

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO SALAS O'BRIEN FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS HYDRONIC SYSTEM MODERNIZATION –
PHASE 1 PROJECT

REQUESTED ACTION:

☐ Information OR ☒ Approval
☐ Consent OR ☒ Non-Consent

SUMMARY:

Board approval is requested for the award of a professional services contract to Salas O'Brien for architectural and engineering services for the Hydronic System Modernization Project for the Fairfield Campus. On December 4, 2024 the Board approved a contract for Salas O'Brien to conduct a Hydronic Distribution System Study to determine condition of the existing system. The study has since been completed, and it was determined that this project should move forward.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

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

Ed. Code: Board Policy: Estimated Fiscal Impact: \$646,000.00 Measure Q Bond Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Susan Wheet
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Susan Wheet
Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

September 5, 2025

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Kellie Sims Butler, Ph.D.
Superintendent-President

September 17, 2025

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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PHASE 1 PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The scope of the project is to repair and modernize the existing failing Hydronic Distribution System on the Fairfield Campus. This will include repairs to existing underground hydronic system piping, hydronic system vaults, and building mechanical rooms. This overall project will be executed in multiple phases, this agreement is for the first phase of the modernization effort.

The Consultant's scope of work includes full architectural and engineering services for the completion of the Design Documents, Sequencing, Cost Estimating, DSA (Division of the State Architect) Project Approval, and Bidding Assistance.

A proposal was requested from Salas O'Brien based upon their successful completion of the Hydronic Distribution System Study, which includes extensive knowledge and understanding of the Fairfield Campus' Mechanical System Infrastructure. Salas O'Brien is one of the firms in the District's approved MEP Consultant Pool, which was Board-approved at the May 1, 2019 Board Meeting.

Salas O'Brien is recommended for award of this contract for the Hydronic System Modernization – Phase 1 Project.

The Board is asked to approve a professional services contract to Salas O'Brien, in the amount not to exceed \$646,000.00.

This document is available online at: <https://welcome.solano.edu/measureq/approved-contracts/>

AGREEMENT FOR ARCHITECTURAL SERVICES

SOLANO COMMUNITY COLLEGE DISTRICT

WITH

SALAS O'BRIEN

FOR

FAIRFIELD CAMPUS

HYDRONIC SYSTEM MODERNIZATION – PHASE 1 PROJECT

September 17, 2025

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of September 17, 2025, between the **Solano Community College** District, a California Community College District, ("District") and **Salas O'Brien** ("Architect") (collectively "Parties"), for the following project ("Project"):

The scope of the project is to repair and modernize the existing failing Hydronic Distribution System on the Fairfield Campus at 4000 Suisun Valley Road, Fairfield, California. This will include repairs to existing underground hydronic system piping, hydronic system vaults, and building mechanical rooms. This overall project will be executed in multiple phases, this agreement is for the first phase of the modernization effort. The Consultant's scope of work includes full architectural and full engineering services for the completion of all Design Documents, Sequencing, Cost Estimating, DSA (Division of the State Architect) Project Approval, and Bidding Assistance.

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

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** Architect identified in the first paragraph of this Agreement, including all Consultants to Architect. The term Architect means the Design Professional in General Responsible Charge on this Project.
 - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's Contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by District's construction contractor(s) on a Conforming Set.
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. Architect shall ensure that DSA has approved all revisions to the Bid Set that are

incorporated onto the Conforming Set and for which DSA approval is required.

- 1.1.6. **Construction Budget**: The total amount of funds indicated by District for the entire Project plus all other costs, including design, construction, administration, and financing.
- 1.1.7. **Construction Change Documents ("CCD")**: The documentation of changes to the DSA-approved construction documents.
- 1.1.8. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of Architect and Architect's Consultants, the cost of land, rights-of-way, financing or other costs which are the responsibility of District, including construction management.
- 1.1.9. **Construction Manager**: District's representative on the Project if District retains a construction manager, project manager, or owner's representative.
- 1.1.10. **Contractor**: One or more licensed contractors under contract with District for construction of all or a portion of the Project.
- 1.1.11. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to Architect.
- 1.1.12. **District**: The Solano Community College District.
- 1.1.13. **DSA**: The Division of the State Architect.
- 1.1.14. **Extra Services**: District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's Fee.
- 1.1.15. **Laboratory of Record**: District-designated laboratory(ies) for testing of concrete, soils, materials, and other required testing.
- 1.1.16. **Project**: The work covered under this Project relates to the modernization of the existing failing Hydronic Distribution System on the Fairfield Campus. This modernization has an anticipated construction cost of \$7,600,000. All "trades", including but not limited to mechanical, electrical, plumbing, controls, fire and life safety, structural, civil and architecture are included. The overall modernization project will be executed in multiple phases, this agreement is for the first phase of the modernization project.

