



Request for Qualifications and Proposals (RFQ&P)

No. 4601-2022

**Architectural Services for Saddleback
College Athletics Stadium First Year
Discovery**

Proposal Due Date

Friday, February 18, 2022

At 12:00 PM

Procurement, Central Services and Risk Management

purchasing-dept@socccd.edu

RFQ&P No. 4601-2022 Architectural Services for Saddleback College Athletics Stadium First Year Discovery

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Notice to Firms: Request for Qualification/Proposal (RFQ&P) No. 4601-2022

District: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Project: RFQ&P 4601-2022
Architectural Services for Saddleback College Athletics
Stadium First Year Discovery
South Orange County Community College District
RFQ&P Deadline: Friday, February 18, 2022
12:00 PM
**Email Address for
Receipt of Proposals:** purchasing-dept@socccd.edu

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "District," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

There will be a mandatory pre-proposal meeting conducted via Zoom on February 7, 2022 at 11:00 AM. All RFQ&P respondents shall confirm their attendance by email to: purchasing-dept@socccd.edu by February 6, 2022 at 5:00 PM. The subject line should read: "RFQ&P # Pre-Proposal Meeting Confirmation." Physical presence is not required. A call-in number will be provided prior to the meeting day to those who confirm attendance. Any proposer that does not attend the entire conference and/or does not arrive on-time may be deemed non-responsive.

A complete Request for Qualifications and Proposals may be viewed online at www.socccd.edu at the Bids link.

Any and all questions must be sent via email to purchasing-dept@socccd.edu. Firms shall reference RFQ&P # 4601-2022 in the email subject line. The final day for questions shall be February 3, 2022, no later than 5:00 PM.

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

No proposer may withdraw any proposal for a period of one hundred and eighty (180) calendar days after the submission deadline.

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

PUBLISH: OC REGISTER 1/25/22 & 02/01/22

RFQ&P No. 4601-2022 Architectural Services for Saddleback College Athletics Stadium First Year Discovery

SCHEDULE

Date of Issue / Document Available	1/25/2022
Advertisement Dates	1/25/22 2/01/22
Publication	OC Register
Requests for Information (RFI)	2/3/2022
Pre-Proposal Meeting	2/7/2022 11:00am Zoom conference call information will be sent to all firms that RSVP.
District Responds to RFI's	2/9/2022 End of Day
Due Date	Friday, February 18, 2022 12:00 PM
Committee Deliberations	Thursday, February 24, 2022 1:00 PM
Interview/Presentations (if needed)	March 2, 2022 9:00 AM - TBD Zoom conference call information will be sent to shortlisted firms.
Contract Negotiations (if needed)	March 3-4, 2022 All negotiations will take place via Zoom conference calls.
Anticipated Start Date	March 14, 2022

1. DISTRICT OVERVIEW

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and Advanced Technology Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the District's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, procurement, contracting, risk management, and warehouse/mailroom services to our district.

The District continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

PROJECT OVERVIEW

The District is seeking to retain a qualified architectural services firm for the Saddleback College Athletics Facility First Year Discovery project which encompasses scope identified after the first year of the facility being placed in services which are outside of any warranty work covered by the original Design-Build project scope.

2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain qualified firms to provide Architectural Services for Saddleback College Athletics Stadium First Year Discovery. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" refers to Firms that elect to submit proposals for Architectural Services for Saddleback College Athletics Stadium First Year Discovery.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**District-wide**" represents District Services (DS), Irvine Valley College (IVC), Saddleback Community College (SC), and the Advanced Technology Education Park (ATEP).
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at purchasing-dept@socccd.edu.

Questions will only be accepted until 2/3/2022 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 4601-2022." No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **Addendum** and sent to all potential respondents on/about 5:00PM on 2/9/2022. All addendums to this RFQ&P will be posted on the District's web site.

PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received via email submission as follows:

Email Submission:

Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00 PM** on Friday, February 18, 2022. Submit Proposal to: purchasing-dept@socccd.edu The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted

proposal should include and read “name of your company/submittal for RFQ&P No. 4601-2022 (“Email 1 of XX” if more than one).”

Proposals submitted in response are to be labeled Form A, B, C etc. and be in the following order:

1. **Letter of Interest and Approach** - PROPOSAL FORM A
2. **Personnel and Staffing Resources** - PROPOSAL FORM B
3. **Related Experience and Methodology** PROPOSAL FORM C
4. **Project Schedule** – PROPOSAL FORM D
5. **Fee and Rate Proposal** – PROPOSAL FORM E
6. **General Terms and Conditions**– PROPOSAL FORM F
7. **References** –PROPOSAL FORM G
8. **Addenda Acknowledgement** – PROPOSAL FORM H
9. **Appendices**
 - A. Non-Collusion Declaration
 - B. Equal Opportunity Affirmative Action Statement
 - C. Firm’s Certificate Regarding Worker’s Compensation
 - D. Sample Agreement
 - E. Submission Checklist

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

RIGHT TO REJECT

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any irregularities and/or informalities and to reject any or all proposals and/or to cancel the Request for Qualifications & Proposals. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer’s qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District’s Governing Board.

MODIFICATIONS TO PROPOSALS

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

PUBLIC RECORDS

All materials submitted in response to the RFQ&P are deemed property of the District upon submission to the District. Responses to the RFQ&P and other materials submitted in connection therewith shall be deemed “public records” except for those marked or noted by a Respondent as “trade secrets” (as that term is defined and used in Civil Code §3426.1), “confidential” or “proprietary”. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness a Response to the RFQ&P which indiscriminately notes that the Response or portions thereof are “Trade Secret”, “Confidential”, or “Proprietary” and exempt from disclosure as a public record. Notwithstanding the designation of materials submitted in response to the RFQ&P as “public records” such materials shall not be subject to disclosure under the Public Records Act until after the District has issued a recommendation for award of the Architectural Services Agreement. The District is not liable or responsible for the disclosure of RFQ&P Responses, or portions thereof, deemed to be public records, including those records exempt from disclosure if disclosure is required by law, by an order of a court of competent jurisdiction, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of an RFQ&P Response deemed exempt from disclosure hereunder, by submitting an RFQ&P Response, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a disinterested stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal by written request via e-mail to purchasing-dept@socccd.edu at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: “Your Company Name/Withdrawal of RFQ&P No. 4601-2022.” No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of one hundred and eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this RFQ&P, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

COMPLETION OF PROPOSALS

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal. Proposers are required to follow and adhere to the format as prescribed in this RFQ&P.

EXAMINATION OF CONTRACT DOCUMENTS

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall notify the District of the error in writing and request modification or clarification of the document through the timelines and process identified in the Proposal Questions / Requests for Information (RFI) section of this RFQ&P. All requests for clarifications shall be sent to the attention of the Executive Director of Procurement, Central Services and Risk Management by email at purchasing-dept@socccd.edu.

ERROR IN PROPOSAL

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal requires correction of the errors. The District reserves the right to request additional information and/or clarification to allow corrections of errors or omissions.

RESPONDENTS CONTINUING OBLIGATION

Each Respondent is under a continuing obligation, commencing upon submission of its RFQ/P Response, to immediately notify the District, in writing, if it learns that any of the following have occurred: (i) any statement made in any portion of its RFQ/P Response was false, misleading or omits material facts rendering any statement in its RFQ/P Response to be false or misleading; (ii) circumstances have occurred since the Respondent submitted its RFQ/P Response that, if they had occurred prior to the date that the Respondent submitted its RFQ/P Response, would have

required the disclosure of such circumstances; or (iii) the Respondent has undergone a change in ownership in which ownership of fifty percent (50%) of more of its stock, ownership equity or assets has changed.

NO DISTRICT WARRANTY

Respondents are solely responsible for confirmation of the suitability of any information provided by the District relating to the Project or this RFQ&P, including, estimates of costs, statements of needs or requirements, projections, and budgets. The District does not warrant the accuracy, sufficiency or completeness of such information.

