

COMPTON COMMUNITY COLLEGE DISTRICT

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)
FOR ARCHITECTURAL AND RELATED DESIGN PROFESSIONAL SERVICES
FOR THE INSTRUCTIONAL BUILDING #1 PROJECT (“PROJECT”)**

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)
FOR ARCHITECTURAL AND RELATED DESIGN PROFESSIONAL SERVICES
FOR THE INSTRUCTIONAL BUILDING #1 PROJECT (“PROJECT”)**

Compton Community College District (“District”) requests that architectural services firms (“Respondents”) submit written responses to this RFQ.

1. RFQ.

- 1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of an architectural services firm to provide architectural and related professional services for design, bidding and construction of the Project. The scope of architectural services and other requirements for completing the architectural services for the Project are described in this RFQ and in the Architectural Services Agreement included with this RFQ. Timely submitted RFQ Responses will be evaluated by a Selection Committee established by the District to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFQ. Following the Selection Committee’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFQ, in the sole and exclusive discretion of the Selection Committee, qualified Respondents may be requested to participate in an interview with the Selection Committee as part of the process for selection of an architectural services firm.
- 1.2. Obtaining RFQ. The RFQ may be only obtained from the District by request to the District Contact whose contact information is noted herein. Responses to this RFQ submitted by a Respondent who did not obtain the RFQ from the District are deemed non-responsive and will be rejected. Small, women-owned, disabled veterans and minority firms are encouraged to submit responses to this RFQ.
- 1.3. RFQ Activities; Timeline. The District anticipates that the following activities relating to the RFQ will be completed at the times noted below. The foregoing notwithstanding, the District reserves the right to modify RFQ activities and/or the time for completion of a RFQ activity.

RFQ Activity	Anticipated Date
1st Advertisement	Tuesday, January 13, 2015
2 nd Advertisement	Tuesday, January 20, 2015
Latest Date/Time for Respondents to Submit Questions about or Request Clarifications of RFQ Requirements	4:00 P.M. Seven (7) days before latest date for submittal of RFQ Responses
Latest Date/Time for Submittal of RFQ Responses	4:00 PM Tuesday, February 03, 2015
Interviews	Friday, February 20, 2015
Board Action to Award Architectural Services Agreement	Tuesday, March 17, 2015

- 1.4. District Modifications to RFQ.
- 1.4.1. District Reserved Rights. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ.
- 1.4.2. RFQ Addenda. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda sent via email.

- 1.4.3. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.
- 1.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFQ are deemed property of the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. In accordance with applicable law, materials submitted in response to this RFQ are deemed public records after completion of the interview process by the Selection Committee. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.
- 1.6. District Contact For RFQ. Obtaining the RFQ, all questions about the RFQ, requests for clarification of RFQ requirements and other communications relating to this RFQ shall be directed to the District contact person (“District Contact”) set forth below. All communications to the District relating to this RFQ shall be in writing and transmitted by email only to the District Contact. Respondents and their respective employees, officers, agents or representatives shall communicate only with the District Contact relating to this RFQ. Any actual or attempted communication in violation of the foregoing will result in rejection of the Respondent’s RFQ Response.

Linda Owens
Director of Facilities Planning & Operations
Compton Community College District
1111 East Artesia Boulevard
Compton, California 90221
lowens@elcamino.edu

1.7. Submittal of RFQ Responses.

- 1.7.1. Submittal Location. RFQ Responses shall be submitted to the following location at or prior to the latest date/time set forth herein for submittal of RFQ Responses.

Compton Community College District
Business Services, Room C34
1111 East Artesia Boulevard

Compton, California 90221
Attn: Roy Patterson

- 1.7.2. Delivery to Business Services Office. RFQ Responses which are not actually received in the District's Business Services Office at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's daily delivery routine. A response to this RFQ which is received in the District's central mailroom will not be deemed received by the District's Business Office until delivery of such item is effectuated by the central mailroom staff to the District's Business Services Office. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the District's Business Services Office or to retain a private courier service to personally deliver RFQ Responses to the District's Business Services Office.
- 1.8. Errors/Discrepancies/Clarifications to RFQ. If a Respondent (i) encounters errors or discrepancies in this RFQ or portions hereof; or (ii) seeks clarification to any portion of this RFQ, the Respondent shall immediately notify the District Contact of such error, discrepancy or clarification request. Responses of the District to address errors/omissions in the RFQ or to requested clarification will be in writing and posted at www.district.compton.com; if in the sole judgment of the District, any response affects the RFQ or other Respondents, the District will issue the response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District.
- 1.9. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ and all other activities related to this RFQ shall be borne solely and exclusively by the Respondent.

2. The District and the Project

- 2.1. The District. Compton Community College District is located in Compton, California and was established in 1927. The campus currently contains 30 buildings in 404,171 gross square feet on 88 acres. Compton Community College was originally constructed and occupied at its current location in the early 1950s. A portion of the existing infrastructure was constructed in the 1930s, and expanded in the 1950s to serve the development of the college campus. Most of the existing infrastructure is original to these periods of development and supports the existing buildings that were constructed in the 1950s to early 1960s. Since that time, additional buildings have been added to the campus, instructional methods and equipment have changed thereby increasing demands on the infrastructure, and safety issues and environmental requirements have also increased significantly.
- 2.2. The Project; Demolition of Existing Facilities; Design and Construction of Project. The scope of the Project includes:
 - 2.2.1. Demolition of Existing Facilities. Demolish existing facilities and related improvement:
 - 2.2.1.1. Western-most and middle wings of Building E (#6 on the space inventory);
 - 2.2.1.2. West wing of Building F (#9 on the space inventory);
 - 2.2.1.3. Building G (#11 on the space inventory);
 - 2.2.1.4. Portables M1 (#32 on the space inventory) and M2;
 - 2.2.2. Design and Construction of Project. The Project as designed and constructed includes the following components and areas:

- 2.2.2.1. Two-story 34,050 gross square feet (gsf) with 22,440 assignable square feet (asf), comprised of 8,000 asf lecture, 6,400 asf lab, 3,180 asf office, 4,100 asf library, 510 asf AVTV, and 250 asf other (lounge) spaces.
 - 2.2.2.2. Spaces within Project dedicated for English, reading, social sciences, behavioral sciences, humanities, foreign languages, along with the English as a Second Language (ESL).
 - 2.2.3. Final Project Proposal. The Project has been subject to an approved Final Project Proposal (“FPP”); the FPP is incorporated into this RFQ as Attachment A. Design of the Project must incorporate the programming requirements and generally conform to preliminary floor plans incorporated into the FPP.
 - 2.2.4. Project Budget. The FPP (Attachment A to RFQ) includes a form of JCAF 32, which describes the budgets established for the design and construction of the Project, as summarized below:
 - Architectural Services; aggregate \$1,530,724
 - Design Phases: \$1,357,931
 - Construction Phase: \$172,793
 - Construction (excluding project management, test/inspection and contingency) \$10,799,548.
- The District intends to complete design and construction of the Project within the Project Budget established in JCAF 32 for the Project.

2.3. Solution Criteria. The Project design must address and provide cost effective solutions that achieve the following objectives:

- 2.3.1. Provide permanent, campus spaces that technologically support teaching of the academic programs;
- 2.3.2. Provide efficient and well-configured instructional and support spaces;
- 2.3.3. Provide building systems that can support state-of-the-art teaching and learning technologies;
- 2.3.4. Provide a permanent facility that is code compliant and provides equal access to all;
- 2.3.5. Create an on-campus environment where students can learn through the incorporation of current educational technologies; and does not adversely impact the college’s operations budget.

2.4. Design Criteria. The Project design must incorporate the following design criteria:

- 2.4.1. Exceed Title 24, Part 6 Energy Code by 15%
- 2.4.2. Incorporate Low E dual glazing and window tinting to reduce heat gain;
- 2.4.3. Incorporate cool roofing to reduce the heat island effect and heat gain;
- 2.4.4. Provide space heating and cooling by highly energy efficient HVAC system that is connected to the campus central plant;
- 2.4.5. Maximize natural ventilation;
- 2.4.6. Incorporate independent HVAC controls where applicable;
- 2.4.7. Incorporate high efficiency T-8 lighting where applicable
- 2.4.8. Incorporate natural lighting into most spaces;
- 2.4.9. Energy saving lighting with automatic lighting controls and occupancy sensors beyond code requirements;
- 2.4.10. Interior materials low in volatile organic compounds and high recycled content;
- 2.4.11. Water efficient fixtures, faucets and other plumbing devices/equipment;
- 2.4.12. Incorporate materials, equipment or building systems qualifying for local utility district energy incentive program including Savings By Design, if applicable.

