

**Solano Community College District
CAPITAL IMPROVEMENT PROGRAM**

**REQUEST FOR QUALIFICATIONS (RFQ #19-007)
M.E.P. ENGINEERING SERVICES POOL**

BACKGROUND

In November 2012, the voters approved Bond Measure Q for facility improvements at Solano Community College District ("District"). Funding is planned for new construction and renovation of classrooms, other buildings, and infrastructure.

REQUEST FOR QUALIFICATIONS

At this time, the District is seeking to establish a pool of qualified firms to provide Mechanical, Electrical, and Plumbing Engineering Services (M.E.P.) for various capital projects. The District is looking for firms with all three disciplines in-house. The pool will include up to three (3) firms who understand the wide range of M.E.P. Engineering needs inherent to community college bond programs, who are sufficiently experienced to meet those needs, can provide all three services in-house, and are located within a reasonable distance from the District's campuses.

Experienced firms interested in being considered for inclusion in this pool must submit a Statement of Qualifications ("SOQ") as set forth in this Request for Qualifications ("RFQ"), which defines the services sought by the District and generally outlines the requirements for submittal. The actual number of teams selected for the pool will vary based on qualifications and the right fit for the District. **Selection into the pool does not guarantee selection for any specific project.**

Respondents to this RFQ must mail or deliver one (1) unbound hard copy, five (5) bound copies and one (1) electronic copy (disk or flash drive, Word or PDF format) of the SOQ as further described herein, to:

**Solano Community College District
Attn: Laura Scott, Bond Purchaser
4000 Suisun Valley Road, Building 600, Room 605
Fairfield, CA 94534**

NON-MANDATORY PRE-SUBMITTAL CONFERENCE, 1:00 P.M., TUESDAY, FEBRUARY 26, 2019, 4000 Suisun Valley Road, Building 1400 – Faculty/ Staff Lounge, Fairfield, CA 94534. Room entrance is located on the North side of Building 1400.

ALL RESPONSES ARE DUE BY 2:00 P.M. ON TUESDAY, MARCH 19, 2019.

FAX OR E-MAIL RESPONSES WILL NOT BE ACCEPTED.

Questions regarding this RFQ may be sent by email to Noe Ramos (noe.ramos@solano.edu) on or before March 8, 2019.

LIMITATIONS

The District reserves the right to contract with any entity responding to this RFQ. The District makes no representation that participation in the RFQ process or selection for inclusion in the pool of qualified teams will lead to an award of contract or any other consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ. The awarding of contracts for specific services, if at all, is at the sole discretion of the District.

The District reserves the right to reject any or all SOQs, waive any irregularities or informalities not affected by law, evaluate the SOQs submitted, include or exclude entities in or from the pool of qualified teams, and award a contract, if any, in a manner that best serves the interests of the District at a reasonable cost to the District.

The District affirms that minority and other disadvantaged business enterprises will be afforded full opportunity to submit a response to this RFQ, and that no responding individuals will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability during consideration for the award.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the date of issuance of this RFQ and ending on the date of the establishment of the pool of qualified firms, no person or entity submitting an SOQ, nor any officer, employee, representative or agent representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFQ, the evaluation or selection process or the award of the contract(s) with any member of the District's Governing Board, selection committee members, District's Program Manager, any member of the Citizens' Bond Oversight Committee, or any District employee except for requests for clarification and questions as allowed herein. Any such contact may be ground for disqualifying the person or entity submitting an SOQ.

SCOPE OF SERVICES

- A. **The Scope of Services** may vary for each individual project but generally is intended to include full engineering services through the design and construction phases of the specific projects. The Scope of Services may, as required by the project, include site evaluation and investigation, preparation of biddable documents, construction administration and assistance in development of a Project Budget for the specific project. The Project Engineer may be required to meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for project development.

The District is seeking firms with the following characteristics:

- A firm with "in-house" Mechanical Engineering, Electrical Engineering, and Plumbing Engineering services.
- Demonstrated experience with modernization, new construction, expansion, and renovation projects for California community college, other higher education

campuses, and K12 school districts.

- Demonstrated experience maintaining project budgets during design and maintaining low rates of design related change orders during construction.
- Capability to provide adequate staffing and resources to support project(s) and a track record of maintaining key staff through the duration of project(s).
- Office located within 60 miles from the Fairfield Campus.
- Have an established Quality Assurance/Quality Control program.
- Successful experience working with Division of the State Architect (DSA).

B. Prospective Projects

The following is a list of projects anticipated (but not guaranteed) to be initiated over the next five years:

- **Fairfield Campus**
 - Performing Arts Center Addition (Phase 2)
 - Horticulture (Phase 2)
 - Small Capital Projects
 - Infrastructure Upgrade Projects
- **Vacaville Center**
 - Annex Building Mechanical Unit and Roofing Replacement
 - Aeronautics Building – New or Renovation/Expansion; Parking Expansion
 - Small Capital Projects
- **Vallejo Center**
 - Career Technology Building
 - Learning Resource Center Building
 - Site and Infrastructure Improvements

SUBMITTAL FORMAT

Teams responding to this RFQ must follow the format below. Material must be in 8 ½ x 11-inch format, portrait orientation. Submittals should include divider tabs labels with boldface headers listed below (i.e., first tab titled “**Cover Letter**,” second tab “**Relevant Qualifications**,” etc.). Submittals are limited to a maximum of 20 numbered pages (double sided counts as two pages) of printed material excluding tabs, table of contents and covers. The appendix is not part of the page count.