- 1.1.17. **Record Drawings:** A final set of drawings prepared by Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.18. **Service(s):** All labor, materials, supervision, services, tasks, and work that Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19. **Visually Verify:** To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. 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 Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements for the discharge of storm water to surface waters from its construction and land disturbance activities where the project disturbs one (1) or more acres of land and is not part of a larger common plan of development or sale, the project disturbs one acre or more of land, or the project disturbs less than one (1) acre of land but is part of a larger common plan of development or sale, or where District engages in maintenance (e.g., fueling, cleaning, repairing) or transportation activities.
 - 2.4.1. Architect shall provide the following in the design for the Project, without limitation:
 - 2.4.1.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch

basins, curbs, gutters, ditches, man-made channels, and storm drains.

2.4.1.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations.

2.4.2. Architect shall conform its design work to District's storm water requirements indicated above, that are approved by District and applicable to the Project, at no additional cost to District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of Architect.

2.5. Architect agrees to coordinate its work with that of any CEQA consultants retained by District, to provide current elevations and schematic drawings for use in CEQA compliance documents, incorporate any mitigation measures adopted by District into the Project design at no additional cost to District.

2.6. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to: architects; mechanical, electrical, structural and civil engineers; landscapers; and interior designers, licensed as such by the State of California as part of the Basic Services under this Agreement. The names of Consultant(s) shall be submitted to District for approval prior to commencement of Services, as indicated below. District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between District and any Consultant employed by Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.

2.7. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by 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 any. If Architect employs Consultant(s), Architect shall ensure that its contract(s) with its Consultant(s) include language notifying the Consultant(s) of State labor compliance, if any.

2.8. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including,

without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.8.1. If the Project is subject to DSA jurisdiction, then Architect, and its Consultants, if any, shall comply with all the DSA requirements, including without limitation, all the requirements included and/or referenced in the following forms, bulletins ("BU"), interpretations of regulations ("IR"), policies ("PL"), or procedures ("PR"):

2.8.1.1. DSA IR A-6, Construction Change Document Submittal and Approval Process.

2.8.1.2. DSA IR A-18, Use of Construction Documents Prepared by Other Professionals.

2.8.1.3. DSA IR A-24, Construction Phase Duties of the School District, Contractor and Design Professional.

2.8.1.4. DSA PR 07-01: Pre-Check Approval Process.

2.8.1.5. DSA PR 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Design.

2.8.1.6. DSA PR 18-04.BB18: Electronic Plan Review for Design Professionals of Record Using Bluebeam 2018.

2.8.1.7. DSA PR 18-09.BB18: Electronic Plan Review for Over-the-Counter ("OTC") Projects Using Bluebeam 2018.

2.8.1.8. Form DSA PR 13-01, Construction Oversight Process.

2.8.1.8.1. Each of Architect's duties as provided in the DIR Construction Oversight Process shall be performed timely so as not to result in any delay to the Project.

2.8.1.9. Form DSA PR 13-02, Project Certification Process.

2.8.2. Notwithstanding the DSA forms, BUs, IRs, PLs, or PRs referenced anywhere in this Agreement, each of which is current as of the Effective Date, all Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission, for all projects submitted to DSA. Architect, and its Consultants, if any, shall comply with the EPR process and related DSA procedures, including, without limitation, DSA PR 18-04.BB18 and DSA PR 18-09.BB18, and any subsequent

or replacement procedures relating to the EPR process promulgated by DSA. Any reference herein to a particular DIR form, BU, IR, PL, or PR, shall mean and include the then-current DIR form, BU, IR, PL, or PR, respectively, and, to the extent that the EPR process has superseded such form or paper submission process, the EPR process then in effect shall control.

- 2.9. Architect shall provide Services as required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.10. Architect shall direct and monitor the work of District's DSA project inspector(s) ("Project Inspector(s)") and the Laboratory of Record. Architect shall provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 2.11. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.12. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between District, Project Inspectors, and Contractors on the Project. District reserves the right to retain the services of a Program Manager or Construction Manager at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that 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 District. In addition, District may have a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.13. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by District, that District may use on its website.
- 2.14. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:

- 2.14.1. Ground contamination or hazardous material analysis.
- 2.14.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
- 2.14.3. Compliance with CEQA, except that Architect agrees to coordinate its work with that of any CEQA consultants retained by District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by District into the Project design at no additional cost to District.
- 2.14.4. Historical significance report.
- 2.14.5. Soils investigation.
- 2.14.6. Geotechnical hazard report, except as indicated in **Exhibit A**.