2.5. Project Architect. The District anticipates the selection of a single architectural services firm to provide architectural and related design professional services for design, bidding and

construction of the Project. The firm selected to provide architectural services for the Project will be required to complete architectural and related design profession related services for the design, bidding and construction phases of the Project.

- 2.5.1. General. The successful Respondent will be required to provide services as the Architect of Record for the Project. Administrative and general services include:
 - 2.5.1.1. Coordination with District staff to prepare required submittals to the California Community College Chancellor's Office, Department of Finance and other regulatory agencies with jurisdiction over funding, design, permitting and/or construction of the Project;
 - 2.5.1.2. Meet with user groups to validate programming requirements and interior space and FFE planning and flow diagrams;
 - 2.5.1.3. Meet with user groups and District facilities/maintenance and operations staff to develop maintenance and operational programming requirements for the Project;
 - 2.5.1.4. Work with the District's administrative, executive management and project management staff to develop preliminary schedules and budgets for the Project.
- 2.5.2. Design Consultants; Design Disciplines. The following design disciplines are within the scope of architectural services for the Project: civil, structural, mechanical, electrical, plumbing, landscape, interior space and furniture, furnishing and equipment ("FFE") layouts. Completion of the design disciplines may be by employees of the Respondent selected through this RFQ or by Design Consultants under contract to the Respondent selected through this RFQ.
- 2.5.3. Architectural Services Agreement. The form and content of the Architectural Services Agreement the District anticipates entering into with the successful Respondent is incorporated into this RFQ as Attachment B. The specific scope of services for the Project and other obligations of the successful Respondent are set forth in the Architectural Services Agreement.

3. RFQ Response

- 3.1. Response General Requirements. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the RFQ Response Contents/Format described below.
- 3.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in requested in the RFQ Response Contents/Format Section of this RFQ. If a Respondent elects to submit materials with its RFQ Response which are in addition to the information requested in the RFQ Response Contents/Format Section of this RFQ, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the information required by the RFQ Response Contents/Format Section of this RFQ.
- 3.3. Copies of RFQ Response. Each Respondent shall submit the original and Choose an item. copies of their respective RFQ Responses.
- 3.4. RFQ Response Format/Contents. Each RFQ Response must conform to the following described format and must include the content described below. A RFQ Response which is not in the format and with content conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.

- 3.4.1. Cover Sheet. Identify the submittal as the Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
- 3.4.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing architectural services for the Project and a brief statement of the qualifications of the Respondent to provide the requested architectural services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.
- 3.4.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 3.4.4. RFQ Response Contents.
 - 3.4.4.1. Tab 1; Architect's Qualifications Statement. Completed form of Qualifications Statement (Attachment C to RFQ).
 - 3.4.4.2. Tab 2; Proposal. Completed form of Proposal (Attachment D to RFQ).
 - 3.4.4.3. Tab 3; Relevant Project Experience. Provide additional details of the Projects identified in the Qualifications Statement which reflect the skills, experience and other qualifications of the Respondent and its proposed Design Consultants, if any, for the successful provision of architectural and related design services for the Project. Include in the discussion of relevant project experience, the experience of the Respondent and its proposed Design Consultants, if any, for the following: (i) conformity to schedule and budget requirements; (ii) California Community College projects, four-year colleges, or universities; (iii) projects subject to DSA review, approval and permitting; (iv) higher education classroom/lab/office building projects; (v) projects designed for optimum energy utilization and low life-cycle costs; (vi) projects involving significant demolition of existing structures; and (vii) projects utilizing State of California legislatively appropriated funds, state-wide bond funds and/or local bond funds. Include a minimum of five (5) projects, dates of completion, firm members directly involved in the design and/or engineering work, budgets and references. (The District will check references and may request that the listed references furnish additional references of respondent's work.) This section of the RFQ Response shall not exceed fifteen (15) pages.
 - 3.4.4.4. Tab 4; Proposed Project Team. Provide an organization chart illustrating the relationships between the Respondent's proposed Project Team, Design Consultants and the District's executive, facilities and end-users staff.
 - 3.4.4.5. Tab 5; Project Personnel Resumes. Provide a current resume for each member of the Respondent's personnel and for each member of the personnel of each Design Consultant identified in the Proposal.
 - 3.4.4.6. Tab 6; Project Approach. Describe the proposed approach and methodology to completing tasks necessary to complete the Basic Services set forth in the Architectural Services Agreement. Include a detailed description and discussion of measures the Respondent will implement to: (i) maintain quality control over the Design Documents; (ii) minimize errors or omissions; and (iii) ensure that the Project scope and other Project requirements established in the Design Documents will be constructed within the Construction Budget.
 - 3.4.4.7. Tab 7; Architectural Services Agreement. Confirm that the Respondent has thoroughly reviewed the form of Architectural Services Agreement incorporated into the RFQ as Attachment B. Indicate in this Tab of the RFQ Response the Respondent's acceptance of all terms and conditions set forth in the

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

- 3.4.4.8. Tab 8; Proposed Schedule. Provide a proposed schedule for completion of the Basic Services described in the Architectural Services Agreement. A detailed proposed schedule is not required, but the proposed schedule must incorporate the proposed completion dates for the following:
- Pre-Design (Programming)
 - Preliminary Plans
 - Working Drawings
 - Submittal of Design Documents to DSA
 - DSA issuance of authorization to construct Project
- 3.4.4.9. Tab 8; Financial Statement. Include a current financial statement for the Respondent (2013 CY or 2013-2014 FY). Financial Statements should be reviewed or audited by a licensed Certified Public Accountant are preferred, but not required. If the Financial Statement is not for the 2013 CY or the 2013-2014 FY, a detailed explanation must be submitted establishing the reasons for not providing a current Financial Statement.
- 3.4.4.10. Tab 9; Insurance Certificates. Provide copies of Certificates of Insurance and, **in the case of the Professional Liability coverage a copy of the policy**, for the Respondent and its proposed Design Consultants for the Project. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below.

Required Insurance Policy	Minimum Coverage Amount (Respondent and Design Consultants)
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including bodily injury, death and property damage)	Two Million Dollars (\$2,000,000) per occurrence; Four Million Dollars (\$4,000,000) in the aggregate
Automobile Liability	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	Two Million Dollars (\$2,000,000) per claim; Four Million Dollars (\$4,000,000) in the aggregate

4. Selection Criteria

- 4.1. General. Timely submitted RFQ Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFQ which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness, provided that the District may waive minor irregularities or information in a Response to the RFQ.
- 4.2. District Policy. It is the standard practice of the District that the selection of firms to provide professional services in connection with construction projects of the District be fair, open and unbiased and, based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.
- 4.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District and the selection committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria. The proposals will be evaluated to determine the firm best able to meet the needs of the District. The District's evaluation will include a number of factors including, but not limited to, the following:

Criteria	Weight
Experience and expertise of Respondent and proposed Design Consultants with similar projects of similar scope, size, occupancy and complexity as the Project	
Design ability and capability of Respondent and Design Consultants to develop high-quality, functional, cost effective and aesthetically attractive solutions	
Proposed schedule	
Price Proposal	
Qualifications, skills and experience of proposed Project personnel of Respondent and Design Consultants	
Suitability of proposed Project personnel of the Respondent and Design Consultants to engage in collaborative efforts with District	
Demonstrated familiarity with specific needs and requirements for the Project and the District's Project objectives	
Responsiveness to RFQ requirements	

- 4.4. Interviews. A short list of Respondents with the highest scored RFQ Responses, based on the selection criteria described above as determined by the Selection Committee are required to participate in an interview with the Selection Committee. Interviews will generally consist of no more than ten (10) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed forty (40) minutes. Respondents invited to participate in the interview process shall have present at the interview its key personnel for the Project and the key personnel of the Design Consultants identified in the Respondent's RFQ Response for the Project. The order of firms to be interviewed will be determined by the Selection Committee.
- 4.5. District Reserved Rights to Negotiate Architectural Services Agreement. The District expressly reserves the right to engage in negotiations with one or more Respondents invited to the participate in the interview process. The scope of the negotiations may include without limitation, proposed Design Consultants, proposed schedule, proposed modifications to terms

or conditions of the Architectural Services Agreement and/or proposed pricing for completing Basic Services under the Architectural Services Agreement.

- 4.6. Award of Architectural Services Agreement. Upon completing interviews of Respondents by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for award of the Architectural Services Agreement for the Project.

[END OF SECTION]

(Attachment A)

**AGREEMENT FOR ARCHITECTURAL SERVICES
(Attachment B)**

This Agreement for Architectural Services (“Agreement”) is entered into [Click here to enter a date](#). By and between Compton Community College District (“District”) and _____ (“Architect”). The District and the Architect are collectively referred to in this Agreement as “the Parties.” This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

RECITALS

WHEREAS, the District anticipates development, design, bidding and construction of a work of improvement on the District’s Compton College campus commonly described as Instructional Building #1 (“the Project”).

