



**COMPTON COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFP")
ARCHITECTURAL AND RELATED DESIGN PROFESSIONAL SERVICES FOR STUDENT
HOUSING ("PROJECT")
RFP NO. CCC-071**

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HOUSING (“PROJECT”)
RFP NO. CCC-071**

Compton Community College District (“District”) requests that qualified architectural services firms (“Respondents”) submit responses to this RFP to provide architectural and related design professional services for the Student Housing Project.

1. Introduction.

1.1. The District. Compton Community College District (District) was established in 1927 as a component of the Compton Union High School District. In 1950, voters approved a bond issue separating the college from the high school district. Construction of the Compton College campus was completed on the present site of Compton College. Classes began on the new Compton College campus in fall 1956. The District geographic service area encompasses approximately 29 square miles, making educational services available to nearly 300,000 residents of Compton, Lynwood, Paramount and Willowbrook, as well as portions of Athens, Bellflower, Carson, Downey, Dominguez, Lakewood, Long Beach and South Gate. Today, about 290 full and part-time faculty teach more than 40 degree programs and 30 certificate programs. Compton College is a welcoming and inclusive community where diverse students are supported to pursue and attain student success. Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.

1.2. Student Housing Project. The District intends to construct a student housing facility on the Compton College campus to address housing-insecure and homeless Compton College students. The District retained Gensler to conduct preliminary studies and analysis of student housing alternatives. Through these studies, the District has elected to design and construct a 250-bed student housing facility with specific unit configurations: (i) 50 Type A Units will house two students per unit, with access to shared bathrooms and common spaces; (ii) 50 Type B Units will house two students per unit and will include a bathroom and access to common spaces; and (iii) 50 Type C Units for single occupants’ independent living.

1.2.1. Project Funding. Pursuant to SB 169, the District submitted an application for student housing grant funds utilizing the Chancellor’s Office JCAF 32 form. The JCAF 32 is incorporated into this RFP as Attachment 4 and is summarized as follows:

Architectural Fees (for Preliminary Plans)	\$1,753,083
Architectural Fees (for Working Drawings)	\$2,003,523
New Construction (bldg.) (w.Group 1 equip)	\$62,610,100
Architectural and Engineering Oversight (Construction)	\$1,252,202

1.2.2. COBCP. The JCAF 32 was accompanied by the District’s Capital Outlay Budget Change Proposal (“COBCP”) which describes the Project as 4-story, 86,000 gross square foot facility which will provide affordable student housing in three (3) alternative housing plans with a total of 250 beds. The COBCP is incorporated into this RFP as Attachment 5.

1.2.3. Modular Pre-Fabricated Facility. The JCAF 32 and COBCP are based on design and construction of the Project utilizing pre-fabricated modular building components. Proposals to provide architectural and related design professional services for the Project must be based on completing Project design utilizing pre-fabricated modular

building components. The Architect selected for the Project will be required to complete Design Documents for the modular building components that collectively form the housing facility as well as the sitework, site infrastructure and other site requirements. The Architect will be responsible for securing DSA approval for the modular building and modular building components as well as the sitework. The Architect will be responsible for all aspects of the Project including sitework, modular buildings and their installation.

- 1.2.4. Project Layout. The District has completed a preliminary layout of the units and facilities that will constitute the Project. The Architect selected for the Project will be required to prepare Design Documents for the Project conforming to the Project preliminary layout. The Project preliminary layout is incorporated into this RFP as Attachment 6.
- 1.2.5. Project CEQA. Concurrently with issuance of this RFP, the District is procuring environmental consultant services to complete necessary environmental assessments of the Project to ascertain environmental impacts of the Project and measures, if any, necessary to mitigate the effect of such environmental impacts ("CEQA Analysis"). The results and conclusions of the CEQA Analysis shall be incorporated by the Respondent selected to provide architectural and related design professional services for the Project.
- 1.2.6. Project Planning Materials. The materials in Attachments 4, 5 and 6 to this RFP are reference materials relating to Project planning.
- 1.2.7. Project Schedule. The District anticipates completing design and construction of the Project in accordance with the following. Respondents are advised that the following Project schedule is preliminary in nature and the District expressly reserves the right to adjust the Project schedule requirements.