1. Cover Letter

- Identify the name of the proposing entity and type of organization (e.g., sole submitter, joint venture).
- Provide a brief history of the proposing entity.
- Provide a summary of the entity’s philosophy and capabilities.
- Identify key entity members.
- Provide name, telephone number and e-mail address of entity’s primary contact person.
- Summarize proposing entity’s most relevant qualifications and experience.
- Acknowledge any addenda issued.
- Acknowledge and understand that for large projects, the successful entities will

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sign the standardized Agreement for Engineering Services, which contains the following indemnity provisions:

[10.1] To the furthest extent permitted by California law, Engineer 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 Engineer, its officers, employees, subcontractors, consultants, or agents.

[10.2] Engineer's obligation pursuant to [section 10.1] includes reimbursing 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. Engineer'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 Engineer 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 Engineer from amounts owing to Engineer.

- Acknowledge and understand that the successful teams will sign the standardized Independent Consultant Agreement for Professional Services for smaller sized projects, which contains the following indemnity provisions:

[13] To the furthest extent permitted by California law, Consultant 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, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that the Consultant proposes to defend the indemnified parties.

The following statement must be included in the cover letter:

"[Submitter's name] has received a copy of the standardized Agreement for Engineering Services (large projects) and the standardized Independent Consultant Agreement (small projects) used by Solano Community College District (District), including the indemnity provisions and professional liability insurance provisions contained therein. If given the opportunity to contract with the District, [submitter's name] has no substantive objections to the use of these agreements."

A copy of the District's Engineering/ Professional Services Agreement for large projects and a copy of the District's Independent Consultant Agreement for Professional Services for smaller projects is attached to this RFQ. In addition, the District may also choose to enter into a Master Services Agreements with prequalified consultants at a later date.

2. Relevant Firm Qualifications

- Describe your firm's approach to ensuring that project design stays within client construction cost budget during the design phase.
- Describe your experience with construction cost reduction measures such as, but not limited to, value engineering in design phase.
- Describe your firm's approach to cost estimating, including some history of cost estimates versus actual bid amount, on three school projects awarded in the last five years.
- Identify established methods and approaches utilized by your firm to successfully meet completion deadlines.
- Describe your firm's approach to quality assurance / quality control procedures, including coordination of design disciplines.
- Describe experience working with DSA and code requirements.
- Describe your firm's experience with Design Build project delivery.
- Describe how your firm has incorporated the use of sustainable design and meeting LEED guidelines.

3. Relevant Project Experience

Provide information about prior services/design documents prepared by your team in the last seven (7) years on at least seven (7) and no more than ten (10) public works projects, including at least five (5) projects on higher education campuses (preferably community colleges).

Provide the following information for each project listed:

- Project name, type of project, location, and construction completion date.
- Approximate square footage, construction cost, and delivery method of project.
- Key individuals of the proposing entity who were involved and their roles in the project.
- Owner's name and name of owner's contact person, title, telephone number and email address (to be contacted for reference).

4. Project Entity Summary

- Identify location(s) of office(s) from which projects will be staffed.
- Identify key individuals being proposed. Briefly state each individual's qualifications and experience relevant to the requested services and the scope of each's anticipated involvement in this assignment.
- Provide an organization chart.
- Include current fee schedule per hour for proposed firm member(s).
- **Firm must be able to provide mechanical/electrical/plumbing engineering services in-house.**

5. Litigation History

Provide a five-year summary of the entity's litigation, arbitration and negotiated/settled history with previous clients. State the issues in the litigation, the status of the litigation,

names of parties, and outcome. Failure to provide the requested information, or responses that assert attorney-client privilege, may deem the SOQ non-responsive.

6. Appendix (not included in page count)

- Resumes for key individuals
- Additional information pertinent to this submittal (optional)

SELECTION CRITERIA

Each SOQ must conform and be responsive to the requirements set forth in this RFQ. Incomplete SOQs may be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a team is responsive, responsible and qualified. SOQs will be evaluated on the basis of submittals, additional investigations, and/or interviews.

A. Submittal Evaluation

A selection committee will evaluate all SOQs as submitted in Sections 1-6 of the submittal format above, including, without limitation:

- Firm and Staff Qualifications
 - Demonstrated experience with projects for California community colleges, other higher education campuses, and K12 school districts.
 - Demonstrated experience maintaining project budgets during design.
 - Demonstrated experience with construction cost reduction measures.
 - Timeliness of work and ability to meet schedules.
 - Demonstrated experience with quality assurance/ quality control measures for design documents.
 - Project Architect's knowledge of applicable local and State regulations.
 - Experience working on projects with different types of delivery methods.
 - Demonstrated experience in sustainable design/ LEED.
 - Current commitments and capacity; entity's ability to handle several simultaneous projects
 - Location of the entity's nearest office and accessibility to the projects
 - Reputation of individual firms as determined by references from previous clients
 - Litigation history
 - Firm's ability to provide M.E.P. services in-house

B. District Investigations

The District reserves the right to investigate and rely upon information from other available sources in addition to documents or information submitted in the SOQ. The District may also ask a submitting entity to submit additional information pertinent to the review process.