Article 3. Architect Staff

- 3.1. Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge: _____

Project Director: _____

Project Architect(s): Evan Sarver, PE

Project Architect(s): _____

Other: _____

Major Consultants:

Electrical: Salas O'Brien

Mechanical: Salas O'Brien

Structural: Salas O'Brien

Civil: To-Be-Determined

Other: _____

- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, 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 District, then upon written notice Architect shall have five (5) calendar days to remove that person from the Project and replace that

person with one acceptable to District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.

- 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

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

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts District's established Construction Cost Budget and Project scope. In accordance with **Exhibit A**, Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for District at the beginning of the Project and at the completion of each design phase. District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by Architect will not exceed the Construction Cost Budget, as adjusted subsequently with District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.
- 5.3. District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 5.4 occur:
 - 5.3.1. Instruct Architect to revise the drawings and specifications (in scope and quality as approved by District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to District.

- 5.3.2. Authorize Architect 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 District.
- 5.3.3. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.4. Terminate this Agreement if the Project is abandoned by District, without further obligation by either party.
- 5.4. If any of the following events occur, District may exercise any one, or any combination, of the actions set forth in Article 5.3 above:
 - 5.4.1. 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 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; or
 - 5.4.2. The lowest responsive base bid received is in excess of five percent (5%) of the Construction Cost Budget; or
 - 5.4.3. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement the following ("Fee"):

An amount not to exceed **SIX HUNDRED FORTY-SIX THOUSAND DOLLARS AND 00/100 (\$646,000.00)** based on the rates set forth in **Exhibit D**.
- 6.2. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.3. Architect shall bill for performance of Services under this Agreement in accordance with **Exhibit D**.
- 6.4. No increase in Fee will be due from Field Instruction and/or CCDs and/or change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.5. Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.

- 6.6. Regardless of the structure of Architect's Fee, Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by District in accordance with this Agreement.
- 6.7. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to District in accordance with this Agreement for direct damages to District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care under California law for architects performing similar work for California school districts in or around the same geographic area as District.

Article 7. Payment for Extra Services or Changes

Any charges for Extra Services shall be paid by 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 Architect without prior written authorization by the Construction Manager or District's authorized representative, District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by District as described in **Exhibit B** for Extra Services that the Construction Manager or District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after District receives confirmation of the request from Architect.

Article 8. Ownership of Data

- 8.1. This Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology ("CADD") (e.g., AutoCAD). Architect shall deliver to District all drawings in DWG format. As to any drawings that Architect provides in a CADD file format, District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that District should rely on hard copies of all documents.

- 8.4. In order to document exactly what CADD information was given to District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to District upon written request and at no cost to District the following items (hereinafter "Instruments of Service"), which District shall have the right to utilize in any way permitted by statute:
- 8.5.1. One (1) 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 (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One (1) 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 Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that District uses any fully or partially completed documents without Architect's full involvement, District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. District's Request for Assurances: If District at any time reasonably believes that Architect is or may be in default under this Agreement, District may in its sole discretion notify Architect of this fact and request written assurances from Architect of performance of Services and a written plan from Architect to remedy any potential default under the terms this Agreement that District may advise Architect of in writing.

Architect shall, within ten (10) days of District's request, deliver a written cure plan that meets the requirements of District's request for assurances. Architect's failure to provide such written assurances of performance and the required written plan, within ten (10) days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

- 9.2. District's Termination of Architect for Cause: If Architect fails to perform Architect's duties to the satisfaction of District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon District giving written notice thereof to Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to District's costs because of Architect's actions, errors, or omissions.
- 9.3. District's Termination of Architect for Convenience: District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until District's notice of termination for convenience.
- 9.4. Architect's Termination of Agreement for Cause: Architect has the right to terminate this Agreement if District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Architect. Such termination shall be effective thirty (30) days after receipt of written notice from Architect to District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. Effect on Pre-Termination Services: 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.
- 9.6. Ceasing Services upon Termination: If, at any time in the progress of the Design of the Project, the Governing Board of District determines that the Project should be terminated, Architect, upon written notice from District of such termination, shall immediately cease Services on the Project. District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.