WHEREAS, the District has established a budget amount of _____ Dollars (\$ _____) for the costs to construct the Project (“Construction Budget”).

WHEREAS, the District issued a Request for Qualifications (“RFQ”) requesting architectural services firms submit qualifications and proposals for completing the architectural and related design professional services for the Project.

WHEREAS, the Architect submitted a response to the RFQ (“RFQ Response”) dated [Click here to enter a date](#); by this reference, the RFQ Response is incorporated herein.

WHEREAS, as required by applicable law and the nature of services provided, personnel of the Architect and personnel of the Architect’s Design Consultants are duly licensed as architects or registered as engineers under the laws of the State of California and are otherwise qualified and capable of providing and performing the Basic Services and other obligations under this Agreement in accordance with the terms hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Basic Services

- 1.1. General. The Architect shall provide Basic Services and authorized Additional Services for the Project, as more particularly enumerated in this Agreement. All Basic Services and authorized Additional Services shall be performed and completed by employees of the Architect and the Architect’s Design Consultants accepted in advance by the District. If a schedule for completion of Basic Services (“Basic Services Schedule”) is set forth in this Agreement or incorporated into this Agreement by reference, the Architect shall complete Basic Services in accordance therewith. All of the Architect’s obligations hereunder shall be performed and completed in a manner so as to avoid hindrance, interruption or delay to the orderly progression and completion of Project design, bidding and construction. The Architect shall be liable to the District for its failure to complete Basic Services in accordance with the Basic Services Schedule or for actions/inactions of the Architect resulting in hindrance, interruption or delay of the progression of Project design, bidding and construction.

- 1.2. Relationship of Architect to Other Project Participants. The Architect’s services hereunder shall be provided in conjunction with contracts between the District and other Project

participants including without limitation the District's Construction Manager and other consultants, if any.

- 1.3. Architect Standard of Care. The Architect and its Design Consultants shall provide the Basic Services and authorized Additional Services for the Project: (i) using their professional skill and judgment; (ii) acting with due care and in accordance with applicable standards of care under California law for those providing similar services for projects similar in size, scope and complexity as the Project; and (iii) the terms of this Agreement. The personnel of the Architect and its Design Consultants providing or performing any portion of the Basic Services or authorized Additional Services are qualified, skilled and experienced in providing the Basic Services or Additional Services assigned to such personnel and licensed as an architect or registered as an engineer under California law, as required by the nature of services provided.
- 1.4. Architect Representation. The Architect shall designate a Project Manager for all Phases of Basic Services who shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Architect's obligations hereunder; and (iv) be authorized to act on behalf of the Architect in discharge of Architect's obligations hereunder. If the Architect's Project Manager is replaced, the District shall have the right to approve of the replacement Project Architect. At all times during Performance of Basic Services, the Project Manager shall be readily available to communicate by telephone, email, Site visits, or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to completion of Project design, bidding or construction.
- 1.5. Design Consultants; Design Disciplines. The design disciplines included within the scope of Basic Services are: _____. Completion of Basic Services relating to the foregoing design disciplines may be employees of the Architect or employees of Design Consultants under contract to the Architect.
- 1.6. Meetings and Conferences. The Basic Services under this Agreement include the Architect and its Design Consultants' attendance and participation in meetings and conferences relating to the design, bidding or construction of the Project. Such meetings and conferences may include without limitation those involving the end-users of the Project, District administrative, management, facilities and maintenance staff, District Board of Trustees, shared governance committees and community organizations. The Contract Price due the Architect under this Agreement is inclusive of costs, fees or expenses arising out of or associated with the attendance and participation in such meetings and conferences. The Architect acknowledges and agrees that this Agreement does not set forth all meetings and conferences that the Architect and/or its Design Consultants will participate in as part of the Basic Services. Notwithstanding the absence of specific enumeration of meetings and conferences relating to the Project, the Architect agrees that it will participate in all such meetings and conferences relating to the Project as part of the Basic Services hereunder without adjustment of the Contract Price. The Architect and/or its Design Consultants shall promptly, completely and accurately respond to matters assigned to or designed for response, review or other action by the Architect. If requested by the District, the Architect shall, as part of its Basic Services hereunder, prepare and distribute minutes of meetings and conferences relating to the Project.
- 1.7. Compliance with Regulatory Agencies. The Architect shall respond to and comply with all requests relating to the Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Project ("Regulatory

Agencies”). All of the Architect’s verbal communications with Regulatory Agencies shall be reduced to writing. The Architect shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to the Project or generated by the Architect or a Design Consultant to any Regulatory Agency relating to the Project. The Architect shall be responsible and liable to the District for all consequences of the Architect’s failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to the Project.

- 1.8. Obligation to Design Within Construction Budget. A material obligation of the Architect under this Agreement is the Architect’s development and preparation of Design Documents for the Project that can be constructed (under the then current marketplace conditions) within the Construction Budget. Services, actions or other activities of the Architect and its Design Consultants to modify Design Documents for the Project so that the Construction Cost Estimate for the Project conforms to the Construction Budget shall be without adjustment of the Contract Price. Design Documents for the Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Project without impairing the size, intended uses, functions or occupancy of the Project (“Design Alternatives”). The election to incorporate any Design Alternatives into the Project shall be solely that of the District. Basic Services of the Architect include incorporation of District selected Design Alternatives into the Design Documents.
- 1.9. Conformity to District Standards. Design Documents prepared by or through the Architect for the Project shall conform to District standards for materials, equipment and/or workmanship in effect as of the completion of the Working Drawings for the Project. Modifications of the Design Documents to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price hereunder.
- 1.10. District Responsibilities.
 - 1.10.1. Information. The District shall provide full information regarding the Project, including the District’s objectives, general description of the scope, schedule requirements, Construction Budget, and other constraints and requirements which may affect the Project.
 - 1.10.2. District Representative. The District shall designate a representative to act on the District’s behalf with respect to the Project and who shall be authorized to render decisions on behalf of the District and to carry out the District’s responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of the development of the Project and Architect’s services hereunder. The District Representative is _____.
 - 1.10.3. District Consultants. Except for the Design Consultants retained by the Architect, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for the Project.
 - 1.10.4. Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Project as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
 - 1.10.5. District Notice of Non-Conformity. The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or

deficiencies in the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect.

2. Basic Services; Pre-Design (Programming) Phase.

- 2.1. Project Construction Budget. The Architect shall review and accept the Project Budget and other information provided by the District regarding the Project. If the Architect objects to any portion of the Construction Budget or other information provided by the District relating to the Project, the Architect and the District Representative shall meet and confer as necessary to address and resolve all such objections.
- 2.2. Site Observations. The Architect and its Design Consultants shall visit the Site to become familiar with physical conditions and existing improvements at the Site as they relate to design of the Project. Unless specifically indicated in this Agreement, the Site observations of the Architect and its Design Consultants do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Architect is responsible for noting and incorporating patently observable existing Site conditions into the Project Design Documents. If the Project involves any existing improvements, the Architect shall review and verify the accuracy of any materials provided to the Architect by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Architect shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Architect and the materials provided by or through the District; failure of the Architect to do so shall result in the Architect's assumption of responsibility for correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Project without adjustment of the Contract Price hereunder.
- 2.3. Development of Project Program Requirements. In consultation with the District, understandings shall be arrived at with respect to the scope, requirements and constraints of the Project. The Architect shall provide the District with written or graphic evaluations of the District's requirements for the Project and constraints affecting the Project, including the Construction Budget.
- 2.4. Final Project Proposals ("FPP") For Project. The Architect and its Design Consultants shall thoroughly review the FPP for the Project as incorporated into the RFQ. Design Documents for the Project shall conform to the FPP and the scope, size, layout and other Project requirements established in the FPP. Modifications to Design Documents to conform the Design Documents to the FPP shall be without adjustment of the Contract Price hereunder.

