 50%, 75%, and 100%).

**G. Task 6: Bidding Phase.**

- a. The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect. Architect shall assist the District in the prequalification process.

- b. In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the Architect and reviewed by the District prior to release.
- c. Architect shall be present during the bid opening.

**H. Task 7: Construction Phase.**

- a. The Architect's responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the Architect shall be also be required of Architect's sub-consultants as pertains to their scope of work.
- b. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the District. The drawings and contract wording for change orders shall be submitted to the District for distribution.
- c. The Architect will proceed with the services required by the Construction Administration Phase of this Agreement upon Board approval for award of construction bid.
- d. The Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders.
  - i. The Architect's action shall be taken within Ten (10) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) calendar days from the receipt by the Architect.
- e. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
- f. Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.
- g. Architect shall schedule weekly visits to the job site for on-site review of the construction of the Project and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the Project.
- h. Architect shall provide the District with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos necessary to document any field issues requiring resolution. Photos shall be emailed to the District's project manager with a narrative describing contents within 48 hours of the weekly meeting.
- i. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- j. The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
- k. Architect shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The Architect shall review contractor's submittal for completeness and submit to District.
- l. Architect provide a complete DSA file to the District, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the District at acceptance.

**I. Task 7: Close Out Phase.**

- a. The Architect's responsibility to provide 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.
- b. Architect including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
- c. Architect shall provide District and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
- d. Architect shall walk with District and contractor to confirm that punch list items are completed. Architect may use original list with items highlighted to show those areas as still outstanding.
- e. Architect shall perform follow up walk for any punch list items that were outstanding.
- f. After the third punch list walk, if there remains any incomplete items, Architect shall provide to the District a cost analysis of all outstanding items.
- g. Architect shall evaluate the success of any required maintenance period upon completion of the timeframe. Architect will confirm that the requirements for the maintenance period were met with a follow up report to the District.
- h. Architect shall provide architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
- i. The Architect shall work with the District and their consultants in complete 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.
- j. Architect shall perform a building walk one month prior to the one-year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. Architect shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

**J. Division of State Architects (DSA) and Department of Industrial Relations (DIR) Compliance.** The Architect shall comply with the following:

- a. DSA and the Uniform/International Building Code (UBC/IBC). Architect shall have experience with DSA and shall be required to coordinate with the District and its consultants.
- b. DIR requirements. Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to [www.dir.ca.gov/DLSR/RWD](http://www.dir.ca.gov/DLSR/RWD) or to the following:

Department of Industrial Relations  
 Division of Labor Statistics and Research  
 Prevailing Wages Unit  
 PO Box 420603  
 San Francisco, CA 94142  
 Phone (415) 703-4474

**K. 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.

**L. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Architect shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

Architect agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and 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. Additionally, Architect shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

COVID-19 Related Responsibilities. Architect shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Architect and any of its employees performing Services on District property pursuant to the terms of this Agreement, Architect shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Contractor and its subcontractors shall ensure that its employees will at all times comply with COVID-19 Addendum - *Contractor Protocols While on District Property During COVID-19 Pandemic.*

- M. Existing Conditions.** The Architect shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- N. Materials and Expenses.** Architect shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. The District shall not be liable to Architect for any costs or expenses paid or incurred by the Architect in performing Services for the District. The Architect's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- O. Work Plan.** Work with District to finalize Project requirements:
- a. Develop a list of all plans, specifications and other documents necessary to perform Services.
  - b. Ensure that scope of work conforms to the project plans and specifications.
- P. 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
- Q. Design Phase.**
- a. SDs to DDs. Based on the approved Programming Documents & Schematic Design Documents and any adjustments authorized by the District, the Architect shall prepare, for approval by the District, Design Development Documents & the State Chancellor's Office Preliminary Planning Package consisting of drawings and other documents to describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
  - b. DDs to CDs. Based on the approved Design Development Documents and any further adjustments authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents & the State Chancellor's Office Working Drawings Package consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.