C. Interviews

The District, at its sole discretion, may elect to interview one or more submitting entities. The interview will provide an additional opportunity for the District's selection committee to

review the team's qualifications and experience, and other matters the committee deems relevant.

If an entity is requested to come for an interview, the key individuals listed in the SOQ must attend the interview.

Following the evaluation process, the selection committee will make recommendations to the District regarding selection of entities for inclusion in the qualified pool.

D. Final Determination and Award

The District reserves the right to contract with any entity responding to this RFQ for all or any portion of the work described herein and/or in an Agreement offered to the entity, to reject any SOQ as non-responsive, and/or not to contract with any firm submitting an SOQ for the services described herein. The District makes no representation that participation in the RFQ process will lead to an award of contract or any consideration whatsoever. The District reserves the right to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any SOQ in response to this RFQ, including any supporting materials.

The awarding of a contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the successful proposing architectural services firm will be given the option not to agree to enter into the Agreement and the District will retain the right to negotiate with any other proposing firm.

The Respondent's SOQ package, and any other supporting materials submitted to the District in response to this RFQ will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned.

RFQ RESPONSE SCHEDULE SUMMARY

The District reserves the right to change the dates on the schedule below without advance notice. It is the submitter's responsibility to verify dates.

*Solano Community College District
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DATE	EVENT	TIME / DEADLINE
February 13, 2019	Release and advertisement of RFQ #19-007	
February 26, 2019	Non-Mandatory Pre-submittal Conference	1:00 p.m.
March 8, 2019	Deadline for submittal of written questions to District concerning RFQ	5:00 p.m.
March 13, 2019	Answers to written questions posted on the District website	4:00 p.m.
March 19, 2019	Deadline for Submittal	2:00 p.m.
April 2, 2019	If required, release of short-listed teams selected to interview	5:00 p.m.
April 9, 2019	Interviews of short-listed teams if determined by the District that interviews are required	TBD
May 15, 2019	Anticipated Board of Trustees Approval of Qualified Pool.	

WE THANK YOU FOR YOUR INTEREST IN THIS CONSTRUCTION PROGRAM

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AGREEMENT FOR ENGINEERING SERVICES

SOLANO COMMUNITY COLLEGE DISTRICT

WITH

[NAME OF ENGINEERING FIRM]

FOR

[NAME OF PROJECT]

[DATE]

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AGREEMENT FOR ENGINEERING SERVICES

This Agreement for Engineering Services is made as of [REDACTED], 2013, between the Solano Community College District, a California community college district, ("District") and [REDACTED] ("Engineer") (collectively "Parties"), for the following project ("Project"):

[INSERT BRIEF DESCRIPTION OF THE PROJECT THAT INCLUDES THE ADDRESS OF THE PROJECT SITE]

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. **As-Built Drawings ("As-Built"):** 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.
 - 1.1.3. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Engineer ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.4. **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 Engineer 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.
 - 1.1.5. **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.
 - 1.1.6. **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.
 - 1.1.7. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Engineer, 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 Engineer and the Engineer's Consultants, the cost of land, rights-of-way, financing or other

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costs which are the responsibility of the District, including construction management.

- 1.1.8. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Engineer.
- 1.1.9. **District**: The Solano Community College District.
- 1.1.10. **DSA**: The Division of the State Engineer.
- 1.1.11. **Engineer**: The Engineer identified in the first paragraph of this Agreement, including all Consultants to the Engineer.
- 1.1.12. **Project**: [FILL IN DESCRIPTION OF PROJECT].
- 1.1.13. **Record Drawings**: A final set of drawings prepared by the Engineer 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 Engineer 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 Engineer

- 2.1. Engineer shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Engineer's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Engineer shall provide Services that shall comply with professional engineering standards, including the standard of care applicable to engineers 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 Engineer's scope of work may be adjusted accordingly.
- 2.4. Engineer acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Engineer 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

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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. Engineer 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 Engineer shall develop a grading and drainage plan and a site plan from Engineerural 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 Engineer.

2.5. Engineer shall contract for or employ at Engineer's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, Engineers, 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 Engineer'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 Engineer under terms of the Agreement. Engineer shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Engineer shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.6. Engineer 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 Engineer employs Consultant(s), the Engineer shall ensure that its contract(s) with its Consultant(s) include

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language notifying the Consultant(s) of State labor compliance, if applicable.

- 2.7. Engineer 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 Engineer, 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 Engineer'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. Engineer 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. Engineer shall direct and monitor the work of the District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Engineer shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.10. Engineer shall give efficient supervision to Services, using its best skill and attention. Engineer 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 Engineer or its employees may discover, in writing, with a copy to District's Project Inspector(s). Engineer shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Engineer recognizes that the District may obtain the services of a Construction Manager and that Engineer may have to assume certain coordination and management responsibilities, including tracking

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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 Engineer 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 Engineer's design documents. Engineer 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. Engineer 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, Engineer 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 Engineer 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. Engineer Staff

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

Principal In Charge: _____

Project Director: _____

**AGREEMENT FOR ENGINEERING SERVICES
SOLANO COMMUNITY COLLEGE DISTRICT**

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Project Engineer(s): _____

Project Engineer(s): _____

Other: _____

Major Consultants:

Engineerural: _____

Electrical: _____

Mechanical: _____

Structural: _____

Civil: _____

Other: _____

- 3.3. Engineer 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 Engineer. 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 Engineer 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. Engineer represents that Engineer 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 Engineer.
- 3.6. Engineer 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

Engineer 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 Engineer to perform Services on time as specified in this Agreement is a

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material breach of this Agreement. It shall not be a material breach if a delay is beyond the Engineer's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Engineer hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with **Exhibit "A,"** the Engineer shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Engineer.
- 5.2. Engineer 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 Engineer will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Engineer shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 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 Schematic 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:
 - 5.3.2.1. Give Engineer written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2.2. Authorize Engineer to re-negotiate, when appropriate, and/or 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.
 - 5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.2.4. Within three (3) months time of receipt of bids, instruct Engineer to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost

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Budget for re-bidding at no additional cost to the District.

