

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO:** Members of the Governing Board

**SUBJECT:** CONTRACT AWARD TO CA ARCHITECTS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT

**REQUESTED ACTION:**

Information    OR     Approval  
 Consent        OR     Non-Consent

**SUMMARY:**

Board approval is requested for award of a contract to CA Architects to provide full architectural and engineering services for the Vacaville Classroom Building (Annex) Renovation Project.

Following an RFQ/P selection process, on September 2, 2015 the Board approved a professional services contract with CA Architects to document existing conditions and provide architectural

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**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Renovate instructional space and equipment.

<i>Ed. Code:</i> <i>Board Policy: 3225; 3520</i>	<i>Estimated Fiscal Impact: \$368,790 Measure Q Funds</i>
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**SUPERINTENDENT'S RECOMMENDATION:**     APPROVAL     DISAPPROVAL  
 NOT REQUIRED     TABLE

Lucky Lofton  
Executive Bonds Manager  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

(707) 863-7855  
**TELEPHONE NUMBER**

Yulian Ligioso  
Vice President, Finance & Administration  
**VICE PRESIDENT APPROVAL**

February 17, 2017  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Celia Esposito-Noy, Ed.D.**  
Superintendent-President

February 17, 2017  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR  
ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE VACAVILLE CLASSROOM BUILDING (ANNEX)  
RENOVATION PROJECT**

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**SUMMARY:**

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and engineering oversight of testing required by the Division of the State Architect (DSA), the first phase of this phased project.

The testing has provided information necessary to determine the scope and budget for the needed renovation project. A proposal was requested from CA Architects for oversight of additional required testing, preparation of the Final (revised) REH Report (required due to original truss test results), design and construction documents for the purposes of Division of State Architect (DSA) approval, bid phase assistance and construction administration through closeout. The proposal has been reviewed, refined per bond team comments, and is determined to be a fair price for the scope of work.

The renovation project will result in DSA approval and certification of the building.

The Board is asked to approve a professional services contract award to CA Architects in the amount of \$368,790.

The contract is available online at: <http://www.solano.edu/measureq/planning.php>.

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**WITH**

**CA ARCHITECTS**

**FOR**

**VACAVILLE CLASSROOM BUILDING  
(ANNEX) RENOVATION PROJECT**

**March 1, 2017**

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## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of March 1, 2017, between the Solano Community College District, a California community college district, ("District") and **CA ARCHITECTS** ("Architect") (collectively "Parties"), for the following project ("Project"):

### VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT

Renovation of the Vacaville Classroom Building (Annex), approximately 14,000 GSF, located at 1984 North Village Parkway, Vacaville, CA, in order to bring the building into DSA Compliance for Certification. Project construction scope includes strengthening of additional trusses, structural upgrades, fire and life safety improvements, ADA compliance improvements, reroofing, replacement of mechanical units and mechanical system improvements, plumbing and electrical improvements, as described in 12/12/16 Preliminary Cost Model

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

#### Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect**: The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect.
  - 1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Budget**: The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.

- 1.1.7. **Construction Change Documents (“CCD”)**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect’s Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
- 1.1.9. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.10. **District**: The Solano Community College District.
- 1.1.11. **DSA**: The Division of the State Architect.
- 1.1.12. **Project**: Renovation of the approximately 14,000 GSF Vacaville Classroom Building, also known as the Annex, to achieve DSA certification of the building.
- 1.1.13. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.14. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.15. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

**Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services described in **Exhibit “A,”** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit “C.”**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process. District reserves its right to use alternative

delivery methods and the Architect's scope of work may be adjusted accordingly.

- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
  - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
  - 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
    - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
    - 2.4.2.2. Construction sites where:
      - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
      - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
  - 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural and civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely

responsible and liable to District for all matters covered by this Agreement.

- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with State labor compliance, if applicable. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if applicable.
- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.7.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, without limitation, all the requirements included and/or referenced in the following forms:
    - 2.7.2.1. Form DSA IR A-6, Construction Change Document Submittal and Approval Process.
    - 2.7.2.2. Form DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.
    - 2.7.2.3. Form DSA PR 13-01, Construction Oversight Process Procedure.
      - 2.7.1.3.1. Each of Architect's duties as provided in the Construction Oversight Process Procedure shall be performed timely so as not to result in any delay to the Project.
- 2.8. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract

documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.

- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on the Project. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.
- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
  - 2.13.1. Ground contamination or hazardous material analysis.
  - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
  - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
  - 2.13.4. Historical significance report.
  - 2.13.5. Soils investigation.
  - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

**Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities *[All blanks below must be filled in by Architect and approved by District]:*

Principal In Charge: \_\_\_\_\_

Project Architect(s): \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Major Consultants:

Structural: \_\_\_\_\_

Mechanical/Plumbing: \_\_\_\_\_

Electrical: \_\_\_\_\_

Civil: \_\_\_\_\_

Fire Protection/Fire Alarm: \_\_\_\_\_

Other: \_\_\_\_\_

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
- 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

**Article 4. Schedule of Services**

Architect shall commence Services under this Agreement upon receipt of a notice to proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

**Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
  - 5.2.1. District will provide third party cost estimates based on Architect's 100%DD, 50% CD, and 90%CD submittals. Architect will review and comment on these estimates to ensure that they include all reasonably envisioned scope of work and appropriate quality of products.
  - 5.2.2. If any of the estimates indicate that the project exceeds the Construction Cost Budget, Architect (including consultant disciplines) and District will participate together in 'value engineering' efforts to identify changes to the project design, potentially including project scope or quality, to bring the project into budget, at no additional cost to the District. Any such changes must be accepted in writing by the District. Architect will make any changes at no additional cost to the District.
  - 5.2.3. At no point will changes be accepted that would preclude DSA certifying the building.
- 5.3. If any of the following events occur:
  - 5.3.1. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
  - 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
  - 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages

due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:

5.3.3.1 Give Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.3.2 Authorize Architect to re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.3.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.

5.3.3.4 Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

#### **Article 6. Fee and Method of Payment**

6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount not to exceed the following ("Fee"):

An amount equal to **Three Hundred Sixty Eight Thousand Seven Hundred Ninety Dollars (\$368,790)** based on the rates set forth in **Exhibit "D."**

6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**

6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**

6.4. No increase in Fee will be due from CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.

6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**

6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

6.7. There will be no Reimbursable expenses allowed. The Architect's fee should include all costs to provide the services, including all sub-consultants, their labor and related expenses.

**Article 7. Payment for Extra Services**

District-authorized services outside of the scope in **Exhibit "A"** not included in Architect's Fee are "Extra Services." A contract Amendment will be required for any Extra Services.

**Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology (CADD) (e.g., AutoCAD). Architect shall deliver to District, on request, the electronic files and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural,

plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

#### **Article 9. Termination of Contract**

9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.

9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.

- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

#### **Article 10. Indemnity/Architect Liability**

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, subcontractors, consultants, or agents.
- 10.2. Architect's obligation pursuant to section 10.1 includes reimbursing the District for the cost of any settlement paid by the indemnified parties and for any and all fees and costs incurred by the indemnified parties to enforce the indemnity herein. Architect's obligation to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect from amounts owing to Architect.

#### **Article 11. Responsibilities of the District**

- 11.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 11.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefore, if any.
- 11.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect

and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications related to asbestos and lead paint survey and/or abatement documentation to its preparer.

#### **Article 12. Liability of District**

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

#### **Article 13. Nondiscrimination**

- 13.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 13.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

#### **Article 14. Insurance**

- 14.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 14.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

#### **Article 15. Covenant against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other

consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 16. Entire Agreement/Modification**

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

**Article 17. Non-Assignment of Agreement**

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 18. Law, Venue**

18.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

18.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**Article 19. Alternative Dispute Resolution**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

**Article 20. Attorneys' Fees**

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or

proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

**Article 21. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Article 22. Employment Status**

- 22.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 22.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the

foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.

- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 23. Certificate of Architect**

- 23.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 23.2. Architect certifies that it is aware of the provisions of the California Labor Code that 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 it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 23.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

**Article 24. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

**Article 25. Notice & Communications**

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

**District:**  
Solano Community College District  
C/O Kitchell  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

ATTN: Pam Kinzie  
Pam.Kinzie@Solano.edu

**Architect:**  
CA Architects  
475 Gate Five Road, Suite 107  
Sausalito, CA 94964

ATTN: Joshua Cohn  
jcohn@ca-arch.com

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

## **Article 26. District's Right to Audit**

- 26.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 26.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 26.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 26.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 26.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 26.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

**Article 27. Other Provisions**

- 27.1. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Architect’s willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect’s liability for indirect cost impacts, the direct costs for change orders which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 27.2. 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 this Agreement for all damages to the District caused by Architect’s failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

**Article 28. Exhibits “A” through “F”** attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**SOLANO COMMUNITY COLLEGE DISTRICT**

**CA ARCHITECTS**

Date: \_\_\_\_\_, 2017

Date: \_\_\_\_\_, 2017

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

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

Name: Lucky Lofton

Name: Joshua Cohn

Title: Executive Bonds Manager

Title: Principal

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF ARCHITECT**

Architect shall provide all professional services necessary for completing the following:

#### **A. SCOPE OF PROJECT**

1. Project Name: VACAVILLE CLASSROOM BUILDING (ANNEX) RENOVATION PROJECT  
Construction Cost Budget: \$3,339,932

#### **B. BASIC SERVICES**

Architect agrees to provide the Services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
  - a. Physical characteristics;
  - b. Legal limitations and utility locations for the Project site(s);
  - c. Written legal description(s) of the Project site(s);
  - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - e. Adjacent drainage;
  - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

Architect shall visually verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** If part of the scope of the project, Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.
- 6. **District Standards.** Architect shall incorporate in to its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to
  - a. Facilities Master Plan, Book 2: District Standards Revised 3-16-16,
  - b. Interior Signage Standards 3-16-16,
  - c. Program Level FF&E Guideline for External Design Consultants 8-14-15, and
  - d. Current District Telecom Standards.

7. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## C. PRE-DESIGN AND START-UP SERVICES

### 1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule Milestones set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Schedule of Services to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimate review that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. There will be two concurrent scopes of work:
  - (i) REH Revised Final Report, including roof truss strengthening and testing (concurrent with design phase of scope below)
  - (ii) DSA Design, Documentation and Certification of the Renovation Project
- c. Attend a Project Kick-Off Meeting and review the developed Schedule of Services work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications. Review and confirm the project scope with the District and its representatives, based upon the preliminary cost estimate previously developed by the Architect.

### 2. Deliverables and Numbers of Copies

Based upon discussions at the Project Kick-Off Meeting, Architect shall finalize the Schedule of Services and submit electronic file for the District's approval. Architect shall also prepare and submit Minutes from the Kick-Off Meeting.

### 3. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

Kick-Off Meeting

Other meetings and/or site visits as may be necessary to finalize Schedule of Services for both concurrent work efforts.

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## **D. FINAL REH REPORT SERVICES**

Based on the results of the prior truss inspection, Architect shall prepare for the District's review and bidding, design/construction bid documents for strengthening of nine roof trusses that were identified in the inspection report as potentially substandard. Architect shall provide bid phase and construction phase services for the strengthening work, including final onsite review and acceptance of Contractor's work.

Architect shall prepare requirements for an expanded testing program of the roof trusses, per DSA requirements. This is anticipated to include the failed/repaired truss, the nine strengthened trusses, and six randomly selected trusses. Architect shall coordinate services of District retained testing company, including onsite oversight of testing.

Following testing and receipt of the testing report, Architect shall revise the Final REH Report, and submit to DSA for review, and conduct activities as needed to obtain approval.