- R. **Coordination for Government Authorities.** The Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project including funding submittals with the District's assistance. Included in this filing shall be an energy modeling document for submittal to the State. The District shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the Architect shall convene a final design review conference to be attended by the District 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 document 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 convene, at no additional cost to the District, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

- S. **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.
- T. **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.
- U. **Written Understanding.** The Architect shall ascertain the District's needs and the requirements of the Project and shall arrive at a mutual written understanding of such needs and requirements with the District, prior to drafting preliminary designs for the Project.
- V. **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.
- W. **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.
- X. **Construction Cost.** The construction cost shall be the total estimated cost to the District of all elements of the Project designed or specified by the Architect.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the District's budget for the Project. Construction costs will be assessed during the Design Development phase. At the District's discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
  - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
  - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the District.
  - d. Construction costs are considered hard Project costs and therefore does not include the compensation of the Architect and Architect's consultants, or other costs which are the responsibility of the District.

- e. The Architect's evaluations of the District's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the Architect's best judgment as a professional familiar with the construction industry.
  - f. Any Project budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the Architect submits the DSA stamped set of Construction Documents to the District, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids are sought for the Project.
  - g. If the lowest bid received exceeds the fixed limit of construction cost, the District shall:
    - i. Give written approval of an increase of such fixed limit;
    - ii. Authorize rebidding of the Project within a reasonable time;
    - iii. If the Project is abandoned, terminate it in accordance this Agreement; or
    - iv. Cooperate in revising the Project scope and quality as required to reduce the construction cost. If the District chooses to proceed in accordance with this option, the Architect, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.
- Y. Sustainability.** The Project shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the Architect. Commissioning and Energy Modeling are outside the parameters of this Agreement and will be services employed by the District. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- Z. Building Codes.** The Architect shall prepare and submit to District an outline of applicable provisions of building codes that apply to this project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- AA. Coordination for Geological Report.** The Architect shall develop and provide to the District all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Architect as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- BB. Bid Prep.** The Architect shall prepare all necessary bidding information and bidding forms required by the District and shall assist the District in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the Architect.
- CC. Bid Marketing.** The Architect, following the District's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the District in obtaining bids for the Project.
- DD. Over-Budget at Bid.** If the lowest bid exceeds the budget for the Project (or exceeds the budget by a certain percentage), the Architect, in consultation with and at the direction of the District, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within its budget.
- EE. FF&E Selection and Procurement.** The Architect shall provide interior design and other similar services required for in connection with the selection, procurement and installation of furniture, fixtures and related equipment.
- FF. Construction Administration.** The Architect shall provide administration of the construction contract. The Architect's responsibility to provide services for the construction of the Project commences with the

award of a construction contract and terminates at the issuance to the District of the final certificate for payment by the Architect and the final close out acknowledgement by the Division of the State Architect.

- GG. Evaluate Contractor Performance.** The Architect shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the District.
- HH. Submittals.** The Architect shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. 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 construction 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 construction contract.
- II. Substitutions.** The Architect shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the District for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- JJ. District Representative.** The Architect shall be the District's representative during construction 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.
- KK. Site Visits.** The Architect shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the District's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an Architect, the Architect shall keep the District informed of the progress and quality of the work and he/she shall use reasonable care to guard the District against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The Architect shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the Architect and promptly reported to the District and Contractor but which he/she failed to do.
- LL. Site Access.** The Architect shall have access to the work at all times.
- MM. Certification of Payment.** The Architect shall review and certify the amounts due the Contractor. 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 construction contract and that the Contractor is entitled to payment in the amount certified.
- NN. Reject Work.** The Architect shall reject work which does not conform to the construction contract. The Architect has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- OO. Change Orders.** The Architect shall prepare change orders with supporting documentation and data for the District's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The Architect shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the Project. Architect shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- PP. 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 Contractor relating to the execution or progress of the work as provided in the construction contract.