- 9.7. Project Suspension: If District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of Architect's Services. Architect shall make every effort to maintain the same Project personnel after suspension. If District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall indemnify and hold free and harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect, its officers, employees, subcontractors, consultants, or agents, including without limitation the payment of all consequential damages. Architect shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Architect's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. Whereas the cost to defend the Indemnified Parties charged to Architect shall not exceed the proportionate percentage of Architect's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 10.2. Architect shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. Architect's obligation pursuant to Article 10.1 includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. Architect's obligation to defend or to indemnify shall not be restricted to insurance proceeds. District shall also have the right to accept or reject any legal representation that Architect proposes to defend the Indemnified Parties.
- 10.3. Architect shall be responsible for the cost of reviewing CCDs and/or change orders caused by Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for change orders for which Architect shall be liable shall equal the difference between the

cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents.

- 10.4. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect from amounts owing to Architect.

Article 11. Conduct on Project Site

- 11.1. For all workers on District property, Architect shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, Architect and Architect's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.
- 11.2. [Reserved]

Article 12. Responsibilities of the District

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

Article 13. Liability of District

- 13.1. 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.

- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

Architect agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Architect and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

Article 15. Insurance

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

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

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

Article 18. Non-Assignment of Agreement

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

Article 19. Law, Venue

- 19.1. 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.
- 19.2. To the fullest extent permitted by California law, the county in which 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 20. Alternative Dispute Resolution

- 20.1. 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. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.
- 20.2. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Architect shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Architect's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Architect submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 20.3. Pending resolution of the dispute, Architect agrees it will neither rescind the Agreement nor stop the performance of the Services.

Article 21. Tolling of Claims

Architect agrees to toll all statutes of limitations for District's assertion of claims against Architect that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving Architect's work, until the Contractors' or subcontractors' claims are finally resolved.

Article 22. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 23. 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 24. Employment Status

- 24.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 24.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 24.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee

and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 24.4. Should a relevant taxing authority determine a liability for past services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 24.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees of Consultants was not an employee.
- 24.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 25. Certificate of Architect

- 25.1. Architect certifies that Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 25.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 25.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws, if applicable to Architect and its Consultants' professional services to be provided under this Agreement.

Article 26. Cost Disclosure - Documents and Written Reports

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

Article 27. Notice & Communications

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

District:

Solano Community College District
4000 Suisun Valley Road
Fairfield, California 94583
ATTN: Noe Ramos
EMAIL: Noe.Ramos@solano.edu

Architect:

Salas O'Brien
305 South 11th Street
San Jose, California 95112
ATTN: Carl Salas
EMAIL: Carl.Salas@salasobrien.com

With a Copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

Any notice personally given shall be effective upon receipt. Any notice sent by electronic mail 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 five (5) days after deposit in the United States mail.

Article 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, District has a participation goal for disabled veteran business enterprises ("DVBES") of at least three percent (3%), per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to 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 Architect's good faith efforts to meet these goals.

Article 29. District's Right to Audit

29.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit Architect's compliance with the provisions of this Agreement ("District's Right"). District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate

safeguards, if such retention is deemed necessary by District in its sole discretion. District shall keep this information confidential, as allowed by applicable law.

- 29.2. District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 29.3. If there is a claim for additional compensation or for Extra Services, District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that 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.
- 29.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to District.
- 29.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 29.6. Architect shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of Architect's Project-related records and information.

Article 30. Other Provisions

- 30.1. 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.
- 30.2. The individual executing this Agreement on behalf of Architect warrants and represents that she/he is authorized to execute this Agreement and bind Architect to all terms hereof.
- 30.3. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
- 30.4. Architect shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit Architect receives for District Projects under the Commercial Buildings Energy-Efficiency Tax

Deduction, 26 U.S. Code § 179D ("Section 179D"). Architect shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. Architect shall notify District in writing of the Section 179D tax deduction within 30 days of when Architect receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

Article 31. Exhibits A through G 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

SALAS O'BRIEN

Date: _____, 2025

Date: _____, 2025

Signature: _____

Signature: _____

By:

By:

Title:

Title:

EXHIBIT A
RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

A. SCOPE OF PROJECT

1. Project Name: **HYDRONIC SYSTEM MODERNIZATION – PHASE 1**

Construction Budget: **\$7,600,000**

Scope: The scope of the project is to repair and modernize the existing failing Hydronic Distribution System on the Fairfield Campus. This will include repairs to existing underground hydronic system piping, hydronic system vaults, and building mechanical rooms. This overall project will be executed in multiple phases, this agreement is for the first phase of the modernization effort.

B. BASIC SERVICES

Architect agrees to provide the Services described below:

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

- g. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- h. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- i. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- j. Surveys, reports, as-built drawings, record drawings; and
- k. Subsoil data, chemical data, and other data logs of borings.