### **1. Deliverables and Number of Copies**

Architect shall prepare and submit an electronic copy of the following:

- 95% bid docs for strengthening of roof trusses or District review
- 100% bid docs for strengthening of roof trusses
- Final report of review and acceptance of Contractor's roof truss strengthening work
- Testing requirements for trusses and designation of the trusses to be tested

Architect shall prepare and submit an electronic copy of the Final REH Report submitted to DSA for review and approval. Architect shall prepare and submit an electronic copy and two hard copies of the DSA approved Final REH Report.

Architect shall also prepare and submit Minutes from any meetings during this phase of services, and field observation reports for any separate site visits.

### **2. Meetings**

Weekly progress meetings with Owner, telecon except that every 3 weeks shall be in person at Owner's office or site. Architect shall meet with DSA as necessary to ensure timely approval of the Final REH Report.

## **E. DESIGN DEVELOPMENT PHASE**

Architect shall prepare the Design Development Phase documents consisting of the following, at a minimum, for each proposed system within Architect's scope of work:

### **1. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical, plumbing, electrical, civil, and landscape materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.

### **2. Architectural**

- a. Scaled, dimensioned floor plans.
- b. Building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations.
- d. Identification of all fixed equipment to be installed in Project.
- e. New interior finishes identified and located within the rooms.
- f. Enlarged plans of restrooms in which work will be done.
- g. Roof plan, indicating proposed roofing types and locations.
- h. Site plan completely drawn with beginning notes and dimensions calling out any areas of work.
- i. Preliminary development of details and large scale blow-ups.
- j. Legend showing all symbols used on drawings.
- k. Floor plans identifying all fixed and major movable equipment and furniture if needed for DSA approval.
- l. Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape, systems and equipment.
- m. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels, if applicable.

### 3. **Structural**

- a. Structural drawings with all major work called out.
- b. Enlarged details for key elements.
- c. Preliminary specifications.
- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.

### 4. **Mechanical and Plumbing**

- a. Heating and cooling load calculations as required.

- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Any ductwork and pipe run modifications needed to interface with structural.
- d. Plumbing plans for the Project shall indicate numbers and locations of fixtures and be in conformance with the code-mandated fixture count requirements of the Project.
- e. Plans should indicate existing fire suppression system, and call out any new modifications.
- f. Devices in ceiling should be located.
- g. Legend showing all symbols used on drawings.
- h. Outline Specifications indicating quality level and manufacturer.
- i. Control Systems identified.
- j. Evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase if needed.

**5. Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of existing fixtures to be used, including lighting levels for each usable space. Indicate the same for any new fixtures that may be required.
- 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 switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, bell system, voice data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. Outline Specifications indicating quality level and manufacture.
- f. Evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase if needed.

**6. Civil**

- a. Identify any surface improvements including roadways, walkways, preliminary finish grades and drainage.
- b. Include details as relevant.

- c. Outline Specifications indicating material assumptions, requirements for any trench backfill material and compaction.

## 7. **Landscape**

Develop plans for any restoration of landscaped areas that will be disturbed by the project work. Call out areas on the site plan and describe hardscape, planting, ground cover, and irrigation system work that may be required.

## 8. **Construction Cost**

- a. Review and comment on the Design Development Estimate provided by District consultant based on Architect's 100%DD submittal plans and outline specifications. The Architect shall coordinate with the District and the Construction Manager to further review and reconcile the construction cost estimate. The estimate may be revised based on Architect's comments, and will be the cost acknowledged by the District. It is the Architect's responsibility to ensure that the plans and outline specifications submitted to the estimating consultant reasonably and adequately describe all work envisioned in the project.

The estimate will be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Contractor's mark-ups, general conditions, bonds, estimating contingency and escalation will be listed separately.

- b. If the Construction Cost Estimate exceeds the District's Construction Budget, Architect and sub-consultants shall work with the District, Construction Manager and estimating consultant to identify 'value engineering' changes to the design to bring the project back into budget. Architect shall make the approved changes in the construction documents phase, at no additional cost to the District.