Article 6. Fee and Method of Payment

6.1. The District shall pay Engineer for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to _____ Dollars
(\$ _____) based on the rates set forth in **Exhibit "D."**

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

6.3. Engineer 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 Engineer's error or omission.

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

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

Article 7. Payment for Extra Services or Changes

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Engineer's Fee are "Extra Services."

Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Engineer without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Engineer will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Engineer confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Engineer.

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 Engineer or its Consultants prepare or cause to be prepared pursuant to this Agreement.

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- 8.2. Engineer retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Engineer or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Engineer shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology (CADD) (e.g., AutoCAD). Engineer shall deliver to District, on request, the files in pdf format, and the files(s) in native format and the name of the supplier of the software/hardware necessary to use the design file(s). As to any drawings that Engineer 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, Engineer and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Engineer produces the CADD information. The District agrees to release Engineer from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Engineer or its Consultant(s) subsequent to it being given to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Engineer 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 Engineer 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 Engineer's knowledge or participation or both, the District agrees to release Engineer of responsibility for such

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changes, and shall hold Engineer 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 Engineer 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 Engineer's full involvement, the District shall remove all title blocks and other information that might identify Engineer and its Consultants.

Article 9. Termination of Contract

- 9.1. If Engineer fails to perform Engineer's duties to the satisfaction of the District, or if Engineer fails to fulfill in a timely and professional manner Engineer's material obligations under this Agreement, or if Engineer 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 Engineer. In the event of a termination pursuant to this subdivision, Engineer 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 Engineer'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, Engineer 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. Engineer 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 Engineer to the District. Engineer may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Engineer'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, Engineer, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Engineer 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, Engineer shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Engineer's compensation shall be equitably adjusted to provide for expenses incurred in the

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resumption of the Engineer's Services. If the District suspends the Project for more than two (2) years, Engineer may terminate this Agreement by giving written notice.

Article 10. Indemnity/Engineer Liability

- 10.1. To the furthest extent permitted by California law, Engineer 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 Engineer, its officers, employees, subcontractors, consultants, or agents.
- 10.2. Engineer'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. Engineer'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 Engineer 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 Engineer from amounts owing to Engineer.

Article 11. Responsibilities of the District

- 11.1. The District shall examine the documents submitted by the Engineer and shall render decisions so as to avoid unreasonable delay in the process of the Engineer's Services.
- 11.2. The District shall verbally or in writing advise Engineer if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Engineer's documents. Failure to provide such notice shall not relieve Engineer of its responsibility therefore, if any.
- 11.3. Unless the District and Engineer agree that a hazardous materials consultant shall be a Consultant of the Engineer, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Engineer 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 Engineer. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Engineer, the specifications shall include a note to the effect that they are included in the Engineer's bid documents for the District's convenience and have not been prepared or reviewed by the Engineer. The note shall also direct questions about the specifications related to asbestos and lead paint survey and/or abatement documentation to its preparer.

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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 Engineer, or by its employees, even though such equipment be furnished or loaned to Engineer by District.

Article 13. Nondiscrimination

- 13.1. Engineer 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. Engineer shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 14. Insurance

- 14.1. Engineer shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 14.2. Engineer 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

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 Engineer, 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.

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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. Engineer 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. Engineer specifically acknowledges that in entering this Agreement, Engineer 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 Engineer, Engineer 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 Engineer and any such assignment, transfer, delegation or sublease without Engineer'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.

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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. Engineer 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 Engineer performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Engineer shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 22.2. Engineer understands and agrees that Engineer'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 Engineer, or any employee or Consultant of Engineer, 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 Engineer 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 Engineer for the District, upon notification of such fact by the District, Engineer shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Engineer under this Agreement (again, offsetting any amounts already paid by Engineer 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, Engineer shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Engineer is an employee for any other purpose, then Engineer 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

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court, arbitrator, or administrative authority determined that Engineer or its employees of 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 Engineer

23.1. Engineer certifies that the Engineer 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. Engineer 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. Engineer 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 Engineer is performing Services as part of "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Engineer 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

Engineer 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 _____ Fairfield, CA 94534 ATTN: _____ FAX: _____	Engineer: _____ _____ ATTN: _____ FAX: _____
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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.

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Article 26. Disabled Veteran Business Enterprise Participation (If Applicable)

Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the District on projects that use funds California Community College Chancellor's Office. This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Engineer, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating the Engineer's good faith efforts to meet these goals.