INTERVIEWS

The District intends to interview firms and has scheduled interviews on 03/02/2022 to be conducted via a Zoom conference call. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires the mandatory presence of the designated representatives identified in the proposals as being the ones who will be assigned to the District be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible. Performance period for this contract is anticipated to be from March 14, 2022 through project completion. After award, contract is subject to cancellation with 30-days written notice by either party.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the firm named in any contract entered into by the District is acting as an "independent contractor" and not as an agent or employee of the District.

DISTRICT MODIFICATIONS TO PROPOSALS

The District expressly reserves the right to modify any portion of this RFQ/RFP prior to the latest date/time for submission of RFQ&P Responses, including without limitation, the cancellation of this RFQ&P. Any interpretation, modifications, correction, or change of this RFQ&P will be made by written Addendum and will be issued by the District and shall become part of the RFQ&P. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. All Addenda issued to this RFQ&P will be posted to the District web site at www.socccd.edu on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. Since failure to acknowledge any Addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. See Proposal Form I.

NO ORAL CLARIFICATIONS/MODIFICATIONS

The District will not provide any oral clarifications or modifications to the RFQ&P or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ&P. No Respondent shall rely on any oral clarification or modification to the RFQ&P.

NEGOTIATION

District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

AWARD OF CONTRACT

The award will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. At the time of award, the apparent successful firm shall have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

FINAL CONTRACT

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between the District and the Proposer;
- B. This RFQ&P as originally released, with Appendices and any addenda released prior to proposal opening.
- C. The Proposer's proposal in total, including all addenda and attachments;

All of the above documents are intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the final Agreement and the provisions set forth in the above referenced documents and/or any other attachments or exhibits thereto (referred to as "referenced documents" for the purposes of this section), the Agreement shall control, unless the provisions set forth in any of the above "referenced documents" to this Agreement provide the District with greater benefits or more expansive services in which case such provisions set forth in any "referenced documents" shall compliment the terms of the Agreement. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFQ&P.

NON-COLLUSION DECLARATION

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

PROHIBITED INTEREST

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

QUALITY OF WORK

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

QUALITY OF PERSONNEL ASSIGNED TO THE WORK

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to her/him and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit to perform their duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and such individual shall not again, without prior written permission of the District, be assigned to work under this contract.

PROPOSER CONDUCT

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any District employees, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ&P unless at the request of the District's designated contact person (Priya Jerome, Executive Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ACCESSIBILITY OF INFORMATION TECHNOLOGY

Proposer hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Proposer agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of Proposer's failure to comply with these requirements.

Proposer acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge, and estimated fees. Experience with higher education and California community college clients is desirable, but not absolutely required.

Selection Process

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews. The interview process may include members from the District's leadership in addition to select members of the screening committee.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

Content and Order of RFQ&P Response

Firm's proposal should be concise and contain the proposal form and sections as identified below. RFQ&P responses submitted in formats other than those prescribed in this RFQ&P document may be rejected at the sole discretion of the District. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

Proposal Form	Section Title	Points
A	Letter of Interest and Approach	10
B	Personnel and Staffing Resources	20
C	Related Experience and Methodology	30
D	Project Schedule	10
E	Fee and Rate Proposal	30
	Total	100
Interviews		Points
		100

4. SCOPE OF SERVICES

The District is seeking architectural services from a qualified architectural firm for the Saddleback College Athletics Stadium First Year Discovery Project. This project will encompass miscellaneous enhancements related to the new Saddleback College Stadium Complex that have arisen during its first year of operation. The approximate construction value for these enhancements is \$1,000,000.

The awarded firm will be required to provide services, inclusive of all necessary disciplines, for the scope of work items identified below. The architectural services are further outlined in the Sample Architectural Services Agreement (Appendix D). The exact scope of services required by the District will be set forth in the Agreement between the District and the awarded Firm.