3. Basic Services; Preliminary Plans

- 3.1. Preliminary Plans. The Architect shall prepare Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Project. Upon completion of the Preliminary Plans, or at such other intervals during Architect's development of Preliminary Plans as may be agreed upon by District and Architect, Architect shall submit the same to the District for information, review and comments.
- 3.2. Design Documents. Design Documents completed by the Architect in the Preliminary Plans phase of the Basic Services shall include without limitation the following:
 - 3.2.1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

- 3.2.2. Architectural Design/Documentation. Development and expansion of the Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) three dimensional sketches; (iv) materials selections; and (v) equipment layouts.
 - 3.2.3. Structural Design/Documentation. Development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.
 - 3.2.4. Mechanical Design/Documentation. Develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.
 - 3.2.5. Electrical Design/Documentation. Develop electrical design to establish: (i) criteria for lighting, electrical, audio/visual and telecommunications (voice/data); (ii) approximate equipment sizes and capacities; (iii) equipment layouts; (iv) required space for equipment; (v) required chases and clearances; (vi) visual impacts; and (vii) energy conservation measures.
 - 3.2.6. Plumbing and Fire Protection. Develop plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures. Develop fire protection design showing generally sprinkler piping layout, fire department access areas and connections, and main utility connection.
 - 3.2.7. Civil and Landscape Design/Documentation. Develop civil and landscape design to establish civil engineering and landscaping work within the perimeter of the area of the Site. The foregoing includes: vehicular/pedestrian controls, grading, site lighting and other hardscape/landscape items within the area of the Project.
 - 3.2.8. Interior Design/Documentation. Develop interior design of the Project to establish: (i) interior construction of the Project; (ii) special interior design features; (iii) furniture, furnishings and equipment selections; and (vi) finish materials and colors.
- 3.3. Preliminary Plans Phase Deliverables. Upon completion of the Preliminary Plans Phase of the Basic Services, the Architect shall deliver the following to the District ("Deliverables") for review and acceptance: (i) Drawings reflecting the architectural, structural, mechanical, electrical, civil/landscape and interiors portions of the Project; and (ii) draft Specifications establishing workmanship and quality standards, materials and equipment.
 - 3.4. District Review of Preliminary Plans. The District shall have a reasonable period of time, not less than twenty-one (21) days, to review the Preliminary Plans Phase Deliverables and submit comments to the Architect for revisions to the Preliminary Plans. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the District's comments to the Preliminary Plans are to be incorporated into the Working Drawings. If mutual agreement is not reached as to the incorporation of the District's comments and changes in the Working Drawings, the Architect shall incorporate such comments and/or changes as directed or authorized by the District.

4. Basic Services; Working Drawings Phase.

- 4.1. Working Drawings. Based upon the District accepted Preliminary Plans, the Architect shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Project with sufficient clarity, coordination and consistency for issuance of a construction permit and to permit qualified and capable contractors to bid upon and construct the Work depicted therein within the Construction Budget. Working Drawings shall include without limitation: (i)

details establishing and defining the scope, relationships, forms, size and appearance of the Project and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Project; (ii) typical construction details; (iii) equipment specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Project or as consistent with design professional practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contract for the Project and other similar matters.

- 4.2. Working Drawings. The Working Drawings shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams of all architectural, landscaping, civil, structural, mechanical, plumbing, electrical (including low voltage and telecommunications) and other miscellaneous work. Without limiting the generality of the foregoing component parts of the Working Drawings shall include:
- 4.2.1. Demolition. Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.
 - 4.2.2. Structural. Foundation details, structural notes and structural calculations.
 - 4.2.3. Architectural. Dimensioned floor plans, partition details, interior elevations, finish schedules, door and hardware schedules and room signage.
 - 4.2.4. Mechanical. Floor plans with all components and service/access areas drawn to scale, duct sizing and air flow quantities, detailed piping and duct design with sizing and coordinated with structural supports, equipment details with structural support and vibration isolation methods, penetration and sleeve details, space zoning, installation details, detailed controls requirements and design calculations for mechanical equipment, supporting infrastructure and structural supports to mechanical equipment and ducts.
 - 4.2.5. Plumbing and Fire Protection. Fire protection plans with header and riser layouts, detailing piping design with sizing indicated, sprinkler zone locations, sprinkler installation details including structural supports, penetration details and design calculations. Plumbing components shall be completely identified and located.
 - 4.2.6. Electrical. Details of power service to the Project, power plans showing primary cable, raceways, feeder conduits, electrical loads, duplex and special receptacles and branch circuitry design, connections with other building systems, including fire/life-safety, mechanical and telecommunications, grounding details, penetration details. The Electrical Working Drawings shall include interior/exterior lighting with control systems, lighting panels, switching and circuiting, installation details, conduit/wire size notes for lighting branch circuits.
 - 4.2.7. Civil, Landscape and Site. Site lighting details, hardscape details, landscape materials and installation details and landscape irrigation pipe sizing, runs and controls.
 - 4.2.8. Interiors. Dimensioned floor plans, interior details, elevations, finish schedules, audio/visual and special equipment details, building security and access controls details. Interiors shall include interior space planning depicting the layouts of furniture, furnishings and equipment ("FFE") to be incorporated into the Project as either Group I or Group II FFE.
 - 4.2.9. Specifications. The Working Drawings Phase Specifications shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Project. The form and format of the Specifications for the Relocatables shall be coordinated with and consistent with the form and format of Specifications prepared by the Architect as part of the Architect Documents.

- 4.3. Submittal of Seventy Five Percent (75%) Completed Working Drawings. The Architect shall submit the seventy five percent (75%) completed Working Drawings (Drawings and Specifications) to the District for review and comment. The Architect shall incorporate into the one hundred percent (100%) completed Working Drawings the District's review comments to the seventy five percent (75%) completed Working Drawings.
- 4.4. Constructability and Value Engineering Reviews of Working Drawings. The District reserves the right to conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the fifty percent (50%) completed Working Drawings and/or the ninety five percent (95%) completed Working Drawings. If the District elects to conduct such Constructability Reviews and/or Value Engineering Reviews, The Architect shall submit Working Drawings to the District for such purposes. The District and the Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Working Drawings. If mutual agreement is not reached, the Architect shall incorporate such Constructability Review and/or Value Engineering Review comments into the Working Drawings as directed by the District. The Architect shall submit revised Working Drawings to the District for acceptance. The Architect shall revise Working Drawings as necessary to obtain the District's reasonable acceptance thereof.
- 4.5. Detailed Construction Cost Estimate.
- 4.5.1. Architect Estimate. At such time as the Architect achieves fifty percent (50%) completion of the Working Drawings, the Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Working Drawings ("the 50% Estimate"). If the 50% Estimate exceeds the Construction Budget, the Architect shall revise the Working Drawings as necessary so that the 50% Estimate conforms with the Construction Budget for the Project. Revisions of the Working Drawings pursuant to the foregoing shall be without adjustment to the Contract Price hereunder unless the District shall have directed modifications or inclusions to the scope of the Project or component parts thereof which cause the Construction Budget for the Project to be exceeded.
- 4.5.2. Independent Construction Cost Estimate. The District reserves the right to have a Construction Cost Estimate prepared for the fifty percent (50%) completed Working Drawings. If the District elects to conduct such an independent Construction Cost Estimate and the Construction Cost Estimate: (i) varies from the Architect's Construction Cost Estimate; or (ii) exceeds the Construction Budget, the Architect shall meet and confer with the District to reconcile variations between the independent Construction Cost Estimate and the Architect's Construction Cost Estimate and/or modifications to the Design Documents so that the Construction Cost Estimate conforms to the Construction Budget.
- 4.5.3. Revisions to Design Documents. Revisions to the Design Documents to achieve reconciliation of the Architect's Construction Cost Estimate with an independent Construction Cost Estimate or to conform the Construction Cost Estimate to the Construction Budget shall be completed by the Architect without adjustment of the Contract Price.
- 4.6. Approvals/Permitting of Working Drawings. The Architect shall submit the District accepted Working Drawings to all governmental and quasi-governmental agencies with jurisdiction over any portion of the Project as necessary for the bidding and construction of the Project including without limitation, approvals and construction authorization issued by the Division of State Architect ("DSA"). Without adjustment of the Contract Price hereunder, Architect shall revise Working Drawings as required by DSA or other governmental or quasi-governmental

agencies with jurisdiction over the Project, or portions thereof, to obtain their respective approval(s) and authorization to bid and construct the Project.

- 4.7. Architect Provision of Working Drawings. The Architect shall provide the District with one (1) clear background, reproducible copy of the Drawings and an electronic file of the Specifications to the District for bidding and construction of the Project. Reproduction of the Drawings and Specifications for the Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Architect or its Design Consultants, in which case, the Architect shall bear all costs of preparing revisions or corrections and reproduction of Working Drawings. The District will furnish Architect with one (1) set of the DSA permitted Working Drawings for use by Architect and its Design Consultants in the Bidding and Construction Phases of the Project; reproduction of additional sets of the Working Drawings for use by the Architect or its Design Consultants shall be at the sole expense of the Architect without adjustment of the Contract Price hereunder.