Article 27. District's Right to Audit

- 27.1. District retains the right to review and audit, and the reasonable right of access to Engineer's and any Consultant's premises to review and audit the Engineer'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 Engineer'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.
- 27.2. 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 Engineer is in compliance with all requirements of this Agreement.
- 27.3. 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.
- 27.4. Engineer shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Engineer 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, Engineer shall submit exact duplicates of originals of all requested records to the District.
- 27.5. Engineer shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 27.6. Engineer shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Engineer's Project-related records and information.

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Article 28. Other Provisions

- 28.1. Engineer shall be responsible for the cost of reviewing CCDs and/or change orders caused by the Engineer's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Engineer's liability for indirect cost impacts, the direct costs for change orders which Engineer 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 Engineer to District or the District may withhold those costs from amounts owing to Engineer.
- 28.2. 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 Engineer shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Engineer's failure to perform any of the Services furnished under this Agreement to the standard of care of the Engineer for its Services, which shall be, at a minimum, the standard of care of Engineers performing similar work for California school districts in or around the same geographic area as the District.
- 28.3. 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 29. Exhibits "A" through "E" [or **Exhibits "A" through "F" or "G" if Exhibits "F" or "G" are applicable**] 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**

Date: _____, 20_____

By: _____

Title: _____

Date: _____, 20_____

By: _____

Title: _____

**AGREEMENT FOR ENGINEERING SERVICES
SOLANO COMMUNITY COLLEGE DISTRICT**

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ENGINEER

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ENGINEER

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

A. SCOPE OF PROJECT

1. Project Name: [Insert]
- Construction Cost Budget: [Insert]

B. BASIC SERVICES

Engineer agrees to provide the Services described below:

1. Engineer 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 Engineer under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Engineer 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. Engineer 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. Engineer shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Engineer 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 Engineer'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;

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- 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.

Engineer 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 Engineer determines that the information or documentation the District provides is insufficient for purposes of design or if Engineer 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 Engineer shall request that the District acquire that information at the soonest possible time after Engineer becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Engineer, who may invoice the District for those services as Extra Services (unless they are already included in the base contract scope of services).

- 4. **Technology Backbone.** Engineer 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. Engineer and consultant(s) shall prepare and be responsible for documents prepared by the Engineer based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Engineer shall incorporate into its work and the work of all Consultants the adopted District Standards for facilities and construction.
- 6. **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 Engineer, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Engineer'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, Engineer shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services 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 Project schedule 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, programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Engineer 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. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Project Program

Engineer shall prepare for the District's review a Project Program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. **Construction Cost Budget**
 - (i) Engineer shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional Project Program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Engineer:

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- (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) categories for buildings being modernized.
 - (C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (D) Engineer shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (E) One week prior to submittal of documents, Engineer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Engineer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (F) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Engineer.

3. Presentation

Engineer, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility if applicable.

4. Deliverables and Numbers of Copies

Engineer shall provide to the District an electronic copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- a. Project Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- b. Site Plan;

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- c. Revised Construction Cost Budget;
- d. Final Schedule of Services;
- e. Meeting Minutes from Kick-off and other meetings; and
- f. Renderings provided to District for public presentation, if any.

5. **Meetings**

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

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Engineer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Engineer shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, project programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Engineer, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural, as applicable**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

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- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm 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.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm 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.

7. **Civil**

- a. Scaled site plans showing overall dimensions, identifying the various major areas and their relationship.

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

8. **Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Engineer is to use District's Standards for new construction and modernization in development of the Project design and specifications. Engineer 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.

10. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Engineer shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Engineer.
- e. Engineer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Engineer shall

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coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. Meetings

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

12. Deliverables and Numbers of Copies

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

- a. Breakdown of Construction Cost Budget as prepared for this Phase;
- b. Meeting minutes;
- c. Schematic Design Package with alternatives;
- d. Statement indicating any changes made to the Project Program and Schedule; and
- e. DSA file, including all correspondence and meeting notes to date, or notification in writing that Engineer has not met or corresponded with DSA.

13. Presentation

- a. Engineer shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

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E. DESIGN DEVELOPMENT PHASE

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

1. Architectural, as applicable:

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all proposed new buildings, existing buildings to be renovated and all architectural elements of the Project.
- d. Identification of all fixed equipment to be installed in Project.
- e. Interior finishes identified and located within the rooms of all buildings.
- f. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- g. Preliminary development of details and large scale blow-ups.
- h. Legend showing all symbols used on drawings.
- i. Floor plans identifying all fixed and major movable equipment and furniture.
- j. Further refinement of Outline Specifications for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- k. 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.

2. Structural

- a. Structural drawings with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.

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- d. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- e. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3. Mechanical

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- 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. Devices in ceiling should be located.
- f. Legend showing all symbols used on drawings.
- g. More developed Outline Specifications indicating quality level and manufacture.
- h. Control Systems identified.
- i. Further 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.

4. Electrical

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 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. More developed and detailed Outline Specifications indicating quality level and manufacture.

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- f. Further 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.

5. **Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.

7. **Bid Documents**

Engineer 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.

8. **Construction Cost Budget**

- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
- b. Design Development Estimate: This further revised estimate shall 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. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- c. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Engineer.
- d. Engineer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Engineer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- e. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

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9. Deliverables and Numbers of Copies

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

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project;
- b. Specifications;
- c. Revised Construction Cost Budget; and
- d. DSA file, including all correspondence and meeting notes to date, or notification in writing that Engineer 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 Budget has been accepted and approved by the District at no additional cost to the District.