Project Milestone	Completion Date
Start Programming and Preliminary Plans	8/1/2022
Complete Preliminary Plans	10/1/2022
Complete Working Drawings	1/1/2023
DSA Final Approval	7/1/2023
Advertise Bid for Construction	7/15/2023
Award Construction Contract	9/15/2023
Construction Start	9/25/2023
Advertise Bid for Equipment	6/1/2024
Project Substantial Completion	3/1/2025
Project Post-Construction Completion	5/1/2025

2. RFP Procedures and Instructions.

- 2.1. Obtaining RFP From District. Notwithstanding public advertisement of the availability of this RFP, the District will only consider RFP Responses submitted by a Respondent who has obtained the RFP from the District by contacting the District's Chief Facilities Officer at lowens@compton.edu. A RFP Response submitted by a Respondent who has not obtained the RFP from the District pursuant to the foregoing will be deemed non-responsive and rejected.
- 2.2. District Representative. The District Representative relating to this RFP is Linda Owens, Chief Facilities Officer.
- 2.3. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.

- 2.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
- 2.5. Errors/Discrepancies/Clarifications to RFP. If a Respondent: (i) encounters errors or discrepancies in this RFP or portions hereof; or (ii) seeks clarification of any portion of the RFP, the Respondent shall immediately notify the District Representative. Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by the District Representative prior to the latest date/time for submitting RFP clarification requests as set forth in this RFP. The District will not respond to clarification requests submitted thereafter.
- 2.6. Mandatory Pre-Bid Meeting. The District will conduct a Mandatory Pre-bid Meeting at the date/time noted in the RFP. A RFP Response submitted by any Respondent whose representative(s) did not attend the Mandatory Pre-bid Meeting, in its entirety, will be rejected by the District as being non-responsive.
- 2.7. Public Records. Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP 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 RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, 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.
- 2.8. Proposals. Proposals shall remain firm for one hundred twenty (120) days after the date of the District's opening of RFP Responses. If the District's Board of Trustees has not taken action to award the Architectural Services Agreement prior to expiration of the one hundred twenty (120) days that pricing proposals are to remain firm, the District may, in the sole and exclusive discretion request that Respondents hold their respective pricing proposals firm for an additional maximum one hundred twenty (120) day period. In such event, only those Respondents who affirmatively and unequivocally commit in writing to holding firm their respective pricing proposals will be further considered for award of the Architectural Services Agreement. The RFP Response of Respondents who do not so affirmatively and unequivocally commit in writing to hold firm pricing proposals will be thereupon be deemed non-responsive and not further considered.

- 2.9. **Best and Final Offers.** The District reserves the right, after the opening of RFP Responses to request all or some of the Respondents to submit "Best and Final Offers" ("BAFO"). The RFP Response of a Respondent who has been requested by the District to submit a BAFO, but fails or refuses submit the BAFO in accordance with the District's request will be rejected for non-responsiveness.
- 2.10. **District Negotiations.** The District reserves the right to engage in (whether or not the District elects to engage in the BAFO process) negotiations with one or more Respondents regarding pricing, contract terms or other aspects of the requirements of the Architectural Services Agreement.
- 2.11. **RFP Response Costs.** All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.

3. Architectural Services Agreement. Incorporated as Attachment 1 to this RFP is a form of Agreement for Architectural and Related Design Professional Services ("Architectural Services Agreement") which the District anticipates executing with the successful Respondent selected through this RFP. All Respondents must thoroughly review the Architectural Services Agreement and indicate in Tab 7 of the RFP Response acceptance of the entirety of the Architectural Services Agreement or the portions of the Architectural Services Agreement for which modifications are proposed by a Respondent. If a Respondent proposes modifications to the Architectural Services Agreement, the District will not consider any such proposed modifications unless the Respondent sets forth in its RFP Response the entirety of the text of the proposed modification. If a Respondent does not identify proposed modifications to the Architectural Services Agreement in the Respondent's RFP Response and such Respondent is awarded the Architectural Services Agreement, the Respondent is deemed to have accepted the entirety of the Architectural Services Agreement and shall execute the Architectural Services Agreement in the form attached hereto.