**QQ. Substantial Completion.** The Architect shall inspect the Project to determine the date of substantial completion and the date of final completion, receive and forward to the District for the District's review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

**RR. Record Drawings.** The Architect shall prepare a set of CAD drawings & BIM Model showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect. Architect is required to update the District provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. Architect to match the District's approved naming structure, layers, colors and attributes.

**SS. Punch List.** The Architect's responsibility to provide 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 of the Project with the Division of the State Architect.

**TT.** The Architect shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.

**UU.** Architect shall coordinate with the Contractor and the Inspector of Record to obtain DSA Project close out.

## **2. ADDITIONAL ARCHITECTURAL SERVICES.**

**A. District Authorized Additional Services.** Requests for additional services shall be made by the District in writing. This Agreement is not a pre-authorization for additional services. Architect shall be compensated for additional services in accordance with the provisions of the Agreement and the amounts indicated in Exhibit A. If the duration of Architect Services is extended, due to the District's need for Additional Services, the Architect shall be entitled to additional compensation as set forth in Exhibit A. Architects shall perform additional services only upon the approval and execution of an amendment to this Agreement by both parties. 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.

**B. Architect's Request for Additional Services.** 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 the amounts indicated in Exhibit A. Such services shall include:

- a. 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.
- b. Scope Change after Phase Approvals. Providing services required because of significant changes made in the Project after approval of each phase of the work including, but not limited to, size, quality, complexity, or the District's schedule, except for services and changes related to design errors or omissions.
- c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the Architect.
- d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. 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 construction contract.
- f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is a party thereto.

- g. Architect Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the District.
- h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

**C. Construction Administration Add Service**. If authorized in writing by District, Architect shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. Such services shall be compensated based on the attached standard hourly rates.

**3. TERM OF SERVICES**.

- A. 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.
- B. Term**. This Agreement shall commence on **[[ Start Date ]]**. The Parties understand that the Services under this Agreement shall be diligently performed by the Architect for the anticipated construction timeframe of **[[ Anticipated Construction Duration Days/Months ]]**. The Architect's Agreement terminates at the issuance of the final Certificate for Payment to the District or 60 days after the date of substantial completion of construction.
- C. Extension**. This term shall be extended at no cost to the District as result of delays caused directly by Architect's actions. The term may be extended due to construction delay other than those delays caused by Architect's actions.
- D. 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 Exhibit A.

**4. COMPENSATION TO THE CONSULTANT**. The District shall compensate the Architect as follows:

**A. Contract Price for Services**. The Contract Price for the Architect's performance of the Services under this Agreement shall be firm and fixed consisting of the following not to exceed lump sum prices:

Task 1: Programming Phase	\$	[[ Programming Amount ]]
Task 2: Schematic Design Phase	\$	[[ Schematic Design Amount ]]
Task 3: Design Development Phase	\$	[[ Design Development Amount ]]
Task 4: Construction Document (C/D) Phase	\$	[[ Construction Document Amount ]]
Task 5: C/D & State Chancellor's Office Working Drawings Final Stage	\$	[[ C/D & State Chancellor's Office Working Drawings Final Stage Amount ]]

Task 6: Bidding Phase	\$	[[ Bidding Amount ]]
Task 7: Construction Phase	\$	[[ Construction Amount ]]
Task 8: Close Out Phase	\$	[[ Close Out Amount ]]
District Controlled Allowance	\$	[[ District Controlled Allowance Amount ]]

District agrees to pay Architect, as full consideration and compensation for Architect's performance of the Work under this Agreement, a total amount not to exceed **[[ Contract Total Amount (Spelled Out) ]]** Dollars (**\$[[ Contract Total Amount ]]**) ("Contract Amount"). Additional details: Final Fee and Rate Proposal (Attachment C).

- B. Price Inclusions.** The Agreement Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees, labor, material, all direct and indirect cost, personnel expenses of any sub-consultant or subcontractor to the Consultant, 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 and profit associated with performance of the Services, except for Allowable Reimbursable Expenses as described in the provision below. At no time shall meals be considered a reimbursable expense.
  
- C. 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.
  