1. Addition of fencing/architectural screening and lighting beneath the bleachers at all four corners of the facility to prevent access of the public to these areas and prevent dark corners. Maintenance access to area under bleachers will be required. Per DSA storage under bleachers limited, so any fencing must meet all DSA requirements.
2. Addition of fencing/architectural screening around exterior pad mounted Air Handler Units at both the North and South Ticket booths while ensuring maintenance accessibility.
3. Revise mounting angle of the play clock on a Musco pole at the football practice fields.
4. Convert Emergency Vehicle Access (EVA) gates to access control; currently secured with a padlock.
5. Wayfinding signage package including signage for home, away, concessions, elevator, restrooms, etc.
6. Operational signage package, including, but not limited to:
 - a. Staff Only/Authorized Personnel Areas
 - b. Labeling of all emergency phones
 - c. Building number for OCFA access
 - d. Labeling of all exterior gates
 - e. Specific Signage related to Field Turf
 - f. Stadium prohibited items signage
7. Addition of two motorized projection screens; one home and one visitor side. (Screen OFCI)
8. Addition of roller shades in ticket booths (6 total openings) and in room 311 Radio Room (1 opening)
9. Design of an acoustical system for the back side of the speakers to limit sound to the adjacent Child Development Center and design of a protective housing/cover of the speakers to prevent water intrusion.

10. Carpeting of Officials rooms (there may be sufficient attic stock for this)
11. Close fencing gap between practice field perimeter fence and fence dividing soccer and thrower's park.
12. Change out of netting at thrower's park to higher tensile strength.
13. Padding around light poles in west sector of hammer throw.
14. Protective covers at utility boxes in west sector of hammer throw.
15. On visitor side, extension of potable water hose bibs to bleachers.
16. Added landscaping and irrigation:
 - a. Area between Lot 1B and Gymnasium:
 - i. North side (slope side) – cut slope for erosion, remove all existing vegetation/weeds, connect new drip to existing stadium drip at this location, plant acacia only, top with 4" mulch
 - ii. Area at top of ramp, this area was cut by stadium and does not receive water, connect new drip to existing, acacia only, top with 4" mulch
 - b. South Side of PE 300:
 - i. Can cut into the "stadium" valve by backflows and connect into 2-wire system, Tristania (Brisbane box) down middle with pittosporum and coyote brush on either side, and top with 4" mulch
 - c. West Side of PE 300:
 - i. Grade to remove path cut from PE 300 to PE 500 to prevent people from using it.
 - ii. Can use same irrigation connection as #2 above, drip with acacia (radius to pepper tree), and top with 4" mulch
 - d. PE 500/Football Storage area:
 - i. Can use valves and controller at PE 500 (G11A), Tristania (Brisbane box) down middle with pittosporum, then acacia behind football storage (slope area) to prevent people from walking there. Do not need separate irrigation for trees. Top with 4" of mulch.
 - e. Area South of Lot 1
 - i. Can connect to "stadium" valve in front of outlet grate, oak trees, acacia, coyote brush, buck weed, need irrigation to pepper trees. Top with 4" of mulch.
 - f. Area at catch basin at top of Avery Exit
 - i. A berm was created to prevent overflow, and rush plants were planted, however, no irrigation was provided, need to tie into existing system and add coverage for this area.
17. Between Scoreboard room 304 and Media room 305 convert existing glazing to include either a pass-thru or slider window.

18. Provide design to integrate scoreboard audio into rooms with existing Crestron systems and add capabilities to Rooms 304 (scoreboard), 306 (Coaches), 307 (Camera), 308 (Coaches), 311 (Radio Room), and 116 and 117 (Officials Rooms). Scoreboard audio equipment is currently BSS and utilizes Dante.
19. Provide design for addition of corner guards at interior columns in high traffic areas.
20. Provide design as a project alternate for bollards along College Drive from the entrance to Parking to 1B to just beyond the cross walk to the South of the South stadium entry.