## 9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Three copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Three copies of Outline Specifications;
- c. One copy of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Estimate has been accepted and approved by the District at no additional cost to the District.

## 10. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

Weekly phone conference progress meetings

Progress meetings as established in the approved Schedule of Services, but  
no less frequently than every three weeks

50% DD progress meeting

Site visits as needed

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## **F. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

### **1. Construction Documents ("CD") 50% Stage:**

#### **a. General**

Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the contractor in a timely fashion so as not to delay the Project.

#### **b. 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 and approved 'value engineering' changes.
- (iii) Architectural details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules, if applicable.
- (v) Site utility plans started, if applicable
- (vi) Fixed equipment details and identification started, if applicable
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

#### **c. 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.

#### **d. Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.

- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Energy Management System (“EMS”), if new system.

e. **Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

f. **Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

g. **Landscape**

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

h. **Construction Cost Estimate**

- (i) Review and comment on the Construction Cost Estimate provided by District consultant based on Architect’s 50%CD submittal plans and specifications. The Architect shall coordinate with the District and the Construction Manager to further review and reconcile the construction cost estimate. The estimate may be revised based on Architect’s comments, and will be the cost acknowledged by the District. It is the Architect’s responsibility to ensure that the plans and specifications submitted to the estimating consultant reasonably and adequately describe all work envisioned in the project.
- (ii) If the Construction Cost Estimate exceeds the District’s Construction Budget, Architect and sub-consultants shall work with the District, Construction Manager and estimating consultant to identify ‘value engineering’ changes to the design to bring the project back into budget. Architect shall make the approved changes in the construction documents phase, at no additional cost to the District.

i. **Specifications**

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

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

**j. Deliverables and Numbers of Copies**

Architect shall provide to the District an electronic copy of the following items produced in this phase:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and

**k. Meetings**

- (i) During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.
  - Weekly phone conference progress meetings
  - Progress meetings as established in the approved Schedule of Services, but no less frequently than every three weeks
  - 50% CD progress meeting
  - Site visits as needed

**2. Construction Documents – 95% Completion Stage:**

**a. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.

- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

**b. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

**c. Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

**d. Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

**e. Civil**

All site plans, site utilities, parking and roadway systems completed.

**f. Construction Cost Estimate**

- (i) Review and comment on the Construction Cost Estimate provided by District consultant based on Architect's 95%CD submittal plans and specifications. The Architect shall coordinate with the District and the Construction Manager to further review and reconcile the construction cost

estimate. The estimate may be revised based on Architect's comments, and will be the cost acknowledged by the District. It is the Architect's responsibility to ensure that the plans and specifications submitted to the estimating consultant reasonably and adequately describe all work envisioned in the project.

- (ii) If the Construction Cost Estimate exceeds the District's Construction Budget, Architect and sub-consultants shall work with the District, Construction Manager and estimating consultant to identify 'value engineering' changes to the design to bring the project back into budget. Architect shall make the approved changes in the construction documents phase, at no additional cost to the District.
- (iii) At this stage of the construction documents, the Construction Cost Estimate shall not include any design contingencies.

**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.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.
- (v) Coordination of the Specifications with specifications developed by other disciplines.
- (vi) Specifications shall be in CSI format.

**h. Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

**i. Constructability Review**

The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing community college facilities and applicable requirements of federal, state, and local law.