4. RFP Response.

- 4.1. **RFP Activities; Timeline.** The following is a description of the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities.

RFP Activity	Date
RFP Issuance	Friday, May 27, 2022
Latest Date/Time for RFP Questions/Clarifications	4:00 PM; Monday, June 13, 2022
Latest Date/Time for RFP Response Submittal	2:00 PM; Monday, June 27, 2022
Short List Interviews	Tuesday, July 5, 2022
Board of Trustees Award of Architectural Services Agreement	Monday, July 18, 2022

- 4.2. **Submission of RFP Response.**

- 4.2.1. **Latest Date/Time for Submission of RFP Response.** The latest date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually submitted to and received by the District at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are encouraged to personally delivery RFP Responses directly to the office of the District's Chief Facilities Officer or to retain a private courier/messenger service to personally deliver RFP Responses to the Office of the District's Chief Facilities Officer to ensure timely delivery to the proper location for submission of RFP Responses.

4.2.2. Location for Submission of RFP Response. RFP Responses shall be submitted to:

Compton College
Campus Police Building
1111 East Artesia Boulevard
Compton, California 90221
Attn: Reuben James

4.3. RFP Submission Format.

- 4.3.1. RFP Response. All materials submitted in response to this RFP 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 RFP Response which correspond to the information requested in Paragraph 4.5 below.
- 4.3.2. Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.5 below. If a Respondent elects to submit materials with its RFP Response which are in addition to the matters described in Paragraph 4.5 below, the Respondent shall separately bind all such additional materials separately from the RFP Response addressing the matters set forth in Paragraph 4.5 below.
- 4.4. Copies of RFP Response. Each Respondent shall submit: (i) original RFP Response; (ii) three (3) copies of the RFP Response; and (iii) memory stick/external hard drive with electronic/digital files of the RFP Response.
- 4.5. RFP Contents. Each RFP Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFP Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFP Response for non-responsiveness.
- 4.5.1. Cover Sheet. Identify the submittal as the Response to this RFP and an identification of the firm submitting the RFP Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFP or the RFP Response.
- 4.5.2. Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing the architectural and related design professional services for the Project contemplated by this RFP and the Architectural Services Agreement along with a brief statement of the qualifications of the Respondent to provide the architectural and related design professional services for the Project. 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 RFP. The letter of interest should be bound with other materials responding to this RFP.
- 4.5.3. Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below.
- 4.5.4. Tab 1; Statement of Qualifications. Complete the Qualifications Statement incorporated into this RFP as Attachment 2 for the Respondent. Failure to complete the entire Qualifications Statement or failure to provide all information requested by the Qualifications Statement shall be a basis for rejecting the RFP Response for non-responsiveness.
- 4.5.5. Tab 2; Relevant Experience. Provide details of the skills, experience and expertise of the Respondent, the Respondent's Personnel and the Respondent's Design Consultants to provide the architectural and related design professional services for the Project.

Include in the discussion of Relevant Experience, the experience, knowledge and skills of the Respondent and its proposed Design Consultants relating to: (i) California community college facilities design and construction; (ii) facilities design and construction funding through the Department of Finance and the Chancellor's Office; (iii) DSA approval of pre-fabricated modular facilities and related site/infrastructure work; and (iv) higher education student housing facilities.

- 4.5.6. Tab 3; Design Consultants Statement of Qualifications. For each Design Consultant to the Respondent, complete the Design Consultant Qualifications Statement incorporated into this RFP as Attachment 2A. Failure to complete the Design Consultant Qualifications Statement for all Design Consultants identified in Tab 4 shall be a basis for rejecting the RFP Response for non-responsiveness.
- 4.5.7. Tab 4; Proposed Project Team. Identify the key members of the Respondents' staff that will be assigned to design, bidding or construction phases of the Project. Identify the Respondents' proposed Design Consultants for the following design disciplines: structural, mechanical, electrical, plumbing, landscape, civil engineering and telecommunications/data; for each Design Consultant identified by the Respondent, identify the key members of the Design Consultants' staff that will be assigned to the design, bidding or construction phases of the Project. For each member of the Respondents' organization and for each member of Design Consultants identified, provide brief descriptions of the relevant qualifications and background. Do not include resumes for the proposed personnel of the Respondent and its proposed Design Consultants; personnel resumes are to be bound and incorporated into Tab 5 (Personnel Resumes) section of the RFQ Response. Include an organization chart illustrating the relationships: (i) among the Respondent's proposed Project Team; and (ii) between the proposed Project Team and the District.
- 4.5.8. Tab 5; 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 to provide the 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 student housing projects; (v) projects designed for optimum energy utilization and low life-cycle costs; and (vi) 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.
- 4.5.9. Tab 6; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent confirming the minimum coverage limits for each policy of insurance as set forth below.