LINK TO DRAWINGS

The drawings for all scope identified above (scope items 1-20) are contained in the following link:

<https://drive.google.com/drive/folders/1laOziPHnNDbfny9sRN5H9XCa2plu6Mli?usp=sharing>

PROPOSAL FORM A
LETTER OF INTEREST AND APPROACH
(1 Page Limit for Letter of Interest)
(1 Page Limit for Cover Letter)
(No Page Limit for Proposer Firm Information)

Letter of Interest and Approach

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, firm's approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. Describe what is unique about the consultant/firm as it relates to this specific project.

Cover Letter to District in addition to the Proposer's narrative must include all of the information noted below in a letter format.

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges' Architectural Services for Saddleback College Athletics Stadium First Year Discovery Proposal (hence, "Proposer") contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred and eighty (180) days. **Please complete Proposal Form A through H and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

- A statement attesting that the Proposer is not on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212.
- Please indicate if the firm is a small, minority, women, and/or disabled veteran business enterprise by providing a copy of the current certification.

Proposer Firm Information

- Type of Firm:

Corporation: _____ Proprietorship: _____ Partnership: _____

Joint Venture: _____ Other (please describe): _____

- Business License Number: _____
- Number of years in business under firm name: _____
- Has the firm changed its name within the past 3 years?

YES NO

If yes, provide former name(s): _____

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES NO

If yes, explain. _____

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES NO

If yes, please explain. _____

-
- Does the firm have an acceptable history of working proactively to avoid litigation?

YES NO

If no, please provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years. _____

-
-
- Within the past five (5) years, have one or more contract(s) to provide services to which the Respondent was a party to have been terminated for default of the Respondent officers or principals of the firm?

YES NO

If yes, please explain. _____

PROPOSAL FORM B
PERSONNEL AND STAFFING RESOURCES
(One Page Limit Per Resume)

Submit resumes for each team member including sub-consultants proposed to provide service to the District including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the firm.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. Link each named person with the specific tasks, responsibilities, and deliverables.
6. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

PROPOSAL FORM C
RELATED EXPERIENCE AND METHODOLOGY
(5 Page Limit)

1. Provide a summary of the Firm's experience in relation to the services contemplated in this RFQ&P.
2. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
3. Provide a summary of your Firm's experience working with Community Colleges and the experience of the staff assigned to this project.
4. Name and state the number of public entity clients served within the past 5 years.
5. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
6. Do you provide weekly status reports? If so, describe the type of information the status report contains.
7. Identify any special services typically provided by the firm that are not listed in the Scope of Services. Ensure that pricing for these services are included in Proposal Form E.
8. Indicate the firm's proximity to the District and availability to accomplish the work.
9. Submit complete examples of similar projects.

PROPOSAL FORM D
PROJECT SCHEDULE
(4 Page Limit)

The Firm will work closely with the District and campuses to ensure accurate, timely, and sufficient information necessary is gathered to complete the project. Accordingly, please respond to the following:

1. Firm shall provide detailed illustrative project schedule that includes milestones, timelines for completion and the work plan for all phases included in the Scope of Services.
2. Describe specific techniques to be adopted for working with the District and campuses' leadership, faculty, and staff to manage and conduct the data assimilation process and to keep the project on schedule.
3. The proposal should specifically address how the team would balance the reality of deadlines with District's commitment to participatory (shared) governance and deliberative processes.
4. In order to accomplish timely completion of the project, identify the various constituency groups that the firm anticipates would be part of the process and identify the number of meetings and hours of engagements needed.
5. Describe how your firm will work with the District and college to ensure you have the information necessary to be successful. Also, how will you ensure that the information provided to the District will be accurate, timely and sufficient?

**PROPOSAL FORM E
 FEE AND RATE PROPOSAL**

1. FEES FOR ARCHITECTURAL SERVICES

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer’s responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

Fees shall be firm and fixed.