5. Basic Services; Bidding Phase.

- 5.1. Development of Bid Documents. In consultation with the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract for the Project. The Architect will generally review and comment upon the District's forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District in the preparation of information, documents and forms necessary or appropriate for bidding.
- 5.2. Bidding Process. During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the Project, the Design Documents, or the Construction Documents; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to the Design Documents, Contract Documents, Bid Documents and/or Construction Documents for the Project. As requested by the District, the Architect will assist the District in obtaining required governmental approval(s) for award of the Construction Contract for the Project.
- 5.3. Bid Costs Exceeding Construction Budget. If within one hundred fifty (150) days of the date of DSA issuance of approval of the Construction Documents for construction, the District solicits Bid Proposals from bidders for award of the Construction Contract, and the lowest bona fide Bid Proposal exceeds the Construction Budget, the District may: (i) approve of an increase in the Construction Budget; (ii) reject all Bid Proposals and authorize re-bidding of the Project; (iii) abandon or terminate the Project; or (iv) revise the scope, or reduce or eliminate portions of the Project so the Project can be bid and constructed within the Construction Budget. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Project or component parts thereof which cause the Bid Proposals to exceed the Construction Budget, if the District elects to revise the Project pursuant to (iv) above, the Architect shall make all necessary revisions to the Construction Documents so that the Work therein can be constructed for the Construction Budget without adjustment of the Contract Price due the Architect hereunder. If the District elects to reject all Bid Proposals and re-bid the Project, for such subsequent re-bid(s), the Architect and its Design Architects shall perform the obligations set forth in Paragraph 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price.
- 5.4. Conformed Design Documents. After conclusion of the Bidding Phase and prior to commencement of the Construction Phase of the Project, the Architect shall prepare

Conformed Design Documents which consist of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Architect shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned commencement date of the Construction Phase of the Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of the Project.

6. Basic Services; Construction Phase.

- 6.1. Administration of Construction Contract. Architect will provide assistance to the District in administration of the Construction Contract for the Project and construction of the Project. The scope of the Architect's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract for the Project. The Architect's administration of the Construction Contract for the Project shall be in conjunction with the services and responsibilities of the Project Inspector and the Construction Manager, if any and the District. The Architect shall be a representative of the District and shall advise and consult with the District regarding construction of the Project until Final Payment under the Construction Contract for the Project is due and Final Completion of the Project is certified by the Architect and other Project participants including the Project Inspector and Construction Manager for the Project. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. The Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to construction of the Project. Compliance with such controls, procedures, processes or reporting functions implemented for the Project shall be without adjustment of the Contract Price.
- 6.2. DSA Project Inspector; Tests & Inspections. The Architect shall comply with all obligations and shall timely complete such obligations established by DSA relating to the Project Inspector and Test & Inspections services for the Project. The foregoing include without limitation compliance with requirements established in DSA PR 13-01.
- 6.3. Site Observations. The Architect shall attend weekly meetings at the Site and other meetings relating to the Project and shall visit the Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Design Documents. On the basis of observations made during Site visits and in its capacity as an Architect, the Architect shall: (i) keep the District informed of the progress and quality of the Work; and (ii) endeavor to guard the District against defects and deficiencies in the Work and the failure or refusal of the Contractor to perform the Work in accordance with the terms and intent of the Construction Contract and the Design Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by the Laws, if in the course of its Site observations, the Architect fails to discover or report to the District any patently observable major defect or deficiency in construction of the Project, or in the Project itself, which by exercise of due care should have been observed by the Architect and reported to the District, the Architect will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District, provided that such services are in addition to, and not in lieu of, other Architect liabilities resulting from such failure. The foregoing shall not be deemed to obligate the Architect to observe or inspect concealed conditions, unless

the nature of the visually apparent conditions are such that a prudent Architect would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Work. The Architect shall have access to the Work wherever in preparation, fabrication or progress.

6.4. Contractor Applications for Payment.

6.4.1. Development of Payment Procedures. In consultation with the District and the Construction Manager, if any, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for the Project.

6.4.2. Certification of Payment Due. Based on the Architect's observations and evaluations and in conjunction with the observations and evaluations of the Construction Manager, if any, and the Project Inspector, the Architect shall certify the amount due the Contractor on each Application for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Architect's representation to the District that the Contractor is entitled to the amount certified

6.4.3. Limitations Upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Architect hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

6.4.4. Final Payment. In conjunction with the Construction Manager, if any, and the Project Inspector for the Project, the Architect shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

6.4.5. Timely Action by Architect. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Architect shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys' fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Architect fails to take timely action pursuant to the preceding, the Architect shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.

6.5. Rejection of Work. The Architect shall have the authority, after notification to the District, to reject Work of the Project which does not conform with the requirements of the Construction

Contract. Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract upon written notice to the District, and prior authorization by the District, the Architect may require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract, whether such Work is prepared, fabricated, installed or constructed.

6.6. Changes.

6.6.1. Changes Procedures and Processing. In consultation with the District and the Construction Manager, if any, the Architect shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of the Project.

6.6.2. Evaluation of Changes; Change Orders. The Architect shall assist the District in evaluating Change Proposals of the Contractor and will make recommendations to the District for accepting, modifying or rejecting Cost Proposals. Where Changes are authorized by the District and the terms of the Construction Contract, the Architect shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

6.7. Authority to Direct Minor Changes. The Architect may authorize and direct minor Changes in the Work of the Project which do not involve an adjustment of the Contract Time or the Contract Price under Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect and copied to the District. The Architect shall be liable to the District for all charges, expenses, losses or other costs, including without limitation, consequential damages, arising out of or related in any manner to the Architect's direction or authorization to the Contractor for the Project to perform Changes which are not minor or which involve an adjustment of the Contract Time or the Contract Price under the Construction Contract.

6.8. Interpretations.

6.8.1. Procedures for Handling Contractor's Requests. In conjunction with the District and the Construction Manager, if any, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Project or the Construction Documents.

6.8.2. Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District or the Contractor on written request of either the District or the Contractor. The Architect shall respond to, and issue clarifications, as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon. The Architect shall be liable for all consequences of its failure to timely and completely respond to Contractor requests or inquiries.

6.8.3. Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract and the Construction Documents and shall be in writing or in the form of Drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the

Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

6.8.4. Contractor Claims. The Architect shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Architect's decisions shall be in accordance with any applicable time limits set forth in the Construction Contract; if no time limits are set forth, the Architect shall render decisions within a reasonable time.

6.9. Records and Reports. The Architect shall maintain current, accurate and complete records relating to the construction of the Project, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar records for the Project. The Architect shall timely prepare and submit all reports regarding Project construction as required by applicable law, rule or regulation. Upon completion of Project construction, the Architect shall delivery all such records and reports to the District. The Architect may, at its sole cost and expense, reproduce such records and reports solely for the Architect's archival purposes.

6.10. Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor.

7. Basic Services; Post Construction Phase.

7.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, Project Inspector and Construction Manager, if any, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. When Substantial Completion is achieved, the Architect shall determine and certify the date of Substantial Completion of the Project, or portions thereof.

7.2. Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Inspector, Construction Manager, if any, and the Contractor, the Architect shall note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform with the requirements of the Construction Contract ("the Punchlist"). The Architect shall determine the time reasonably necessary to complete the Punchlist items and notify the Contractor of such time limitations for completing the Punchlist. The Architect shall thereafter periodically review the Contractor's performance and completion of the Punchlist. The Architect shall keep the District informed of the status of completion of the Punchlist.

7.3. Final Completion. In conjunction with the District, Project Inspector and Construction Manager, if any, and upon request of the Contractor, the Architect shall inspect the Work of the Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Architect shall determine and certify the date of Final Completion of the Project or portions thereof.

7.4. Close-Out Documents.

- 7.4.1. Assembly/Transmittal of Contractor Close-Out Documents. If the District does not retain a Construction Manager for the Project, the Architect shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Construction Manager for the Project, the Architect shall review the close-out materials assembled by the Contractor and delivered to the Construction Manager for conformity to the Close-Out requirements for the Project. If the Contractor fails to fully comply with its close-out obligations, the Architect shall make recommendations to the District for implementation of measures to secure the Contractor's compliance; as requested by the District, the Architect shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations as directed or authorized by the District.
- 7.4.2. Governmental Agency Close-Out. The Architect shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the construction of the Project. An express condition precedent to the Architect's right to receive the portion of the Contract Price for an Project allocated for the Post-Construction Phase of Basic Services and an express condition precedent to the District's obligation to disburse the portion of the Contract Price allocated for the Post-Construction Phase of Basic Services is the Architect completion of all its Post-Construction obligations, including without limitation the preparation and submission of Verified Reports to DSA and Project Certification is issued by DSA.
- 7.4.3. As-Built Drawings. The District will require the Contractor for the Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Submittals. The Contractor will be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Architect for the Architect's review and delivery to the District. The Architect's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor. The Architect shall provide the trade contractors engaged in the mechanical, electrical, plumbing and structural portions of the Project with all Drawings Sheets of Building Backgrounds for preparation of As-Built Drawings for those portions of the Project.