[CONTINUED NEXT PAGE]

Required Insurance Policy Certificate	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) in the aggregate
Professional Liability	Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) in the aggregate

4.5.10. Tab 7; Architectural Services Agreement Comments. Included with this RFP as Attachment 1 is the Architectural Services Agreement. Respondents must thoroughly review the Architectural Services Agreement included herewith and must in their respective RFP responses identify any term or condition of the Architectural Services Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFP must set forth the text of the requested amendment or addition. Any Respondent whose RFP Response does not identify modifications to terms or conditions of the attached 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.

4.5.11. Tab 8; Project Schedule. Confirm that if the Respondent is awarded the Architectural Services Agreement, the Respondent will complete Programming, Preliminary Plans and Working Drawings Basic Services in accordance with the Project Schedule set forth in Paragraph 1.2.7 of the RFP. If the Respondent is unwilling or unable to provide such confirmation of compliance with the Project Schedule, the Respondent shall set forth in Tab 8 the Respondent's proposed schedule to complete Programming, Preliminary Plans and Working Drawings Basic Services.

5. Evaluation of RFP Responses and Award of Architectural Services Agreement.

5.1. Selection Committee. The District has established a Selection Committee consisting of District employees to review and evaluate RFP Responses. Timely submitted RFP Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFP which does not comply with the requirements of this RFP will be subject to rejection for non-responsiveness. The foregoing notwithstanding, the District may minor irregularities or informalities in a RFP Response

5.2. Evaluation Criteria. The following set forth the criteria by which each RFP Response will be evaluated and the maximum score of each evaluation criteria are set forth below:

[CONTINUED NEXT PAGE]

Criteria	Maximum Score
<p>Relevant Experience and Ability The Respondent and its proposed Project team (along with personnel of the Respondent and proposed Design Consultants) will be evaluated based on experience as architects and design consultants for recent projects similar in size, scope, use and complexity as the Project subject to this RFP.</p>	15 points
<p>Design Ability The ability and commitment of the Respondent and its proposed Project team to develop and implement high-quality, functional, cost-effective and aesthetically attractive designs for similar or comparable projects to the District's planned Student Housing Project.</p>	20 points
<p>Responsiveness to RFQ The District will evaluate the Respondent's responsiveness to the requirements of this RFP.</p>	15 points
<p>Client Responsiveness The District will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.</p>	15 points
<p>Availability The District will evaluate the availability of the Respondent, its proposed Design Consultants the personnel of the Respondent and its proposed Design Consultants to be dedicated to the Project within the District's anticipated schedule. This evaluation will include the demonstrated ability and willingness of the Respondent and its proposed Design Consultants to promptly provide and complete services.</p>	10 points
<p>Pricing Proposal The District will evaluate each Respondent's proposed methodology to establish the Contract Price for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology.</p>	25 points
Maximum Score	100 Points

- 5.3. **Short List Interviews.** The District may elect to conduct Short List Interviews. The Respondents submitting the highest scored RFP Responses based on evaluation criteria set forth above may be invited to participate in a Short List Interview. The foregoing notwithstanding, in the sole discretion of the District, additional Respondents may be invited to participate in the Short-List Interviews. Interviews, if conducted by the selection committee, will generally consist of no more than fifteen (15) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Respondent invited to participate in the Short-List Interview shall have present at the Short List Interview the Respondent's proposed Project Team for the Assigned Projects and any other personnel the District may request. The order of firms to be interviewed will be selected randomly. Short

List interviews will be scored.