Indicate the billable hourly rate and estimated total hours required to fulfill their duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Description of Services	Not to Exceed (NTE) Fee
Design Development Phase	\$
Construction Document Phase	\$
Bidding Phase	\$
Construction Phase	\$
Close Out Phase	\$
District Controlled Allowance	\$ 10,000.00
TOTAL NTE FEES	\$

2. RATES FOR ADDITIONAL SERVICES

The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Additional Services. The hourly rates reflected below shall be effective as of the date of execution of an Agreement between the District and the Firm.

Service/Discipline	Position/Title	Proposed Hourly Rate
<i>Duplicate as necessary for ALL services/disciplines, positions/titles and proposed hourly rates.</i>		

PROPOSAL FORM F GENERAL TERMS AND CONDITIONS

Offer Held Firm: The Proposer agrees that it will not withdraw its offer for a period of *one hundred and eighty (180)* calendar days from the opening date.

Right to Reject and Final Agreement: The Proposer understands that the District reserves the right to reject any or all proposals and to waive any irregularities and/or informalities in the evaluation of proposals. Contingent to evaluation of proposals received, the District reserves the discretion to alter, modify, change, include or reduce the RFQ&P scope and pursuant to these changes and the successful negotiations with the Proposers, establish the final agreement.

Bidder Certification: The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

Execution of a Contract: If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

Assumption of Contract: The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

Exceptions to Specifications: In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

Conflicts of Interest: All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

Financial Statement: Prior to the award of contract, the District reserves the right to request and the proposer shall provide the current financial statement of the Proposer that is reviewed or audited by a Certified Public Accountant.

Required Submittals: The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

District's Right to Award: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

Legally Binding: It is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered and declares under penalty of perjury under California law that the firm's proposal response to this RFQ&P is true and correct.

Litigation History: List all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

By: Signature (Manual)

By: Signature (Typed or Printed)

PROPOSAL FORM G
REFERENCES

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

REFERENCES

Name of Entity: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax: _____

Email: _____

Dates of Services: From: _____ To: _____

Types of Services Provided: _____

PROPOSAL FORM H
Addenda Acknowledgement

Addenda: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # _____ Date Received: _____

APPENDIX C
Firm's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name of individual, company or corporation

By: _____

Title: _____

Address: _____

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

APPENDIX D
Sample Agreement
Architectural Services for Saddleback College Athletics Stadium First Year
Discovery

The Respondent shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Respondent's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Respondent requests to be modified, the Respondent must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the District or enforceable against the District unless the District affirmatively and specifically accepts any such requested modification. Any Respondent whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Respondent must execute the Agreement in the form and content attached hereto subject only to elements of such Respondent's RFQ&P Response accepted by the District.

Proposer agrees to the Agreement's terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ARCHITECTURAL SERVICES AGREEMENT

This Architectural Services Agreement (“Agreement”) is between **South Orange County Community College District on behalf of Saddleback College** (“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;

WHEREAS, District desires to obtain Architectural Services for the **Saddleback College Athletics Stadium First Year Discovery Project**, hereinafter referred to as “Project”;

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

WHEREAS, the reference to Architect hereafter shall include, but not be limited to the Architect and Architect’s employees, representatives, subconsultants, agents, board of trustees, and volunteers.

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF CONSULTANT’S SERVICES.

A. Services. The Architect’s services shall consist of those services performed by the Architect and Architect’s employees as enumerated in this Agreement, along with all aspects of services as identified in **RFQ&P 4601-2022 Architectural Services for Saddleback College Athletics Stadium First Year Discovery**, referenced herein and made a part hereof as Attachment A and Architect’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 shall be the prevailing and governing document 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 structural and cost estimator 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. The Architect, if required as part of project scope will be required to file any documents and prepare for any permits required for approval of governmental authorities having jurisdiction over the Project, including, but not limited to: Division of the State Architect and Orange County Fire Authority, inclusive of any work that may be required on property not owned by the District. This project does not require submittal to Division of the State Architect, but will require coordination with County of Orange Parks, Public Works and Building and Safety and possible State of California Department of Fish and Wildlife and any other possible entity having jurisdiction. The Architect will be required to prepare a current environmental assessment to determine the extent of the authorities having jurisdiction for this work.
- 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 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.
 - t. As part of the project close out, Architect will provide legal documents for purposes of an easement for District maintenance access for facilities constructed on County of Orange Property. Architect will all assist with preparation of documents necessary for District and County approval of easements.