- D. Reimbursable Expenses.** Any expenses incurred by the Architect and Architect's employees in the interest of the Project shall require District's written approval before being incurred. The District shall not be liable to Architect for any costs or expenses paid or incurred by Architect and Architect's employees in performing Services for District, except reimbursable expenses that has been pre-approved in writing. Records of such expenses shall be provided to the District's review and approval. Reimbursable Expenses:
  - a. Are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and Architects in the interest of the Project.
  - b. Shall only be authorized, pre-approved and most economical transportation, air fare for out-of-town travel related to the Project; 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. Expenses related to reproduction, (except those needed for the use of the Architect and their Architects or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents.
  - d. Expense of renderings, models and mock-ups requested by the District if not part of Architect's Basic Services will be reimbursed.
  - e. There shall be no markups on reimbursable expenses.
  
- E. Criteria and Billing for Extra Work.** The following extra services to this Agreement shall be performed by Architect if needed and requested by the District:
  - a. Providing Services that are outside Orange, Los Angeles, San Diego or Riverside County.
  - b. Provide Services that are beyond allowable daily hours.
  - c. Providing Services required in connection with replacement of such work because of damage caused by fire or other causes during construction.

- d. Providing Services made necessary because of construction contractor default.
- e. Fees for extra work shall not be paid in the event that the Architect is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.
- f. The fee per hour for extra work identified below shall be inclusive of all overhead, administrative, direct and indirect costs and profits. The hourly rates reflected in Exhibit A shall be effective as of the date of execution of this Agreement and shall remain firm through the entirety of the term.

**F. 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 by phase in accordance with percent complete.

Architect to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) and to the District Project Manager at [[ Project Manager Email ]] or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in the Compensation to the Architect provision as stipulated herein. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSFP-ARCHSA-3382-2021.**

**G. 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.

**H. District Payment of Contract Price.** Within 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.

**I. 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 its 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.

**J. 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 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the Project.

**K. 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 at standard hourly rates as established in Exhibit A.

## **5. ARCHITECT'S SERVICES AND RESPONSIBILITIES.**

**A. Statement of Services.** The Architect's Services shall consist of those Services performed by the Architect and Architect's employees as enumerated in this Agreement.

**B. Standard of Care and Professional Conduct.** The Architect shall perform all Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Architect will

furnish, at its expense, the Services that are set forth in this Agreement and represents that the Services are within the technical and professional areas of expertise of the Architect or any subconsultant the Architect has engaged or will engage to perform the Service(s). If the District desires, the District shall request in writing, the Architect to provide Services in addition to, or different from, the Services described herein. The Architect shall advise the District in writing of any Services that, in the Architect's opinion, lie outside of the technical and professional expertise of the Architect. 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 or Architect's employees, subconsultants, or volunteers who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services described herein, a threat to the safety of persons or property, or any of Architect's employees, subconsultants, or volunteers who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed by the Architect and shall not be contracted to perform this or any future Services for the District.

**C. Key Individual Assignment.** The Architect has been selected to perform the Services described herein because of the skills and expertise of key individuals. Architect assignment for this Project is referenced in the Communication provision as stipulated herein. The Architect shall designate [[ Name of Project Executive ]] as Project Executive, and [[ Name of Architect ]]. So long as their performance continues to be acceptable to the District, these named individuals shall remain in charge of the Project. Additionally, the Architect must furnish the name of all other key personnel in Architect's firm that will be associated with the Project.

**D. 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 10 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.

**E. Relationship of Architect to Other Project Participants.** Architect's Services hereunder shall be provided in conjunction with contracts between the District and: (a) the Architect; (b) the Contractor; (c) Test/Inspection Service Providers; and (d) others providing services in connection with the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. Except as expressly set forth herein, neither this Agreement, nor Architect's rendition of Services hereunder shall be deemed Architect's assumption of responsibility for the adequacy or sufficiency of the Project design or the Design Documents for the Project, which are and remain that of the Architect. Architect shall coordinate all work with District consultants as necessary to complete contract requirements. The Architect shall be responsible for assisting the District with generally coordinating the services of the Inspector and Test/Inspection providers during the construction phase. The Architect is not responsible for the completeness or accuracy of the work product or services provided by the Inspector or Test/Inspection Service Providers.