- 5.4. Selection Committee Recommendation. The Selection Committee will make a recommendation to the District Board of Trustees for award of the Architectural Services Agreement to the Respondent submitting the highest scored RFP Response based on the Evaluation Criteria set forth above and the Short List Interview scoring. The foregoing notwithstanding, the Selection Committee may make a recommendation for award of the Architectural Services Agreement to a Respondent who did not submit the highest scored RFP Response provide that such recommendation is supported by substantiation of the basis for such an award.
- 5.5. Notice of Intent to Award Architectural Services Agreement. At least five (5) days prior to the date of the District's Board of Trustees meeting to consider award of the Architectural Services Agreement, the District will issue a Notice of Intent to Award the Architectural Services Agreement, identifying the Respondent to whom the District intends to award the Architectural Services Agreement and the date/time/place of the District's Board of Trustees meeting at which award of the Architectural Services Agreement will be considered.
- 5.6. Bid Protest. Any Respondent submitting a RFP Response to the District may file a protest of the District's intent to award the Architectural Services Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) he bid protest is filed and received by the District's Vice President, Administrative Services not more than three (3) calendar days following the date of issuance of the District's Notice of Intent to Award the Architectural Services Agreement; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Vice President, Administrative Services or other individual designated by him/her shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's Vice President, Administrative Services is final and not subject to appeal to any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice President, Administrative Services (or his/her designee) addressing disposition of the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Architectural Services Agreement, the District's disposition of any bid protest or the District's decision to reject all RFP Responses. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
- 5.7. Award of Architectural Services Agreement. Authority to award the Architectural Services Agreement is vested solely in the District's Board of Trustees. Award of the Architectural Services Agreement will be considered in an open public meeting of the Board of Trustees conducted in accordance with applicable law.

[END OF SECTION]

AGREEMENT FOR ARCHITECTURAL AND RELATED DESIGN PROFESSIONAL SERVICES

This Agreement for Architectural and Related Design Professional 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 Student Housing ("the Project").

WHEREAS, the District has established a budget amount of Sixty Two Million Six Hundred Ten Thousand One Hundred Dollars (\$62,610,100) for the costs to construct the Project ("Construction Budget").

WHEREAS, the District issued a Request for Qualifications and Proposals ("RFP") 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 RFP ("RFP Response") dated Click here to enter a date.; by this reference, the RFP 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 Architects 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 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 Architects 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 Project Manager is replaced, the District shall have the right to approve of the replacement Project Architect for the Project. 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: civil, structural, mechanical, electrical and plumbing. 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 and the Basic Services hereunder, the Architect agrees that it will participate in all such meetings and conferences relating to the Project or 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 established by the District for the Project. 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 Project Construction Budget shall be without adjustment of the Contract Price for the Project. 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 for the Project 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, Project 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 Consultant's services hereunder. The District Representative is the District's Chief Facilities Officer.

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 Project 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 Project Construction Budget.

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 Design Development Phase of the Consultant Services, the Consultant 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 Work of 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 for the Project 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 design or 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. 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 Construction 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 Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, 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.

6.3. Contractor Applications for Payment.

6.3.1. 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.

6.3.2. 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

- 6.3.3. 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.
- 6.3.4. 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.
- 6.3.5. 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.
- 6.4. 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.
- 6.5. Changes.
- 6.5.1. 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.
- 6.5.2. 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.

- 6.6. 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.
- 6.7. Interpretations.
- 6.7.1. 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.
- 6.7.2. 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.
- 6.7.3. 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.
- 6.7.4. 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.
- 6.8. 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.