B. Task 1: 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 Design Development Phase documents broken down into two stages; 50% DD. 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

C. Task 2: 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.

D. Task 3: 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.

E. Task 4: 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.

F. Task 5: 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.

G. 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 <https://www.dir.ca.gov/oprl/dprevagedetermination.htm> or to the following:

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

- H. **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.
- I. **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.*

- J. **Existing Conditions.** The Architect shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- K. **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.
- L. **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.

- M. **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

N. Design Phase.

- a. The Architect shall prepare, for approval by the District, Design Development Documents consisting of drawings and other documents to describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
- 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 consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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 Design Development phase, 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.

V. **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.

W. **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.

X. **BIM and CAD:** The Architect and their consultant shall employ Building Information Modeling (BIM) and CAD or other approved software and make regular posting to a website accessible to the District throughout the design process. Clash detection will be employed as one form of consultant coordination. The Architect will be responsible to manage the BIM model and CAD model documents from the Project start to finish.

- 1. The Architect shall establish protocols for:
 - 1. Model origin, grid and units
 - 2. Information sharing and saving
 - 3. Clash detection
- 2. The Architect shall:
 - 1. Facilitate collection of sub-consultants model information
 - 2. Maintain record copies of all model files
 - 3. Combine files and develop necessary vehicle to share information to sub-consultant and to District as pdf files
 - 4. Perform and report on clash detection as deliverable to each phase
 - 5. Assist sub consultants with meeting all requirements

3. The Architect shall be responsible to archive model as a complete bid set and provide same to District in pdf format.
4. The Architect and their sub-consultants shall use the following criteria for model development:
 1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non-geometric information may be attached to the modeled elements.
 2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
 3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
 4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
 5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
5. The Architect shall allow access to the BIM documents during both bid and construction.

Y. 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.

Z. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. Site Access. The Architect shall have access to the work at all times.

KK. 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.

LL. 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.

MM. 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.

NN. 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.

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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 Attachment B. 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 Attachment B. 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 Attachment B. 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 **March 14, 2022**. The Parties understand that the Services under this Agreement shall be diligently performed by the Architect through Project completion. 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 Attachment B.

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: Design Development Phase	\$	[[Design Development Amount]]
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Task 2: Construction Document (C/D) Phase	\$	[[Construction Document Amount]]
Task 4: Bidding Phase	\$	[[Bidding Amount]]
Task 5: Construction Phase	\$	[[Construction Amount]]
Task 6: Close Out Phase	\$	[[Close Out Amount]]
District Controlled Allowance	\$	10,000.00

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: Attachment B.

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 subconsultant or subcontractor to the Architect, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, insurance and all other overhead/administrative expenses or costs 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.

District Controlled Allowance. The District Controlled Allowance (Allowance) for this project is not to exceed amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The intended for use at the sole discretion of the District. The Allowance has been established to allow for unanticipated project related requirements as identified by the District. Allowance shall not be used in lieu of an Amendment/Change Order for changes for the scope of work. The Allowance shall not be used by the Consultant without specific prior written direction and approval from the District’s Project Manager. The Allowance will be identified separately and will be included in the total proposal amount.

The Allowance may be removed from the Agreement at any time at the discretion of the District’s Project Manager via an Amendment. Any unused portions of the Allowance remaining at the end of the project will be deducted from the final cost and credited to the District thereby reducing the total Agreement value by that amount.

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 Attachment B 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 and to the District Project Manager at mopel@socccd.edu 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-4601-2022.**

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 Attachment B.