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

If Architect determines that the information or documentation District provides is insufficient for purposes of design, or if Architect requires: a topographical survey; a 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 District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, Architect shall request that District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through Architect, who may invoice District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and Consultant(s) shall prepare and be responsible for documents prepared by Architect based on the information provided by District's technology consultant as appropriate to the level of design completion.
- 5. **District Standards.** Architect shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to, District Standards, Interior Signage Standards, Telecom and AV Design Standards, Program Level FF&E Guideline for External Design Consultants and Wayfinding Standards (external signage).

<https://welcome.solano.edu/measureq/district-standards/>

- 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 District's request, Architect, its agents, officers, and employees agree to assist in resolving the

dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with District, Architect 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 to District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Initial Programming & Mobilization

- a. Conduct site visit to assess existing conditions, verify existing building electrical, heating and cooling capacities/loads, and evaluation for temporary service points of connection.
- b. Electrical metering. Anticipate at least six (6) buildings (33%) require metering to verify loads/ capacity.
- c. Review legacy information and review as-builts for each building. District to provide as-builts.
- d. Evaluate phasing for underground and building mechanical room hydronic repairs.
- e. Setup design drawings from District provided CAD files and utility surveys. Utility Surveys by District.
- f. Review DSA codes pertaining to the proposed Project design.
- g. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- h. Based on survey and topography data provided by District, input into computer and develop existing conditions base for the Schematic Design Phase.
- i. Administer Project as required to coordinate work with District and among Consultants.
- j. Adhere to and further develop existing District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).

3. Construction Cost Budget

- a. Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by District. The following conditions apply to the Construction Cost Budget prepared by Architect:
 - (i) All costs are to be based on current market or 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 District and its representatives.
 - (ii) 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.
 - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iv) Architect shall include all information and estimates from District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (v) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to District and the Construction Manager for review and approval. At that time, Architect shall coordinate with District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (vi) 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.
- b. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget for the Project. The accuracy of the Construction Cost Budget, including the costs for redesign necessary to maintain the Construction Cost Budget for the Project, shall be the responsibility of Architect.

4. Presentation

If requested, Architect, along with any involved consultant(s), shall present and review with District and, if directed, with District's Governing Board, the summary and detail of work involved in this Phase, including two-dimensional renderings of any proposed facility suitable for public presentation.

5. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to District an electronic copy of the following items produced in this Phase:

- a. Determine Phasing/ Overall Scope of Work (Architectural Program).
- b. Revised Construction Cost Budget;
- c. Meeting Reports/Minutes from the Kick-off and other meetings; and
- d. Renderings, if requested by District.

6. Meetings

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

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for 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, architectural 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 Architect, required completion times necessary for the review and approval by District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. Complete building capacity/ load verification for heating, cooling, and electrical.
4. Complete phasing zones related to the hydronic system repairs throughout campus, six or seven "zones" are anticipated to facilitate construction while minimizing campus downtime.
5. Coordinate and determine temporary equipment locations on campus.
6. Determine location of initial vault and valve installs for isolation, as well as temporary bypasses to ensure minimal impact to campus.
7. Coordinate with material vendors to validate pricing and lead time estimates.
8. Issue 100% SD Set to DSA for review and to establish the desired plan review submittal date. Start coordination with DSA related to anticipated path of travel requirements and upgrades.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents (the "Division 0" and "Division 1" documents) as part of its Services 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. Architect shall submit to 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 District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
- e. Architect shall submit its proposed Construction Cost Budget to District and the Construction Manager for review and approval. At that time, Architect shall coordinate with 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.
- g. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget for the Project. The accuracy of the Construction Cost Budget, including the costs for redesign necessary to maintain the Construction Cost Budget for the Project, shall be the responsibility of Architect.

11. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

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

12. Presentation

- a. Architect shall present and review with 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 District at no additional cost to District.

13. Meetings

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

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E. DESIGN DEVELOPMENT PHASE [Not Applicable]

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F. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work. All Projects subject to DSA's jurisdiction shall be submitted for review, back check, and approval, under the electronic plan review process ("EPR process"), rather than paper submission.