10. Meetings

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

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F. CONSTRUCTION DOCUMENTS PHASE

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

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Details and large blow-ups started.
- (iv) Well developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (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.

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(iv) Complete design of Energy Management System (“EMS”).

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**

(i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.

(ii) Site utility plans at 50%CD development level.

(iii) Parking, walkway, and roadway layout and details at 50%CD development level.

(iv) Fixed equipment details and identification started.

g. **Landscape**

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

h. **Construction Cost Budget**

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Engineer shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Engineer shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.

(ii) The Construction Cost Budget for the Project must at no point exceed the District’s Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Engineer.

(iii) Engineer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Engineer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

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- (iv) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.

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**

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

- (i) Working drawings;
- (ii) Specifications;
- (iii) Statement of requirements for testing and inspection services for compliance with Contract Documents and applicable codes; and
- (iv) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

2. **Construction Documents – 100% / Completion Stage:**

a. **Architectural, as needed**

- (i) Completed site plan.

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- (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, schedules and details completed.

f. Construction Cost Budget

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- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Engineer shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Engineer.
- (iii) Engineer shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Engineer shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- (iv) At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

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 Engineer 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. 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 Engineer who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a

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constructability review does not excuse the Engineer's obligation to provide Services that shall comply with professional engineering standards, including the standard of care applicable to engineers designing community college facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Engineer shall provide to the District an electronic copy of the following items produced in this Phase:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Engineering calculations;
- (iv) Revised Construction Cost Budgets;
- (v) Statement of requirements for testing and inspection services for compliance with Construction Documents and applicable codes;
- (vi) DSA file including all correspondence, meeting, minutes or reports, back check comments, checklists to date; and
- (vii) Statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents Final Back-Check Stage:

- a. The Construction Documents final back-check stage shall be for the purpose of the Engineer incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Engineer 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 Engineer's work shall be the Bid Set and shall consist of the following:
 - (i) Drawings: PDF version electronic file(s) of all drawings on with each Engineer/Consultant's State license stamp and signature.
 - (ii) Specifications: PDF version electronic file(s) of technical specifications.
- c. Engineer shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

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4. Meetings

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

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G. BIDDING PHASE

Upon District's acceptance of Engineer's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Engineer 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 and/or Construction Manager.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Engineer. Nevertheless, Engineer 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 Engineer.
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 Engineer for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Engineer and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Engineer shall provide to the District electronic files of the following items produced in this phase:

- a. Meeting minutes from kick-off meeting;
- b. Meeting minutes from pre-bid site walk; and
- c. Upon completion of the Bidding Phase, Engineer shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Engineer shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

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H. CONSTRUCTION ADMINISTRATION PHASE

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

1. Engineer'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** (if Project is subject to DSA jurisdiction)
 - a. Engineer 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. Engineer 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. Engineer shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Engineer 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 Engineer to the Project Inspector and Laboratory of Record.
 - d. Engineer shall prepare and submit a Contract Information form (form DSA 102 or more current) for all construction contracts.
 - e. Engineer 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 Engineer or engineer or their qualified representative to observe construction.
 - f. Engineer 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. Engineer shall respond to DSA field trip notes as necessary.
 - h. Engineer 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. Engineer 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)

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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 Engineer are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.

3. Change Orders

- a. Engineer shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Engineer 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. Engineer 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 Engineer and shall be at no additional cost unless designated as Extra Services by the District. Electronic files of drawings or sketches and contract wording for change orders shall be submitted to the District for distribution.

4. Submittals

- a. Engineer 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. Engineer shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. Engineer shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
 - c. Engineer'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 Engineer's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by the Engineer. Engineer's response to each submittal shall be a substantive and acceptable response. This 14-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 Engineer's liability if it fails to prepare acceptable documents.
5. **RFIs.** During the course of construction as part of the basic services, Engineer 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 Engineer. Engineer'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

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

6. **Notices of Deficient Work.** On the basis of on-site observations, Engineer 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. Engineer shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that Engineer may observe. However, Engineer shall not be a guarantor of the contractor's performance.
7. **As-Built Drawings.** Engineer 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, and detailed by the District's construction contractor(s) on a Conforming Set.
8. **Record Drawings.** Engineer 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. Engineer 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 Engineer's final payment. Engineer 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. Engineer has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Engineer shall review equipment, operation and maintenance manuals provided by the contractor, and a complete set of warranty documents for all equipment and installed systems provided by the contractor, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Engineer shall also provide, at the District's request, 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 Engineer constitute Engineer's representation to the District that work has progressed to the point indicated to the best of Engineer's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

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12. Deliverables and Number of Copies

Engineer shall provide to the District electronic files of the following items produced in this phase:

- a. Meeting minutes from kick-off meeting;
- b. Field observation reports; and
- c. Weekly meeting reports.