**j. Deliverables and Numbers of Copies**

Architect shall provide to the District electronic copies of the following items produced in this Phase:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Final statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (v) DSA file including all correspondence, meeting, minutes or reports, back check comments, checklists to date; and

**3. Construction Documents Final Back-Check Stage – 100% Completion Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Architect's work and DSA approval shall be the 100%CD Bid Set and shall consist of electronic copies of the following:
  - (i) Drawings: with each Architect/Consultant's State license stamp.
  - (ii) Specifications: in CSI format, including Owner's front-end sections as provided by Owner.
- c. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

Weekly phone conference progress meetings

Progress meetings as established in the approved Schedule of Services, but no less frequently than every three weeks

95% CD progress meeting

Site visits as needed

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## **G. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Bidding Phase services for District as follows:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend mandatory pre-bid conference.
7. Attend bid opening if requested by District.
8. Coordinate with Consultants.
9. Respond to District and potential bidder questions and clarifications.
10. Deliverables and Number of Copies

Architect shall provide to the District an electronic copy of the following items produced in this phase:

- a. Meeting report/minutes from kick-off meeting;
- b. Meeting report/minutes from pre-bid conference; and
- c. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with an electronic copy of plans and specifications marked as a Conforming Set.

## H. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall perform Construction Administration Phase services for the District as follows:

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight Process**
  - a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
  - g. Architect shall respond to DSA field trip notes as necessary.
  - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
  - i. Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1)

when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Architect are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

### 3. Change Orders

- a. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- b. Architect shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these construction change documents and drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### 4. Submittals

- a. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - b. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
  - c. Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty-one (21) calendar days from its receipt by the Architect. Architect's response to each submittal shall be a substantive and acceptable response. This 21-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Architect must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this

provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.

6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that Architect may observe. However, Architect shall not be a guarantor of the contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders. During construction, Architect shall periodically check Contractor's ongoing documentation of as-built information to ensure that documentation is occurring as work is being placed.
8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction contractor's representations of actual construction. Architect shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies in construction following the acceptance of the contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

## 12. Deliverables and Number of Copies

Architect shall provide to the District an electronic copy of the following items produced in this phase:

- a. Meeting report/minutes from kick-off meeting;
- b. Observation reports; and
- c. Minutes from weekly meetings.
- d. Final Record Drawings and Specifications

## 13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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## I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and M&O documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
3. **Deliverables and Number of Copies**  
Architect shall provide to the District an electronic copy of the following items produced in this phase:
  - a. Punch lists
  - b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

#### 4. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

## **J. MEETINGS / SITE VISITS / WORKSHOPS**

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. 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.

### **2. General Meeting, Site Visit, and Workshop Requirements**

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.

### **3. Meetings During Project Initiation Phase**

- a. Within the first week following execution of the Agreement, Architect shall participate in one Project kick-off meeting for to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - (ii) The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - (iii) During this meeting, Architect shall:
    - (A) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - (B) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - (C) Provide copies of Architect's proposed Schedule of Services for review, discussion and refinement. Review and explain the scope of

work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- (D) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**4. Initial Site Visits**

- a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.

**5. Meetings During Design Development Phase**

- a. Conduct weekly telecom meetings with design team, District and construction manager; on-site meetings every third meeting with Architect and structural engineer, District and construction manager.
- b. Attend and take part in meetings to review and reconcile cost estimates, or identify value-engineering strategy if necessary. Every attempt will be made to include this type of activity in a weekly meeting.
- c. If necessary and requested by the District, attend value engineering workshop, including all of Architect's consultants, the District, and the Construction Manager. This workshop may be ongoing and may include several meetings.
- d. Meetings with DSA as needed for the Final REH Report.

**6. Meetings During Construction Documents Phase**

- a. Conduct weekly telecom meetings with design team, District and construction manager; on-site meetings every third meeting with Architect and structural engineer, District and construction manager.
- b. Attend and take part in meetings to review and reconcile cost estimates, or identify value-engineering strategy if necessary. Every attempt will be made to include this type of activity in a weekly meeting.

**7. Meetings During Bidding Phase**

- a. Attend and take part in one pre-bid conference meeting, with all potential bidders, District staff, and Construction Manager.
- b. Conduct one kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**8. Meetings During Construction Administration Phase**

- a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve

discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.