**F. Acceptance of Project Schedule.** The Architect shall accept the District's Project 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, be exceeded by the Architect, except for reasonable cause, as established by the District.

**6. INDEPENDENT CONTRACTOR.** Architect, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. Architect and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. Architect shall



assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Architect and Architect's employees. Architect should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Architect or Architect's employees or subconsultants. Architect agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Architect to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Architect's employees or subconsultants.

## **7. HOLD HARMLESS & INDEMNIFICATION AND INSURANCE.**

**A. Hold Harmless & Indemnification.** To the fullest extent permitted by law, the Architect and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Architect, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Architect and/or its subconsultants' Services of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Architect and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Architect and its subconsultants shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Architect and/or its consultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- a. Architect and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Architect and/or its subconsultants from their obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

**B. Insurance.** The Architect and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Architect and its subconsultants' required minimum coverage limits set forth herein at the commencement of a renewal term by providing Architect and subconsultant (if applicable) written notice.

- a. A.M. Best Financial Rating. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
- b. Admitted Carrier(s). Policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.
- c. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Architect shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
- d. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual liability, broad form property damage, products & completed operations, personal injury, and wrongful death.
- e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
- f. Professional Liability aka Errors and Omissions. Architect and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
- g. Valuable Document Insurance. The Architect and its subconsultants shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications.
- h. Additional Insured Endorsement. Architect and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Architect and its subconsultants' Commercial General Liability, Automobile Liability, and Valuable Document insurance policies.
- i. Primary and non-contributory endorsement. Architect and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
- j. Waiver of Subrogation Endorsements. Architect and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Architect and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
- k. No Cancellation or Material Modification. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
- l. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Architect's execution of this Agreement. **No work shall commence by Architect or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.** Should Architect or its subconsultant's insurance expire during the term of this Agreement, renewal certificate(s) of insurance and endorsement(s) shall be provided prior to the expiration of the policies or within 10 days of expiration. Failure of consultant or its subconsultants to furnish the required certificate(s) and endorsement(s) shall not be deemed a waiver of this provision by the Architect, as stated herein.

## **8. CONSULTANT'S WORK PRODUCT.**

- A. **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. 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.

- B. Electronic Copy of Documents.** The Architect shall perform the work under this Agreement using insert BIM or CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon Project completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the District.
- C. Matters Produced Under this Agreement.** 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 rights, titles and interests 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.
- D. Copyright/Trademark/Patent Materials.** 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 for no monetary gains to the Architect.

Architect is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Architect agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

- E. Documentation.** 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.

## **9. TERMINATION OR SUSPENSION OF PROJECT.**

- A. Termination for Convenience.** The 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. Seven 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.
- B. 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 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 days cease and terminate. In the event of such termination, the District may secure the required Services from another Architect. 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.

- C. **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 15 days prior to the suspension date. If the Project is suspended by the District for more than 90 consecutive days, the Architect shall be compensated for Services satisfactorily performed prior to such suspension. When the Project is resumed, and upon District's review and approval, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's Services.
- D. **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. Upon mutual consent by both Parties this Agreement may be terminated.
- E. **Non-Payment.** Except for the Withholding Payment provision, the District's failure to make payments to the Architect in accordance with this Agreement shall be considered substantial non-performance and cause for termination by the Architect.
  - a. In the event the District fails to make timely payment, the Architect may, upon seven (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 seven (7) days of the date of the notice, the suspension shall take effect without further notice.
- F. **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 until the notice of termination.
- G. **Liability for District Damages.** In the event of termination due to the fault of the 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.