13. Meetings

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

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SAMPLE AGREEMENTS

I. CLOSE OUT PHASE

1. As the Construction Administration Phase progresses, Engineer shall perform the following Close Out Phase services for the District as required in a timely manner:
 - a. Engineer 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. Engineer 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 Engineer's recommendation as to the adequacy of these items.
 - c. Engineer 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. Engineer shall respond to the DSA "90-day" letter.
 - e. Engineer shall obtain all required DSA approval of all Construction Change Documents and addenda to the contractor's contract.
 - f. Engineer shall prepare a set of As-Built Drawings for the Project, as required by the District.
 - g. Engineer shall review and prepare a package of all warranty and M&O documentation.
 - h. Engineer shall organize electronic files, plans and prepare a Project binder.
 - i. Engineer 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**
 - a. Punch lists; and
 - 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, Engineer shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

SAMPLE AGREEMENTS

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Engineer shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Engineer shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Engineer shall invite the District and/or its representative to participate in these meetings. Engineer shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
 - a. Engineer shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
 - b. Engineer 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, Engineer 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 () meeting(s))**
 - a. Within the first week following execution of the Agreement, Engineer shall participate in one Project kick-off meeting for to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Engineer, 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 Engineer to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Engineer 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) 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.

SAMPLE AGREEMENTS

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

4. Initial Site Visits () meeting(s)

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

5. Meetings During Project Program () meeting(s)

- a. Engineer shall participate in one public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Engineer's work on the Project and the schedule of use of the site during construction.
- b. Engineer shall conduct one site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

6. Meetings During Schematic Design Phase () meeting(s)

- a. Within the first two weeks following the start of the Schematic Design Phase, Engineer shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow Engineer to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Engineer's preliminary design. This workshop shall include the following:
 - (i) Engineer shall designate its team member duties and responsibilities.
 - (ii) Engineer and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Engineer and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
 - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.

SAMPLE AGREEMENTS

7. **Meetings During Design Development Phase () meeting(s)**
- a. At the time designated for completion of the Design Development package, Engineer shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
 - (ii) Engineer and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - b. **Value Engineering Workshop () meeting(s)**
 - (i) Engineer shall conduct value engineering workshop(s), as requested by the District, including all of Engineer's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
8. **Meetings During Construction Documents Phase () meeting(s)**
- a. Prior to beginning work on the fifty percent (50%) design package, Engineer shall conduct one meeting, per package or submittal, with the District to revise the Design Development package and receive comments.
 - b. At the time designated for completion of the fifty percent (50%) submittal package, Engineer shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Engineer and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
 - c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Engineer shall conduct one meeting, per package or submittal, with the District to review the following:
 - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
 - (ii) Engineer and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
9. **Meetings During Bidding Phase () meeting(s)**

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- a. Attend and take part in one meeting, per package or submittal, 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.
10. **Meetings During Construction Administration Phase () () meeting(s), plus weekly Project meetings until entire Project is complete)**
- a. Engineer 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. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be sixteen (16) meetings, per site, but Engineer acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
 - c. Engineer 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.
11. **Citizens' Bond Oversight Committee Meetings () () meeting(s) (if applicable)**

Engineer acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Engineer shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Engineer's design to the District's citizen bond oversight committee for review.

12. **Governing Board Meetings () () meeting(s)**

Engineer acknowledges that the District's governing board must approve all designs. Engineer shall, at the District's direction, attend District governing board meeting(s) and present the Engineer's design to the District's governing board for review and approval.

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SAMPLE AGREEMENTS

EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Engineer 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(s) and after Engineer 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, Engineer 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 Engineer 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 Engineer 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.

Job Title	Hourly Rate
Principal In Charge:	
Project Director:	
Project Engineer(s):	
Project Engineer(s):	
Other	
Other	
Other	
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed five percent (5%).

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EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Engineer shall prepare and submit for approval to the District a Schedule of Services showing the order in which Engineer proposes to carry out Engineer's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Engineer shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Engineer shall complete Services required under the Development of Project Program section within **calendar days** after written authorization from the District to proceed.
- C. Engineer shall complete Services required under the Schematic Design Phase within **calendar days** after written authorization from District to proceed.
- D. Engineer shall complete Services required under the Design Development Phase within **calendar days** after receipt of a written authorization from District to proceed.
- E. Engineer shall complete Services required under Construction Documents Phase within **calendar days** after written authorization from District to proceed, and as more specifically indicated below. Excluded from this duration is the time associated with the Construction Documents back-check stage.
- | | | |
|--|-----------------------------|----------------------|
| 1. 50% Submittal Package | <u> </u> | calendar days |
| 2. 100% Submittal Package | <u> </u> | calendar days |
| 3. Final Contract Documents after Final Back-Check Stage | <u> </u> | calendar days |
- F. The durations stated above include the review periods required by the District and all other regulatory agencies.
- G. 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, Engineer 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.

SAMPLE AGREEMENTS

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Engineer as provided herein shall be full compensation for all of Engineer'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 Engineer shall be as stated in Article 6 of the Agreement.
3. District shall pay Engineer as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Project Program Development Phase	<u>2.5%</u>
Schematic Design Phase	<u>10%</u>
Design Development Phase	<u>17.5%</u>
Construction Documents Phase-Submittal to DSA	<u>30%</u>
Approval by DSA	<u>5%</u>
Bidding Phase	<u>2%</u>
Construction Administration Phase	<u>23%</u>
Close Out Phase	<u>10%</u>
Generate Punch List 2%	
Sign Off On Punch List 2%	
Receive and Review All M & O Documents 2%	
Filing All DSA Required Close Out Documents 2%	
Receiving DSA Close Out, including DSA approval of the final set of Record Drawings 2%	
TOTAL BASE COMPENSATION	<u>100%</u>

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. Engineer shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Engineer shall submit to the District for approval a copy of the Engineer's monthly invoice format.