8. Additional Services.

- 8.1. Authorization for Additional Services. The services described in this Paragraph 8 are not included in the scope of Architect's Basic Services. The Architect shall not complete or provide any Additional Service without express prior written direction and authorization of the District.
- 8.2. Additional Services Compensation. If the District directs and authorizes the Architect to complete any Additional Services, compensation for such directed and authorized Additional Services shall be in accordance with the provisions of this Agreement relating to payments for District authorized Additional Services. No compensation shall be due the Architect for Additional Services completed without the express prior written direction and authorization of the District.
- 8.3. Additional Services. The following are Additional Services:

- 8.3.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the Construction budget for the Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Project where such enactment or revision could not have been reasonably foreseen by Consultant; or (iii) due to the District's failure to render decisions in a timely manner.
- 8.3.2. District/Contractor Default. Services required or necessary as a result of the failure of performance by the District or the Contractor.
- 8.3.3. Design Documents Changes. Except as provided in Paragraph 6.5 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of the Project.
- 8.3.4. Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of the Project, except where Consultant is a party thereto, is called as a percipient witness (in which case Consultant shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.
- 8.3.5. Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of the Project.
- 8.3.6. Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of the Project or to provide measured drawings thereof. The foregoing excludes investigation of the existing conditions of facilities and improvements subject to demolition.
- 8.3.7. Financial/Special Studies. Providing financial feasibility or other special study in connection with the Project.
- 8.3.8. Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services.
- 8.3.9. Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of the Project or the components thereof to the District.
- 8.3.10. Additional Design Consultants. Providing services of Design Consultants, except for those which are included as part of the Basic Services.

9. Insurance and Indemnity

- 9.1. Architect Insurance. At all times while providing or performing services under this Agreement, the Architect and its Design Consultants shall obtain and maintain the policies of insurance described in this Paragraph 9. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Architect and its Design Consultants shall be as set forth in this Agreement. Policies of insurance required of the Consultant and its Design Consultants will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
- 9.2. Workers Compensation and Employers Liability Insurance. The Architect shall obtain and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of the Architect hereunder may be obtained by the Architect as a separate policy of insurance or as an

additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by the Architect hereunder.

- 9.3. Commercial General Liability and Property Insurance. The Architect shall obtain and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which the Architect may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to the Architect's obligations under this Agreement. The District shall be an additional insured to Architect's commercial general liability insurance policy.
- 9.4. Professional Liability Insurance. The Architect shall obtain and maintain professional liability insurance covering liabilities of the Architect arising out of the performance of services under this Agreement.
- 9.5. Design Consultants' Insurance. Each of the Design Consultants retained by the Architect to provide or perform any part of the Basic Services under this Agreement shall obtain and maintain policies of insurance for: Workers Compensation, Employers Liability, Commercial General Liability/Property Damage and Professional Liability. Each policy of insurance obtained by each of the Architect's Design Consultants shall conform to the standards or requirements set forth in Paragraph 9.1 above and Paragraph 9.6 below.
- 9.6. Policy Endorsements; Evidence of Insurance. The Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.
- 9.7. Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Architect and each Design Consultant to the Architect are:

Policy of Insurance	Minimum Coverage Amount
Workers Compensation	In accordance with Laws
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including bodily injury, death and property damage)	Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate
Automobile Liability - Bodily Injury or Death	One Million Dollars (\$1,000,000) combined single limit
Professional Liability	Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate

- 9.8. Policy Endorsements; Evidence of Insurance. The Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.
- 9.9. Indemnity.
- 9.9.1. Consultant Indemnity. To the fullest extent permitted by the Laws, the Architect shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, Trustees, agents and representatives (collectively “the Indemnified Parties”) from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Architect’s employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable to the negligent or willful acts, omissions, errors and/or other conduct of Architect, its Design Consultants or the employees, agents and representatives of Architect or any of its Design Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys’ fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- 9.9.2. District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by a policy of Builder’s Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

10. Consultant Compensation

- 10.1. Contract Price. The District will pay the Architect the lump sum fixed price Contract Price of _____ Dollars (\$_____) for completion of the Basic Services. The Contract Price established pursuant to the foregoing shall not be subject to adjustment unless: (i) the District authorizes or direct the completion of Additional Services which are not required as a result of any fault, neglect or failure of the Architect or any Design Consultant to the Architect; (ii) the District authorizes or direct material changes to the scope of the Project during the Working Drawing Phase of the Basic Services under this Agreement which materially increase the Construction Budget.
- 10.2. All-Inclusive Contract Price. The Contract Price includes the Architect’s fee, Design Consultants’ fees, personnel expense of the Architect and Design Consultants, inclusive of all benefits and burdens, travel for the personnel of the Architect and Design Consultants to and from their respective offices and the District and the Site of the Project as well as travel within the **counties of Los Angeles, Orange, Riverside and San Bernardino**, insurance and all other administrative and/or overhead costs associated with or arising out of performance of the Basic Services.
- 10.3. No Reimbursable Expenses. The Contract Price includes all costs and expenses incurred by Architect to complete the Basic Services or authorized Additional Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Architect and Design Consultants to the Site and the District’s Administrative offices. Unless expressly

authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature, unless otherwise specified in the project fee proposal.

10.4. Additional Services. If the District authorizes or directs the Consultant to perform or provide Additional Services described generally in Paragraph 8 of this Agreement, the Architect be compensated such Additional Services based upon the lesser of: (i) the actual time of the personnel of the Architect and/or the Consultant's Design Consultants multiplied by the applicable hourly rate set forth in Exhibit A hereto; or (ii) the time of personnel reasonably determined by the District to be reasonably necessary to complete the District authorized Additional Services, multiplied by the applicable hourly rate set forth in Exhibit A hereto.

10.5. District Payments.

10.5.1. Allocation of Contract Price. The District's payment of the Contract Price shall be allocated amongst the various Phases of the Basic Services for the Project as follows:

Basic Services Phase	Portion of Contract Price
Pre-Design (Programming)	
Preliminary Plans	
Working Drawings	
Bidding	
Construction	
Post-Construction	

10.5.2. Architect Billings to District. During the course of providing Basic Services, the Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. The Architect's billings shall be in such form and format as may be reasonably requested by District. The Architect's billings for any Basic Services Phase shall be limited to the portion of the Contract Price allocated for each Basic Services Phase, as set forth in Paragraph 10.5.1 above. If the portion of the Contract Price allocated for a Basic Services Phase is exhausted before the Architect's completes obligations for such Basic Services Phase, the Architect shall complete all remaining obligations for such Basic Services Phase without adjustment of the Contract Price or the portion of the Contract Price allocated to such Basic Services Phase.

10.5.3. District Payments to Architect. Within thirty (30) days of receipt of the Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor(s) engaged by the District for construction of the Project. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if the Architect fails to timely and completely perform obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after the Architect has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

11. Term; Time.

- 11.1. Term. The Term of this Agreement shall commence upon the District and the Consultant each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Trustees. The Term shall expire upon the Architect's completion Post-Construction Phase of the Basic Services.
- 11.2. Time. All of the Basic Services and authorized Additional Services set forth in this Agreement shall be completed by the Architect in a prompt and diligent manner as is consistent with professional skill and care. The Architect's schedule for completion of Basic Services for the Project is set forth below. The Architect's performance and completion of Basic Services shall be in accordance with such schedule. The Architect shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Architect to complete Basic Services in accordance the Basic Services Schedule, provided that the Architect's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Architect.
- 11.3. Basic Services Schedule. Basic Services under this Agreement shall be completed by the Consultant in accordance with the following:

Basic Services	Completion Date
Pre-Design (Programming)	
Preliminary Plans	
Working Drawings	
Bidding	
Construction	
Post-Construction	

12. Termination; Suspension

- 12.1. Termination for Default. Either the District or Architect may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (i) the Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (ii) if the Architect disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the shall be based upon Basic Services and authorized Additional Services provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of the Project. The Architect shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination

pursuant to the foregoing or otherwise arising out of the Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due the Architect for hereunder for Basic Services or authorized Additional Services.