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. Finalize coordination with DSA as relates to anticipated path of travel requirements and upgrades, to be incorporated with 50% CD submittal.
- c. Identify pre-construction contractor discovery efforts (if any).
- d. Identify extent of demolition and new work for each phase/zone.
- e. Complete initial draft of construction details related to vaults, piping, penetrations, anchors, thrust blocks, etc.
- f. Complete initial construction sequencing plan to be coordinated with District.

g. Construction Cost Budget

- (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect 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 District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.
- (iii) Architect shall submit its proposed Construction Cost Budget to District and the Construction Manager for review and approval. At that time, Architect shall coordinate with 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 may include design contingencies of no more than five percent (5%) in the cost estimates.
- (v) The Construction Cost Budget for the Project must at no point exceed District's Construction Budget for the Project. The accuracy of the Construction Cost

Budget, including the costs for redesign necessary to maintain the Construction Cost Budget for the Project, shall be the responsibility of Architect.

h. 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 District and only with District's prior approval.
- (iii) Specifications shall be in CSI format.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Working drawings;
- (ii) Specifications;
- (iii) Statement of requirements for testing and inspection of service 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. Finalize anticipated contractor discovery efforts and construction sequencing plan.
- b. Finalize design drawings and project manual for 100% CD/DSA plan submittal.
- c. Provide DSA documentation and coordination as required to obtain full DSA approval.

d. DSA Accessibility review and path of travel upgrades are anticipated for the site repairs. Structural review is likely for the pump and equipment replacements within the building mechanical rooms.

e. Complete DSA Backcheck through DSA Approval for construction.

f. Construction Cost Budget

(i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect 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 District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of Architect.

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

(v) The Construction Cost Budget for the Project must at no point exceed District's Construction Budget for the Project. The accuracy of the Construction Cost Budget, including the costs for redesign necessary to maintain the Construction Cost Budget for the Project, shall be the responsibility of Architect.

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 District and only with District's prior approval.

(iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

h. Constructability Review

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 Architect who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

i. Deliverables and Numbers of Copies

Within thirty (30) days of the end of this Phase, Architect shall provide to District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

(i) Working drawings;

(ii) Specifications;

(iii) Engineering calculations;

(iv) Construction Cost Budgets;

(v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(vi) Copy of 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 Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by Architect during this stage shall be at no additional cost to District.

b. The final contract documents delivered to District upon completion of Architect's work shall be the Bid Set and shall consist of the following:

- (i) Drawings: Electronic files of all drawings with each Architect/Consultant's State license stamp.
- (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

4. **Meetings**

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

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G. BIDDING PHASE

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

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of District and Architect. Nevertheless, Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of 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 District for screening and subsequent processing through Architect.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by Architect for decision by District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by Architect and issued by 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

Within thirty (30) days of the end of this Phase, Architect shall provide to District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

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

H. CONSTRUCTION CONTRACT ADMINISTRATION PHASE [NOT APPLICABLE]

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

- ~~1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon District's terminating the Agreement, whichever is earlier.~~

2. ~~Construction Oversight and Project Certification Process~~

- ~~a. Architect shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).~~
- ~~b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.~~
- ~~c. Prior to commencement of construction, Architect shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Architect to the Project Inspector and Laboratory of Record.~~
- ~~d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.~~
- ~~e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by Architect or engineer or their qualified representative to observe construction.~~
- ~~f. Architect shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.~~
- ~~g. Architect shall respond to DSA field trip notes as necessary.~~
- ~~h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.~~
- ~~i. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.~~

- j. ~~Architect shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that 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 Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.~~

3. ~~Change Orders~~

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

4. ~~Submittals~~

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

~~seven-day time period shall not include time when a submittal is within District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.~~

- ~~6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep District informed of the progress and the quality of the work, and shall endeavor to guard District against defects and deficiencies in the work. Architect shall timely notify District in writing of any defects or deficiencies in the work by any of District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.~~
- ~~7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by District's construction Contractor(s) on a Conforming Set.~~
- ~~8. **Record Drawings.** Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Architect shall deliver the Record Drawings to District at completion of the construction in a format acceptable to District, and it shall be a condition precedent to District's approval of Architect's final payment. Architect may insert the following notice on the Record Drawings:~~

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

~~12. Deliverables and Number of Copies~~

~~Within thirty (30) days of the end of this Phase, Architect shall provide to District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:~~

- ~~a. Meeting report/minutes from the kick-off meeting;~~
- ~~b. Observation reports; and~~
- ~~c. Weekly meeting reports.~~

~~13. Meetings~~

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

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I. CLOSE OUT PHASE [NOT APPLICABLE]