- 6.9. 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 Consultant 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 with 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 Limits. 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 Limits
Workers Compensation	In accordance with Laws
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability (including bodily injury, death and property damage)	One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate
Automobile Liability – (if not covered under General Liability Policy)	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:

[CONTINUED NEXT PAGE]

Basic Services Phase	Portion of Contract Price
Pre-Design (Programming)	10%
Preliminary Plans	27.5%
Working Drawings	32.5%
Bidding	5%
Construction	20%
Post-Construction	5%

- 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. Consultant'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 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 Consultant'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 of the Post-Construction Basic Services Phase.
- 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 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. The programming, Preliminary Plans and Working Drawing Phases of the Basic Services under this Agreement shall be completed by the Architect in accordance with the following:

Project Activity	Completion Date
Start Programming and Preliminary Plans	8/1/2022
Complete Preliminary Plans	10/1/2022
Complete Working Drawings	1/1/2023

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 delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on District workdays shall be deemed effective four (4) hours after delivery to the recipient's email server. Emails delivered to the recipient's email

server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as follows:

If to District:
Abdul Nasser, Vice President Administrative Services
1111 E Artesia Boulevard
Compton, CA 90221
anasser@compton.edu

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 of the date set forth above.

“District”

“Architect”

Compton Community College District

By: _____

By: _____

Title: _____

Title: _____

**AGREEMENT FOR ARCHITECTURAL AND RELATED DESIGN PROFESSIONAL SERVICES
BETWEEN COMPTON COMMUNITY COLLEGE AND _____**

EXHIBIT A PERSONNEL RATE SCHEDULE

Architect		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate
Design Consultant: _____		
Name	Title/Position	Hourly Rate

QUALIFICATIONS STATEMENT (RFP Attachment 2)

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 One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) 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. 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.

4.2.4. 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)

**DESIGN CONSULTANT QUALIFICATIONS STATEMENT
(RFP Attachment 2-A)**

This Design Consultant Qualifications Statement must be completed by each Design Consultant Respondent identified in the Respondent's RFP Response, Tab 4. This Design Consultant Qualifications Statement must be executed by an authorized employee of the Design Consultant. **Failure of a Respondent to submit the completed and executed Design Consultants Qualifications Statement for all Design Consultants identified in the Respondents' RFQ Response Tab 4 concurrently with the Respondent's RFQ Response will render the RFQ Response non-responsive and rejected.**

1. Design Consultant Information.

1.1. Design Consultant Name. _____

1.2. Design Discipline. _____

1.3. 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)

1.4. Contact Person.

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

1.5. California Registered Engineers. The following employees, officers, principals or equity owners of the Design Consultant who are California registered engineers:

Name	Engineer License No.

1.6. Years In Business. The Design Consultant has provided design professional services under Respondent's current trade/business name. _____

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

Yes

No

If "Yes" identify all prior trade/business names used by the Design Consultant in the prior ten (10) years:

2. **Prior Experience.** Provide a summary of architectural services provided by the Design Consultant to a California K-12 public school district within the past five (5) years for: (i) scheduled and deferred maintenance; (ii) building equipment/systems repairs, renovations and upgrades; (iii) facilities renovation/modernization; and (iv) capital improvements. Provide the summaries using the Design Consultants Qualifications Statement Attachment A-1. Duplicate the Design Consultants Qualifications Statement Attachment A-1 to provide a summary of the Design Consultant's prior experience; separately note each Project by sequential "Assignment No." numbering.
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 of a proposed Design Consultant to meet minimum qualifications criteria.
- 3.1. The Design Consultant has a current Commercial General Liability policy of insurance with coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- Yes
- No (not qualified)
- 3.2. The Design Consultant has a current professional liability policy of insurance with coverage limits of at least One Million Dollars (\$1,000,000) per claim and Two Millions Dollars (\$2,000,000) in the aggregate.
- Yes
- No (not qualified)
- 3.3. The Design Consultant has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.
- Yes
- No (not qualified)
- 3.4. The Design Consultant 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 Design Consultant or any predecessor to the Design Consultant 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 the Design Consultant or any predecessor to the Design Consultant 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 Design Consultant or any predecessor to the Design Consultant 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 Design Consultant was a party to have been terminated for default of the Design Consultant.

- Yes (not qualified)
 No

4. Claims and Disputes.

4.1. Design Consultant Reported Claims. Within the past ten (10) years, has the Design Consultant or its 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. Design Consultant's Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for any of the Design Consultant 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.

4.3. Pending Professional Liability Claims and Disputes. The Design Consultant is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of the Design Consultant in connection with 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 Design Consultant.