- 12.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of the Project or the Architect's services under this Agreement; provided, however, that if the District shall suspend the Architect's services for the Project for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of the Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by the Architect, if any, as a direct result of the suspension and resumption of the Architect's services for the Project.
- 12.3. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to the Architect for Basic Services and authorized Additional Services provided through the date of termination. No other compensation shall be due the Architect upon the District's termination for the District's convenience.
- 12.4. Architect Suspension of Services. If the District shall fail to make payment of the Contract Price when due the Architect hereunder, the Architect may, upon seven (7) days advance written notice to the District, suspend further performance of Basic Services until payment is made. In such event, the Architect shall have no liability for any delays or additional costs of construction of the Project due to, or arising out of, such suspension.
- 12.5. Consultant Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 12.1 or Paragraph 12.3 of this Agreement, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents for the Project. If requested by the District, the Architect shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District for archival purposes

13. Miscellaneous

- 13.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.
- 13.2. Marginal Headings; Captions. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.
- 13.3. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or

void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 13.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 13.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither the Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 13.6. Authority. The individual(s) executing this Agreement on behalf of the Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.
- 13.7. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

If to Architect:

- 13.8. Disputes.
 - 13.8.1. Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Architect, notwithstanding any disputes between District and Architect hereunder or in connection with the Project, the Architect and District shall each continue to perform their respective obligations hereunder; including the obligation of the Architect to continue to provide and perform Basic Services and authorized Additional Services pending a subsequent resolution of such disputes.
 - 13.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Architect and the District arising out of or pertaining to this Agreement or the Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the

foregoing is a condition precedent to either the District or the Architect commencing arbitration proceedings.

13.8.3. Binding Arbitration. Claims, disputes, disagreements or other matters in controversy between the District and the Architect which are not resolved by the mandatory mediation proceeding described above shall be resolved by binding arbitration proceedings conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (“AAA”) in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Architect only if the Arbitration Award is: (i) supported by applicable law; (ii) supported by substantial evidence pursuant to California Code of Civil Procedure §1296; and (iii) includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. The District and Architect hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence, or is based on an error of law, or is not accompanied by Findings of Fact and Conclusions of Law. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

13.8.4. Architect Compliance with Government Code §900 et seq. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Architect against the District in a demand for arbitration filed pursuant to Paragraph 13.8.3 above is deemed a “suit for money or damages” under Government Code §900 et seq. An express condition precedent to the Architect’s commencement of arbitration proceedings under Paragraph 13.8.3, is the Architect’s compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth herein, all claims demands, disputes, disagreements or other matters in controversy asserted by the Architect against the District seeking money or damages in any sum shall first be presented to the District’s Board of Trustees and acted upon or deemed rejected by the Board of Trustees in accordance with Government Code §900 et seq.

13.9. Architect Independent Contractor Status. In providing services hereunder, the Architect is an

independent contractor to the District.

- 13.10. Confidentiality. Unless disclosure is required by applicable law or valid court order, the Architect and its Design Consultants shall maintain the confidentiality of all information provided by or through the District to the Architect or its Design Consultants and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Architect or its Design Consultants relating to this Agreement or the Project.
- 13.11. Definitions.
- 13.11.1. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for the Project or any portion thereof.
- 13.11.2. Design Consultant(s). Design Consultant(s) are individuals or entities retained by Consultant to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of the Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. The Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; the Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.
- 13.11.3. Site. The physical area for related activities of the Project.
- 13.11.4. Construction Budget. The Construction Budget refers to the total costs allocated by the District for construction of the Project, exclusive of: (i) the Contract Price under this Agreement; (ii) Site acquisition costs; (iii) test/inspection costs; and (iv) the costs of Group II FFE. The Construction Budget established by the District may be modified by the District upon notice to the Architect.
- 13.12. Use and Ownership of Design Documents.
- 13.12.1. Ownership. Notwithstanding any provision of the Laws to the contrary, including without limitation the provisions of Education Code §17317, all of the Architect's Instruments of Service, including without limitation, the originals and reproducible transparencies of the Drawings, Specifications and other Design Documents prepared by or on behalf of the Architect under this Agreement (which include, but are not limited to, working drawings, and master plans, preliminary sketches, Architect presentation drawings, structural and other engineering calculations or computations and estimates) are and shall remain the property of the District. By executing this Agreement, the Architect acknowledges that it transfers to the District all of the Architect's copyrights and intellectual property rights in and to the Design Documents to the District; the Architect further acknowledges that by executing this Agreement, it waives all copyright and intellectual property rights relating to the Design Documents, including without limitation, all statutory, common law and reserved rights. Upon the termination of this Agreement or the abandonment of all or any portion of the Project, and the payment of the Architect for all services rendered to the District for the Project through the effective date of termination, the District may use any portion of the Design Documents (whether completed or in progress) for any purpose, in the sole and exclusive discretion of the District without additional

compensation to the Architect. The District hereby agrees to defend, indemnify, protect and hold harmless the Architect from all claims, damages, liabilities and expenses including attorney's fees arising out of such reuse of such materials and documents by the District or anyone acting through or on behalf of the District. The District hereby grants to the Architect and its Design Consultants an unlimited royalty-free license to use any portion of the Design Documents, proprietary information and Instruments of Service for their future use in conducting their respective practices.

13.12.2. Right to Use. The Architect grants to the District a perpetual license to use and/or reuse all or any part of the Design Documents at the District's sole discretion with no additional compensation to the Architect for the purposes of: (i) construction of all or part of the Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of the Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Design Documents are used for such purposes. If the District uses or reuses the Design Documents on any project other than the Project for which the Design Documents were prepared for, the District shall remove the Architect's seal from the Design Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Design Documents on such other project.

13.12.3. District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Design Documents and any intellectual property rights therein. The Architect shall require any and all of the Design Consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such Design Consultants performed pursuant to this Agreement.

13.12.4. Architect Right to Grant License. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Design Documents prepared by or through the Architect under this Agreement.

13.13. Time. Time is of the essence in the performance and completion of obligations under this Agreement.

13.14. Entire Agreement. The RFQ Response and Exhibit A (Personnel Rate Schedule) constitute the entire agreement and understanding between the District and the Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Architect.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date set forth above.

District
Compton Community College District

Architect
[Architect Name]

By: _____

By: _____

Title: _____

Title: _____

**QUALIFICATIONS STATEMENT
(Attachment C)**

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent’s RFQ Response will render the RFQ Response non-responsive and rejected.

1. Contact Information

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

Corporation

(State of Incorporation & Corporate Registration No.)

Partnership

(Describe type of partnership i.e., general partnership, limited partnership)

Limited Liability Company

Limited Liability Partnership

Joint Venture

(Identify each member of Joint Venture and form of entity of each Joint Venturer)

Sole Proprietorship

(Identify all equity owners)

1.3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

2. Prior Experience. Provide a summary of **ALL** architectural services provided by the Respondent (or Respondent’s predecessor) to a California community college district and/or a California K-12 public school district within the past ten (10) years which are identical or similar to the Architectural Services described in the RFQ and the Architectural Services Agreement for a project similar in size, scope, complexity and budget to the Project. Provide the summaries in the format set forth below. Attach additional summaries as necessary and identify each additional summary by sequential “Assignment No.” numbering.

Respondents are cautioned that if the District determines based on the District’s investigation that a Respondent failed to disclose and identify ALL other architectural services provided by the Respondent (or Respondent’s predecessor) to California

community college districts and/or California K-12 public school districts within the past ten (10) years which are identical or similar to the Architectural Services described in the RFQ and the Architectural Services Agreement for a project similar in size, scope, complexity and budget to the Project, the Respondent's RFQ Response is subject to rejection for non-responsiveness.

ASSIGNMENT NO. 1	
Client name	
Project description	
General description of architectural services completed	
Dates of Architectural Services (beginning and end dates)	
Approximate dollar value of Architectural Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

ASSIGNMENT NO. 2	
Client name	
Project description	
General description of architectural services completed	
Dates of Architectural Services (beginning and end dates)	
Approximate dollar value of Architectural Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

3. Essential Minimum Qualifications. Any response of a Respondent indicating “not qualified” to the following minimum qualifications criteria will result in rejection of the Respondent’s RFQ Response for failure to meet minimum qualifications criteria.

3.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.2. Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Millions Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.3. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

3.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

- Yes (not qualified)
- No

3.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?

- Yes (not qualified)
- No

3.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

- Yes (not qualified)
- No

3.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- Yes (not qualified)
- No

3.8. Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.

- Yes (not qualified)
- No

4. Background.

4.1. Consultant Experience.

4.1.1. Years In Business. The Respondent has provided architectural or design professional services under Respondent's current trade/business name. _____

4.1.2. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent's current trade/business name?

Yes

No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years.

4.1.3. Prior Architectural Services. Do the prior architectural services assignments identified and disclosed in the Respondent's response to Paragraph 2 above include all architectural services assignments similar to those described in the RFQ for projects similar in scope, size, complexity and budget as the Project completed by Respondent under a prior trade/business name?

Yes

No

Not Applicable

If "No" provide a summary of each other assignments completed in the prior ten (10) years under Respondent's prior trade/business name(s) using the summary format set forth in Paragraph 2.