## **10. DISPUTES, MEDIATION, AND ARBITRATION.**

- A. **Mediation Requirements.** All claims, disputes, controversies, or breaches arising out of or relating to the Project or to this Agreement, shall be first attempted to be resolved through mediation. The District and Architect agree that, in the event that a dispute comes to litigation, the Architect shall be responsible for the District's legal expenses.
- B. **Arbitration.** If mediation is unsuccessful, claims, disputes, controversies, or breaches arising out of or relating to this Agreement shall 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 Architect, 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 Orange County, California 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, the ability to arbitrate, 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.

**C. Services to Continue.** In the event of a dispute between the Parties as to performance of the Services, the interpretation of this Agreement, or payment or non-payment for Services 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 Services. If the dispute is not resolved, Architect agrees it will neither rescind this Agreement nor stop the progress of the Services.

**11. DISTRICT’S RESPONSIBILITIES.**

- A. 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. At the written request of the Architect, District shall provide Architect copies of applicable documents related to the Project.
- B. 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. Architect shall follow and accept directives from the District’s designated representatives 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 representatives. Unless modified by written notice by the District to the Architect, the primary District Representative is:

**Project Manager**  
 [[ Project Manager ]]  
 [[ Project Manager Email ]]

- C. 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 Agreement. However, the District’s failure or omission to do so shall not relieve the Architect of their responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the Project.
- D. Tests/Inspections.** The District shall retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable laws, codes, rules, regulations, or ordinances. Architect must coordinate Service efforts as needed.
- E. District Architects.** Other consultants required or desired by the District in connection with the Project shall be retained and paid for by the District. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants and audio-visual equipment/installation consultants.

## 12. MISCELLANEOUS.

- A. **Representations and Warranties.** Architect and its subconsultants on its own behalf and on behalf of all of its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Architect and its subconsultants acknowledge and agree that the District, in deciding to engage Architect pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Architect's engagement hereunder:

Architect and its employees are qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Architect and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Architect, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Architect shall be liable for all violations of such laws and regulations in connection with the Services as described herein.

- B. **Equal Opportunity/Non-Discrimination.** Architect shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Architect shall ensure that all Services and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Architect shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- C. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Architect agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Architect certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Architect, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- D. **Background Check.** Architect hereby certifies that Architect has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Architect shall notify District in writing immediately if Architect is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Architect further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Architect hereby consents to the background check to the fullest extent permitted by law. Architect agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Architect has been charged with, or is charged with, during this Agreement. Failure to complete any required

step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

- E. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Architect shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Architect will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- F. **Review, Approval, or Acceptance.** Review, approval or acceptance of Architect's Services whether by District or others, shall not relieve Architect from responsibility for accuracy of Architect's Services.
- G. **Cumulative Rights, Waiver, and Modification.** 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.
- H. **Employment with Public Agency.** If Architect is an employee of another public agency, Architect agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Services are actually being performed pursuant to this Agreement.
- I. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- J. **Force Majeure.** The Architect and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any Services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Architect's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- K. **Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent Architect and not an employee of the District. Architect and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. Architect shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Architect and Architect's employees. Architect should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Architect or Architect's employees or subconsultants. Architect agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Architect to withhold or pay any applicable tax, unemployment

insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Architect's employees or subconsultants.

L. **Assignment.** The obligations of the Architect pursuant to this Agreement shall not be assigned by the Architect without the express written approval of the District.

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

**DISTRICT:** South Orange County Community College District  
Priya Jerome, Exec. Dir.-Procurement, Central Svcs. & RM  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / purchasing-dept@socccd.edu

**Architect:**

[[ Name (Primary Second Party) ]]

(Primary Second Party Contact) ]], [[ Contact Name (Primary Second Party Contact) ]], [[ Contact Title

[[ Street Line 1 (Primary Second Party) ]]

Second Party) ]], [[ City/Town (Primary Second Party) ]], [[ State/Province (Primary Second Party) ]], [[ Postal Code (Primary Second Party) ]]

E-mail (Primary Second Party Contact) ]], [[ Contact Phone Number (Primary Second Party Contact) ]], [[ Contact

A Party may change their designated representative and/or address for the purposes of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Article.