- ~~1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for District as required in a timely manner:
 - ~~a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.~~
 - ~~b. Architect shall collect from the Contractor, review, and forward to District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.~~
 - ~~c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.~~
 - ~~d. Architect shall respond to the DSA "90-day" letter.~~
 - ~~e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.~~
 - ~~f. Architect shall prepare a set of as-built drawings for the Project, as required by District.~~
 - ~~g. Architect shall review and prepare a package of all warranty and O&M documentation.~~
 - ~~h. Architect shall organize electronic files, plans and prepare a Project binder.~~
 - ~~i. Architect shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with District and among Consultants.~~~~
- ~~2. When the design and construction of the Project is complete, District shall prepare and record with the County Recorder a Notice of Completion for the Project.~~
- ~~3. **Deliverables and Number of Copies**
 - ~~a. Punch list; and~~
 - ~~b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of District.~~~~
- ~~4. **Meetings**

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

J. MEETINGS / SITE VISITS / WORKSHOPS

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

2. General Meeting, Site Visit, and Workshop Requirements

- a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to District and/or its representative for inclusion in the overall Project documentation.
- c. As required, Architect shall provide at no additional cost to 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 District office or at the Project site, unless otherwise indicated.

3. Meetings During Project Initiation Phase

- a. Within the first week following execution of the Agreement, Architect shall participate in a Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
 - (i) Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
 - (ii) The Project kick-off meeting will introduce key team members from District and Architect to each other, defining roles and responsibilities relative to the Project.
 - (iii) During this meeting, Architect shall:
 - (A) Identify and review pertinent information and/or documentation necessary from 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.

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

- b. Architect shall participate in meeting(s) as requested by District.

4. Initial Site Visits

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

5. Meetings During Architectural Program

- a. Architect shall conduct site visit/meeting(s) with District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- b. 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.
- c. Architect shall conduct additional meetings as requested by District or as required to complete the scope of work.

6. Meetings During Schematic Design Phase

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct design workshop(s) with District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment ("CADD"). District may, at its discretion, allow Architect 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 Architect's preliminary design. This workshop shall include the following:
 - (i) Architect shall designate its team member duties and responsibilities.
 - (ii) Architect and District shall review District goals and expectations.
 - (iii) District shall provide input and requirements.
 - (iv) Architect 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 work plan 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.

b. Value Engineering Workshop

- (i) Architect shall conduct value engineering workshop(s), as requested by District, which shall include all of Architect's Consultant(s), District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- c. Architect shall participate in meeting(s) as requested by District or as required to complete the scope of work.

7. Meetings During Design Development Phase [Not Applicable]

8. Meetings During Construction Documents Phase

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meeting(s), per package or submittal, with District to revise the Design Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct meeting(s), per package or submittal, with 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) Architect 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, Architect shall conduct meeting(s), per package or submittal, with 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) Architect 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

- a. Attend and take part in meeting(s), per package or submittal, with all potential bidders, District staff, and Construction Manager.
- b. Conduct kick-off meeting(s) 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 (weekly Project meetings until entire Project is complete)
[NOT APPLICABLE]**

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

~~constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.~~

- ~~b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to District, until the work of the Project is complete.~~
- ~~c. Architect shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.~~

11. Citizens' Bond Oversight Committee Meetings (if applicable)

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

12. Governing Board Meetings

Architect acknowledges that District's Governing Board must approve all designs. Architect shall, at District's direction, attend District Governing Board meeting(s) and present Architect's design to District's Governing Board for review and approval.

END OF EXHIBIT

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

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

- A. Providing services as directed by District that are not part of the Basic Services of this Agreement, or otherwise included within **Exhibit A**.
- B. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
- C. 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.
- D. 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.
- E. Providing services made necessary by the default of Contractor(s).
- F. 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 Architect has completed all of its obligations and tasks under the Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost, and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

[table on following page]

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$300
Senior Architect/ Sr. Vice President	\$290
Vice President/ Associate Vice President/ Director/ Associate/ Sr. Project Manager	\$265
Architect/ Professional Engineer/ Telecom/ Telecom Engineer/ Sr. Structural Engineer	\$220
Design Engineer/ Project Manager	\$210
Construction Project Manager	\$215
Design Manager/ Program Manager/ Drafting Manager (CADD)	\$195
Staff Engineer	\$180
Field Technician/ Program Specialist/ Coordinator/ Drafter (CAD)	\$155
Program/ Project Assistant	\$120
<u>Roofing and Waterproofing Expert Services</u>	\$455
<u>Court Testimony/ Deposition</u>	\$575
<u>Senior Consultant</u>	\$365
Senior Telecommunications Consultant	\$360
Energy Consultant	\$245
Instruction/ Seminar/ Training	\$235
Moisture Surveys	Special Quote

1. Reimbursable expenses are not allowed. All costs are included in the hourly rates.
2. All rates are based on office to project site with a minimum of four hours for any engagement, unless otherwise arranged.