4.1.4. Officers and Equity Owners. Is any current equity owner, officer or employee of Respondent currently or previously employed by or owned an equity interest of ten percent (10%) or more in any other firm, company, corporation, partnership or other form of business entity that provided work, materials, equipment or services to the District in the prior ten (10) years?

Yes

No

If "Yes": (i) identify all such equity owners, officers and employees; (ii) provide the name(s) of all such other firms, companies, corporations, partnerships or other business entities; and (iii) generally describe the work, materials, equipment or services provided by such other firms, companies, corporations, partnerships or other business entities to the District. **Respondents are cautioned that if the District determines based on the District's investigation that a Respondent failed to fully disclose and identify ALL current equity owners, officers and employees of Respondent who are currently or were previously employed by or owned equity in any other firm, company, corporation, partnership or other business entity that previously providing the District with work, labor, equipment or services, the Respondent's RFQ Response is subject to rejection for non-responsiveness.**

4.2. Claims and Disputes.

4.2.1. Respondent Reported Claims. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to the California Architects Board ("Board") any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's

predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater, as required by California Business & Professions Code §5588(a)?

- Yes
- No

If “Yes” on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

- 4.2.2. Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the California Architects Board (“Board”) payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent’s predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater, as required by California Business & Professions Code §5588.1?

- Yes
- No

If “Yes” on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

- 4.2.3. Design Consultants’ Reported Claims. Within the past ten (10) years, have any of the Respondent’s proposed Design Consultants or their respective predecessor(s) reported to the Board for Professional Engineers, Land Surveyors, and Geologists (“Engineer Board”) any civil action settlement or administrative action resulting in a settlement against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the settlement is greater than fifty thousand dollars (\$50,000) or any civil action judgment, settlement, or binding arbitration award, or administrative action resulting in a judgment, settlement, or binding arbitration award against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the judgment, settlement, or binding arbitration award is twenty-five thousand dollars (25,000) or greater, as required by California Business & Professions Code §6770(a)(3)and (4)?

- Yes
- No

If “Yes” on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

- 4.2.4. Design Consultants’ Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for any of the Respondent’s proposed Design Consultants reported to the Engineer Board payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Design Consultant or the Design Consultant’s predecessor, as required by

California Business & Professions Code §6770.1?

- Yes
- No

If “Yes” on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

4.2.5. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent or any Design Consultant to Respondent in connection with architectural or design professional services provided by or through Respondent for any public or private work of improvement.

- Yes
- No

If “Yes” provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

4.2.6. Design Consultants’ Pending Professional Liability Claims and Disputes. Are any of Respondent’s proposed Design Consultants currently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of the Design Consultant in connection with engineering or design professional services provided by or through the Design Consultant for any public or private work of improvement?

- Yes
- No

If “Yes” provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

4.2.7. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for architectural services in which the Respondent is seeking additional compensation.

- Yes
- No

If “Yes” on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFQ process.

Executed this ___ day of _____ 20__ at _____.
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

**PROPOSAL
(Attachment D)**

Respondent: _____

The above-identified Respondent submits the following Proposal for completing architectural and related design professional services for the Instructional Building #1 Project ("Project")

1. Respondent's Proposed Project Team

Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2. Design Disciplines; Design Consultants. Complete the following to identify the employees of the Respondent or the Design Consultants the Respondent intends to retain for completing services necessary for the following design disciplines:

2.1. Civil Engineering.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ Phone _____ Contact Person _____
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
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2.2. Structural Engineering.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ Phone _____ Contact _____ Person
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2.3. Mechanical Engineering.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ Phone _____ Contact _____ Person
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2.4. Electrical Engineering.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ Phone _____ Contact _____ Person
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2.5. Plumbing Engineering.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ _____ Phone _____ Contact _____ Person
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

2.6. Landscape.

To be completed by Respondent's employees; provide details below:

Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

To be completed by Design Consultant to Respondent, provide details below.

Design Consultant	Name: _____ Address _____ _____ Phone _____
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	Contact _____ Person
Project Executive	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer
Project Manager/Job Captain	Name: _____ <input type="checkbox"/> California licensed architect <input type="checkbox"/> California registered engineer

3. Proposed Price. For completion of the Basic Services and other obligations of the Architect under the Architectural Services Agreement, the Respondent proposes a lump sum fixed price of _____ Dollars (\$_____) (“Price Proposal”). The proposed Lump Sum Fixed Price broken down among the various Phases described in the Architectural Services Agreement as follows:

3.1. Design Phase. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of Design Documents and DSA issuance of authorization to construct the Project during the Design Phases of the Architectural Services Agreement. The Respondent proposes that the foregoing be allocated to the tasks and activities of the Design Phase as follows:

3.1.1. Complete Project Programming and Planning. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of Project Programming and Planning.

3.1.2. Complete Preliminary Plans. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of the Project Preliminary Plans.

3.1.3. Complete Working Drawings. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of the Project Working Drawings.

3.1.4. Obtain DSA Authorization to Construct Project. The lump sum fixed price of _____ Dollars (\$_____) is proposed for obtaining DSA authorization to construct the Project.

3.2. Bid Phase. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of the Bid Phase.

3.3. Construction Phase. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion the Construction Phase.

3.4. Post-Construction Phase. The lump sum fixed price of _____ Dollars (\$_____) is proposed for completion of the Post-Construction Phase.

4. Reimbursable Expenses. The Lump Sum Fixed Price proposed in Paragraph 3 incorporates all fees, costs or expenses that the Respondent may incur to complete obligations under the Architectural Services Agreement.

YES NO

5. Proposed Expense Reimbursements. If the Lump Sum Fixed Price proposed in Paragraph 3 does not include all fees, costs or expenses incurred to complete the Architectural Services, the Respondent proposes billing the District for the following fees, costs or expenses incurred to complete obligations under the Architectural Services Agreement.

5.1. Travel.

5.1.1. Privately Owned Automobile Travel; Costs Per Mile. If personnel travel by a privately owned automobile, the charge per mile traveled is ____ cents (____¢) per mile (“Mileage Charge”).

5.1.2. Mileage Charges. The Mileage Charge billed to the District for travel by privately owned automobile will be for:

Round Trip Travel

One Way Travel

5.1.3. Airfare. If travel is by air, the charge is the actual costs of economy class airfare without mark-ups.

Yes

No, billings will be for costs plus ____ percent (____%) mark-up

5.1.4. Rental Car. If travel is by a rental car, the billing is the actual costs for an economy class rental car without mark-ups.

Yes

No, billings will be for costs plus ____ percent (____%) mark-up

5.1.5. Per Diem Expenses. If travel and overnight stay or more is required the per diem charge (excluding mileage, airfare charges or rental car charges) for lodging, meals and incidental expenses is:

Lodging _____ Dollars (\$_____) per day.

Meals _____ Dollars (\$_____) per day.

Incidental Expenses _____ Dollars (\$_____) per day.

5.1.6. Charges for Personnel Travel Time. If personnel travel, Respondent proposes to bill the District for travel time of personnel as follows:

No travel charges for personnel travel (travel time included in Price Proposal).

Flat rate travel charge for personnel travel of _____ Dollars (\$_____) per person travelling.

Hourly rate charge for personnel travel at _____ Dollars (\$_____) per hour per person travelling.

If an hourly rate is proposed, the billings are for:

Round Trip Travel

One Way Travel

Not Applicable, no travel charge proposed for personnel travel time.

5.2. Communications.

5.2.1. Phone/Fax Charges: _____

5.2.2. United States Mail Charges: _____

5.2.3. Private Courier/Overnight Service: _____

5.2.4. Other Communications Charges: _____

5.3. Production.

5.3.1. CAD/Plotting: _____

5.3.2. Reproduction.

Up to 11” x 14” size reproductions: _____

Quarter sheet reproductions: _____

Half-sheet reproductions: _____

Full sheet reproductions: _____

6. Additional Services. Set forth below the proposed hourly billing rates for Additional Services if the District authorizes any Additional Services.

Respondent Personnel Proposed Additional Services Hourly Billing Rates		
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel)

Design Consultant Personnel Proposed Additional Services Hourly Billing Rates	Design Consultant Name: _____	
	Name	Proposed Hourly Rate

(Duplicate as necessary for all proposed Design Consultants)

7. Acknowledgment and Confirmation. The Respondent has a full and complete understanding of the Architectural Services required for the Project. The Respondent certifies that all proposed personnel are duly certified, licensed, approved and otherwise qualified to complete obligations under the Architectural Services Agreement and the architectural services assigned to such personnel, if the Architectural Services Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Proposal.

By: _____
(Signature of Respondent's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____