- b. Attend weekly Construction Meetings with District staff, Contractor, and Inspector to review with District staff the progress of the work.
- c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

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## EXHIBIT "B"

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by contractor and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b>Job Title</b>	<b>Hourly Rate</b>
Architectural Principal In Charge	\$200.00
Architectural Project Designer	\$105.00
Architectural Staff/Clerical	\$75.00
Structural Senior Engineer	\$150.00
Structural Staff Engineer	\$120.00
Mechanical/Plumb Senior Engineer	\$200.00
Mechanical/Plumbing Staff/Clerical	\$90.00
Electrical Senior Engineer	180.00
Electrical Staff/Clerical	\$80.00
FP/FA Senior Engineer	\$200.00
Civil Senior Engineer	\$180.00
Civil Drafter	\$110.00

## EXHIBIT "C"

### SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). It is acknowledged that there are two concurrent work efforts:
1. Final REH Report, including additional testing, preparation of the Final (revised) REH Report, submittal to DSA, DSA review and approval.
  2. Construction documents, bid phase services, construction administration for renovation of the building and certification by DSA.

The Schedule of Services should include all meetings with the District, as well as activities and testing required for the Final REH Report such that the milestone dates in Section B below can be accomplished. The Architect will prepare the proposed Schedule of Services for discussion and confirmation with the District at the Kick-Off Meeting.

B. PROJECT SCHEDULE MILESTONES:

1 <sup>st</sup> week	Kick-Off Meeting
March	
4/6/17	100% DD Submittal
5/4/17	50% CD Submittal
7/6/17	95% CD/DSA Submittal
10/4/17	Issue for Bid
10/26/17	Bids Due
11/15/17	Construction Contract to Board
11/27/17	Start Construction
5/31/18	Construction Completion

- C. Construction must be completed and the building by DSA approved for occupancy by May 31, 2018, as the building is needed for summer school classes while the Vacaville Center building across the street is being renovated.
- D. Allow two weeks following each formal submittal for cost estimate and District review comments. Architect shall proceed with design during this time.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

**EXHIBIT "D"**

**PAYMENT SCHEDULE**

**A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect’s Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit “A,”** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit “B,”** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect based on percent completed per billing period per the following fees per phase or activity:

<b>Fee Schedule</b>	
Final REH Report:	
• Truss Strengthening Design	\$7,720
• Truss Testing/Coordination/Inspection	\$12,400
• DSA Submittal and Approval	\$14,600
Design Phase	\$72,020
Construction Documents Phase	\$132,190
DSA Pre-Application Review	\$6,200
Bidding/DSA Permit Phase	\$34,200
Construction Administration, including Close Out	\$92,100
DSA Certification	\$3,500
<b>TOTAL COMPENSATION</b>	<b>\$368,790</b>

**B. Method of Payment**

1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District’s authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect’s monthly pay request format.

4. Upon receipt and approval of Architect's invoices, except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:
  - a. **Final REH Report:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon receipt of DSA approval.
  - b. **For Design Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the 100% Design Development Phase by the District.
  - c. **For Construction Documents Phase:**

Monthly payments for percentage of all Services complete up to ninety-five percent (90%) of the fee for the phase once 90%CD plans submitted to the District and to DSA; one hundred percent (100%) payment upon DSA plan approval, and receipt, acceptance and approval of the 100% Construction Documents by the District.
  - d. **For Bidding/Permit Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
  - e. **For Construction Administration Phase, including Close Out:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's notice of completion.
  - f. **DSA Certification:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after District receipt of DSA Certification.
  - g. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's and sub-consultants' invoices to include detailed explanations of the Services performed.

## EXHIBIT "E"

### INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage; two million dollars (\$2,000,000) General Aggregate.
  2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per occurrence for bodily injury and property damage; two million dollars (\$2,000,000) General Aggregate.
  3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
  5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for one million dollars (\$1,000,000) aggregate limit subject to no more than twenty five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds twenty five thousand dollars (\$25,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

**G. Verification of Coverage:** Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.



By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

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

Proper Name of Firm: \_\_\_\_\_

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

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

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

[END OF DOCUMENT]