I. Format and Content of Invoices

Architect acknowledges that District requires Architect's invoices to include detailed explanations of the Services performed. For example, 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 (CM), and project inspector (IOR).	0.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	0.7 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

END OF EXHIBIT

EXHIBIT C

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to District a Schedule of Services showing the order in which Architect proposes to carry out Architect'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. Architect shall update the Schedule of Services on a monthly basis and deliver one (1) electronic copy to District along with the monthly billing.
- B. Architect shall complete Services required under the Schematic Design Phase, three (3) weeks after NTP.
- C. Design Development Phase, not applicable.
- D. Architect shall complete Services required under Construction Documents Phase by March 2026, and as more specifically indicated below.
 - 1. 50% Submittal Package, three (3) weeks
 - 2. 100% Submittal Package, four (4) weeks
 - 3. DSA Approval by March 2026.
- E. Architect shall complete Services required under Bidding Phase within a **(6) week period** after receipt of a written authorization from District to proceed.
- F. Architect shall commence Services required under Construction Administration Phase after 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.
- G. Architect shall complete Services required under Close Out Phase within **(60) calendar days** after Contractor has completed the construction of the Project.
- H. The durations stated above include the review periods of **(14) calendar days** required by District.
- I. 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 District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by District.

END OF EXHIBIT

EXHIBIT D

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A**, or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit B**, there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Initial Programming & Mobilization	\$96,900.00
Schematic Design Phase	\$125,970.00
50% Construction Documents	\$151,810.00
100% Construction Documents	\$184,110.00
DSA Plan Submittal & Approval	\$51,680.00
Bidding Phase	\$35,530.00
Construction Contract Administration Phase	N/A
Close Out Phase	N/A
TOTAL BASE COMPENSATION	\$646,000.00

B. Method of Payment

1. Invoices shall be on a form approved by District and are to be submitted to District via District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its Consultant(s).
3. Architect shall submit to District for approval a copy of Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, District agrees to make payments of undisputed amounts within thirty (30) days of receipt of the invoice as follows:

a. **Pre- Design/Architectural 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/Architectural 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 District.

c. **For Design Development Phase: [Not Applicable]**

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 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 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 District's award of the bid.

f. **For Construction Contract Admin Phase: [Not Applicable]**

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 District's notice of completion.

g. **For Close Out: [Not Applicable]**

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.

END OF EXHIBIT

EXHIBIT E

INSURANCE REQUIREMENTS

- A.** Architect shall procure, prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Architect, his agents, representatives, employees and Consultant(s). Architect's liabilities, including but not limited to Architect's indemnity or defense obligations, under this Agreement shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by 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.** Two million dollars (\$2,000,000) 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.** One million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy.
 4. **Employer's Liability.** For all of Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employer's Liability policy with minimum liability coverage of one million dollars (\$1,000,000) per occurrence.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million dollars (\$2,000,000) aggregate limit subject to no more than Twenty-Five Thousand Dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus three (3) years thereafter.
- C.** District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.
- D. Deductibles and Self-Insured Retention:** Architect shall inform District in writing if any deductibles or self-insured retention exceeds twenty-five thousand dollars (\$25,000). At the option of District, either:
1. District can accept the higher deductible;

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

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

1. 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 Architect; Instruments of Service and completed operations of Architect; premises owned, occupied or used by Architect; or automobiles owned, leased, hired or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.
2. For any claims related to, arising out of, or connected with the Project, Architect's general liability and automobile liability insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. For Architect's general liability, automobile liability and workers' compensation insurance, Architect shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. 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.
6. No policy may exclude insurance coverage for contractual indemnity and/or defense obligations, and all policies shall contain an endorsement specifying coverage for contractual indemnity and/or defense.
7. 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 District.
8. Architect shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of Additional Insureds. If Architect fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Architect under the Agreement.
9. Architect shall require all subconsultants to maintain the level of insurance Architect deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. Architect shall cause the

subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should Architect not require subconsultants to provide the same level of insurance as is required of Architect, as provided in this Agreement, Architect is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

10. If Architect normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Architect hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

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

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

G. Verification of Coverage: Prior to commencing with its provision of Services under this Agreement, Architect shall furnish District with:

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

H. Copy of Insurance Policy(ies): Upon District's request, Architect will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

END OF EXHIBIT

EXHIBIT G

IRAN CONTRACTING ACT CERTIFICATION **(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: _____ between the Solano Community College District ("District") and _____ ("Architect") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Proposer 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 we are 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.
- ☐ **OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<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>

END OF EXHIBIT