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4. Upon receipt and approval of Engineer'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. **Pre- Design/Project Program 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 Pre-Design/Project Program.
 - b. **For Schematic Design 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 Schematic Design Phase by the District.
 - c. **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 Design Development Phase by the District.
 - d. **For Construction Documents Phase:**

Monthly payments for 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 Construction Documents Phase by the District.
 - e. **For Bidding 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.
 - f. **For Construction Administration 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 notice of completion.
 - g. **For Close Out:**

Lump sum payment no sooner than thirty-five (35) days and no later than forty-five (45) days after completion of all items in this phase.
 - h. **Format and Content of Invoices:**

Engineer acknowledges that the District requires Engineer's invoices to include detailed explanations of the Services performed. For example,

SAMPLE AGREEMENTS

a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, CCD and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

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EXHIBIT "E"

INSURANCE REQUIREMENTS (confirm coverage with risk management)

- A. Engineer 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 Engineer, his agents, representatives, employees and consultant(s). Engineer's liabilities, including but not limited to Engineer'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 Engineer'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.** [REDACTED] million dollars (\$ [REDACTED],000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** [REDACTED] million dollars (\$ [REDACTED],000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Engineer's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Engineer shall keep in full force and effect, a Workers' Compensation policy. Engineer 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 Engineer's employees who are subject to this Agreement, Engineer shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of [REDACTED] million dollars (\$ [REDACTED],000,000) per occurrence. Engineer 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 [REDACTED] million dollars (\$ [REDACTED],000,000) aggregate limit subject to no more than [REDACTED] thousand dollars (\$ [REDACTED],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.

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D. **Deductibles and Self-Insured Retention:** Engineer 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. Engineer's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Engineer 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 Engineer; Instruments of Service and completed operations of the Engineer; premises owned, occupied or used by the Engineer; or automobiles owned, leased, hired or borrowed by the Engineer. 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, Engineer'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 Engineer'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. Engineer'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. Engineer 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 Engineer to procure insurance from another insurer.

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G. **Verification of Coverage:** Engineer 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.

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EXHIBIT "F"

ROOFING PROJECT CERTIFICATION (delete if not applicable)

This form shall be executed by all architects, engineers, or roofing consultants who provide professional services related to the repair or replacement of a roof of a public facility where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District prior to the time professional services are engaged.

Certification of: Architect Engineer
 Roofing Consultant Other _____

I, _____ [Name], _____ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ [Name], _____ [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any Engineer, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Name], _____ [Name of Firm], have the following financial relationships with an Engineer, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

SAMPLE AGREEMENTS

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]

SAMPLE AGREEMENTS

EXHIBIT "G"

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(delete if not applicable)

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the District, the Respondent must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

SAMPLE AGREEMENTS

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

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INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES (ENGINEERING SERVICES)

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the _____ day of _____, 20__ by and between the Solano Community District, ("District") and _____ ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at _____ ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

- Services.** The Consultant shall provide services to assure that [INSERT PROJECT DESCRIPTION] will comply with the requirements of the engineering services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
- Term.** The term of this Agreement shall be for the duration of Services described hereto unless this Agreement is terminated and/or otherwise cancelled prior to that time. The Consultant shall provide all Services as indicated in the schedule attached as Table 1 to Exhibit "A."
- Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<input checked="" type="checkbox"/>	Signed Agreement
<input checked="" type="checkbox"/>	Workers' Compensation Certification
<input checked="" type="checkbox"/>	Fingerprinting/Criminal Background Investigation Certification
<input checked="" type="checkbox"/>	Insurance Certificates and Endorsements
<input checked="" type="checkbox"/>	W-9 Form
<input type="checkbox"/>	Other: _____

- Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars (\$_____). District shall pay Consultant according to the following terms and conditions:

- Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work

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actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services produce is as follows:

- 4.1.1. _____
- 4.1.2. _____
- 4.1.3. _____
- 4.1.4. _____
- 4.1.5. _____

4.2. **[OPTIONAL]** The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

4.3. **[OPTIONAL]** If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. _____

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

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- 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.
12. **Termination.**
- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **[OPTIONAL] For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.]

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12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ __,000,000
General Aggregate	\$ __,000,000
Professional Liability	\$ __,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ __,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising

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injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance,

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rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** 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 for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or

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deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District

4000 Suisun Valley Road

Fairfield, CA 94534

[FAX]

ATTN: _____

Consultant:

[NAME]

_____, California 9_____

[FAX]

ATTN: _____

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

- 25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
- 27. Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
- 30. Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

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33. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

34. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

35. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

36. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20____

Dated: _____, 20____

Solano Community College District

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: _____
 Limited Liability Company
 Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

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WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

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

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

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

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EXHIBIT "A"

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant's entire Proposal is **not** made part of this Agreement. **[IF A CONSULTANT PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]**

The Scope of Services may vary for each individual project but generally is intended to include full engineering services through the design and construction phases of the specific projects. The Scope of Services may, as required by the project, include site evaluation and investigation, preparation of biddable documents, construction administration and assistance in development of a Project Budget for the specific project. The Project Engineer may be required to meet, as needed, with District Facilities staff, neighborhood organizations, and upper level District administrators for project development.