N. **Communications.** Communication between the Parties shall be sent to the following addresses:

**DISTRICT**

[[ Project Manager ]]  
South Orange County Community  
College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[[ Project Manager Email ]]

**CONSULTANT**

[[ Name (Primary Second Party) ]]  
[[ Name of Consultant ]]  
[[ Street Line 1 (Primary Second Party) ]]  
[[ City/Town (Primary Second Party) ]]  
[[ Consultant Email ]]

O. **Definitions.**

- a. **Contract.** An agreement for Construction Services awarded by the District to a Design Build Entity/Contractor/Architect for the construction of a portion of the Project.
- b. **Design Documents.** The drawings, specifications, calculations and other work product and instruments of service prepared by or on behalf of the Architect for the Project. Design Documents



include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, under contract with the District.

- c. **Submittals.** Shop Drawings, Product Data, or Samples prepared or provided by a contractor or a subcontractor to a Contractor or suppliers illustrating some portion of work of the Project.
  - d. **Site.** The physical area for construction and activities relating to construction of the Project.
  - e. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the District under an Agreement for construction of the Project. Construction Agreement Documents include all modifications issued by or on behalf of the District. Unless otherwise expressly stated, references to the Construction Agreement Documents are referenced to all of the Agreement Documents issued for the Contract awarded for Project construction.
  - f. **Substantial Completion.** Substantial Completion is when the Services identified in the Agreement has been completed, including completion of all installation Services. Substantial Completion shall deemed to have been achieved when the Project can be used for its intended purposes, subject only to minor corrections, repairs or modifications.
  - g. **Final Completion.** Final Completion is when all of the Services in the Agreement have been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Architect has completed all other obligations to be performed on its part under the Agreement.
- P. 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.
- Q. Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
- R. Conflict of Interest.** Architect hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Architect has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Services under this Agreement; (ii) Architect has no business or financial interests which are in conflict with Architect's obligations to District under this Agreement; and (iii) Architect shall not employ in the performance of Services under this Agreement any person or entity having any such interests.
- S. Certification Regarding Debarment, Suspension or Other Ineligibility.** (Applicable to all agreements funded in part or whole with federal funds).
- a. By executing this contractual instrument, Architect agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
  - b. By executing this contractual instrument, Architect certifies to the best of its knowledge and belief that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Architect's present responsibility;

- iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification; and
  - iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default.
- c. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - d. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- T. Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any attachments referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
- U. Supersedes.** This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the Parties whether oral or written expressed or implied in relation to the Services contemplated in this Agreement for this specific Project. No other Agreement or understanding concerning the same has been entered into or will be recognized.
- V. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Architect is/are duly and fully authorized to execute this Agreement on behalf of Architect and to bind the Architect to each and every term, condition, and covenant of this Agreement.
- W. Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

**[SIGNATURE PAGE TO FOLLOW]**

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

**[[ NAME (PRIMARY SECOND PARTY) ]]**

**South Orange County Community College District**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:



## **COVID-19 ADDENDUM**

### **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONTRACTOR PROTOCOLS WHILE ON DISTRICT PROPERTY DURING COVID-19 PANDEMIC**

The Contractor and/or Consultant along with their subcontractors and subconsultants, hereafter referred to as “Contractor” shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Contractor’s Services shall be the governing document and this Protocol document is intended to be supplementary. The Contractor acknowledges that when it relates to COVID-19, the Contractor shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Contractor further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Contractor’s employee(s) to immediate removal from the District’s premises.

As a requirement to perform Services on campus, the Contractor agrees that its employees shall adhere to the following.

**1. Contractor shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:**

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

**2. Implement control measures**

- Contractor shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
  - Wash hands often with soap and water for at least 20 seconds
  - Use hand sanitizer/wipes when soap and water are not available (Contractor shall supply and make available hand sanitizer/wipes)
  - Cover cough or sneeze

**3. Implement cleaning and disinfecting protocols**

- Contractor shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Contractor shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

**4. Implement physical distancing guidelines**

- A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.