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 shall reimburse District's defense costs proportionate to the Architect's legal liability, 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/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to the 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 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 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 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's 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 from its 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. Architect 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's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Architect 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 with statutory limits 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, an Excess Liability/Umbrella Policy with a limit of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, and One Million Dollars (\$1,000,000) per occurrence for Products and Completed Operations to cover losses including, but not limited to blanket contractual liability, broad form property damage, products & completed operations, personal injuries/illnesses, and wrongful death.

- e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence to cover losses involving Symbol 1, "Any Auto".
- f. Professional Liability aka Errors and Omissions. Architect shall 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, Architect and its subconsultants shall purchase and maintain Extended Reporting Period (aka tail coverage) coverage for a minimum of 10 years following the termination date of this Agreement.
- g. Valuable Papers and Records (aka Valuable Document) Insurance. Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications.
- h. Additional Insured Endorsement. Architect shall issue District an endorsement naming the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Architect's Commercial General Liability and Automobile Liability insurance policies.
- i. Primary and non-contributory endorsement. Architect's Commercial General Liability and Automobile Liability insurance policies 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 shall 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's Commercial General Liability, Automobile Liability, and Workers' Compensation insurance 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 endorsements evidencing the required coverages and limits set forth herein shall be provided to the District prior to or upon Architect's execution of this Agreement. Any endorsements limiting coverage shall be stricken. No Services shall commence by Architect until the required certificate(s) of insurance and endorsements have been furnished to the District. Should Architect'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.

The District's obligation to collect the required certificate(s) and endorsement(s) and/or the Architect's failure to furnish such documents and/or purchase and maintain coverage and limits as stipulated above shall not be deemed a waiver of this provision at any time. Furthermore, the Architect's failure to purchase and maintain the insurance coverage and limits for the term as identified above and/or to comply with any provisions in this section shall be deemed a breach of contract.

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 for the purposes of repair, maintenance, renovation, modernization, or other purposes, only as they relate to the project for which the Architect was retained. 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, in accordance with California Education Code 17316. 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. If this Contract is terminated in part (by elimination of any Services) pursuant to the foregoing, Architect shall continue to fully and timely perform all other obligations not subject to such partial termination.
- 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, the 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 the 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 question 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

Mary Opel
mopel@socccd.edu

- 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 makes the following certifications, representations, and warranties for the benefit of the District. In addition, Architect acknowledges and agrees 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 is 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 has 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 understands and agrees 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)]]
[[Contact Name (Primary Second Party Contact)]], [[Contact Title (Primary
Second Party Contact)]]
[[Street Line 1 (Primary Second Party)]]
[[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]]
[[Postal Code (Primary Second Party)]]
[[Contact Phone Number (Primary Second Party Contact)]] / [[Contact E-mail
(Primary Second Party 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

Mary Opel
South Orange County Community
College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mopel@socccd.edu

ARCHITECT

[[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.

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:



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

The Consultant along with their subconsultants, hereafter referred to as “Consultant” shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant’s Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant 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 Consultant 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 Consultant’s employee(s) to immediate removal from the District’s premises.

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

1. Consultant 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

- Consultant 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 (Consultant shall supply and make available hand sanitizer/wipes)
 - Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

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

4. Implement physical distancing guidelines

Maintain physical distance between all individuals while on District property, in accordance with CDC guidelines.

APPENDIX E
Submission Checklist
South Orange County Community College District
Architectural Services for Saddleback College Athletics Stadium First Year Discovery

Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Approach	
Proposal Form B: Personnel and Staffing Resources	
Proposal Form C: Related Experience and Methodology	
Proposal Form D: Project Schedule	
Proposal Form E: Fee and Rate Proposal	
Proposal Form F: General Terms and Conditions	
Proposal Form G: References	
Proposal Form H: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Architectural Services for Saddleback College Athletics Stadium First Year Discovery	Only notate changed/exceptions to the Sample Agreement pursuant to the instructions highlighted and identified in Appendix D.
Appendix E: Submission Checklist	