4.4. Pending Payment Claims and Disputes. The Design Consultant is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public project in which the Design Consultant 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 Design Consultant. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Design Consultants 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 Design Consultants Qualifications Statement. The undersigned declares and certifies that the responses to this Design Consultants 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 Design Consultant acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the RFQ Response of the Respondent proposing the Design Consultant 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)

(Name and Title)

**DESIGN CONSULTANT QUALIFICATIONS STATEMENT
(RFP Attachment 2-A, Attachment A-1)**

ASSIGNMENT NO. _____	
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 _____

**PROPOSAL
(RFP Attachment 3)**

Respondent: _____

The above-identified Respondent submits the following Proposal for completing architectural and related design professional services for the Student Housing 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

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: _____ 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 Architectural Services and other obligations 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 _____ 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.

5. Additional Services. Set forth below the proposed hourly billing rates for Additional Services if the District and the Respondent are unable to reach mutual agreement to establish a lump sum fixed price for District authorized Additional Services.

[CONTINUED NEXT PAGE]

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
	Position/Title	

(Duplicate as necessary for all proposed Design Consultants)

6. 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: _____

**STUDENT HOUSING GRANT PROPOSAL JCAF 32
RFP ATTACHMENT 4**

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Compton Community College District College: Compton College CFIS Ref. #: _____

Project Name: Student Housing Grant Proposal Date Prepared: October 31, 2021 CCI: 7900 Budget Ref. #: _____

Request For: Not Rounded Escalate to Midpoint (FPU Only) A P W C E DB EPI: _____ Prepared by: Gensler

Request For:	Total Cost	State Funded	District Funded	
			State Supportable	Non State Supportable
1. Site Acquisition				
A. Acquisition				
2. Preliminary Plans	\$2,712,784	\$2,712,784	\$0	\$0
A. Architectural Fees (for Preliminary Plans)	\$1,753,083			
B. Project Management (for Preliminary Plans)	\$626,101			
C. Office of the State Architect, Plan Check fee	\$0			
D. Preliminary Tests (Soils, hazardous materials)	\$153,600			
E. Other Costs (for Preliminary Plans)	\$180,000			
3. Working Drawings	\$2,475,489	\$2,475,489	\$0	\$0
A. Architectural Fees (for Working Drawings)	\$2,003,523			
B. Project Management (for Working Drawings)	\$0			
C. Office of the State Architect, Plan Check fee	\$446,966			
D. Community Colleges Plan Check fee	\$0			
E. Other Costs (for Working Drawings)	\$25,000			
<i>(Total PW may not exceed 13% of construction)</i>	8.3%			
4. Construction	\$62,610,100	\$62,610,100	\$0	\$0
A. Utility Service	\$3,061,900			
B. Site Development, Service	\$514,800			
C. Site Development, General	\$2,319,400			
D. Other Site Development	\$0			
E. Reconstruction	\$0			
F. New Construction (bid) (w/Group I equip)	\$36,504,100			
G. Board of Governor's Energy Policy Allowance (2% or 3%)	\$0			
H. Other	\$20,209,900			
5. Contingency	\$3,130,505	\$3,130,505	\$0	\$0
6. Architectural and Engineering Oversight	\$1,252,202	\$1,252,202	\$0	\$0
7. Tests and Inspections	\$1,245,152	\$1,245,152	\$0	\$0
A. Tests	\$939,152			
B. Inspections	\$306,000			
8. Construction Management (if Justified)	\$1,252,202	\$1,252,202	\$0	\$0
A. Construction Management	\$1,252,202			
9. Total Construction Costs (items 4 through 8 above)	\$69,490,161	\$69,490,161	\$0	\$0
10. Furniture and Group II Equipment	\$2,580,000	\$2,580,000	\$0	\$0
11. Total Project Cost (items 1, 2, 3, 9, and 10)	\$77,258,433	\$77,258,433	\$0	\$0
12. Project Data	Outside Gross Square Feet	86,000	Unit Cost Per ASF	NA
Construction			Unit Cost Per GSF	\$728
Reconstruction			Ratio ASF/GSF	NA
			Assignable Square Feet	NA
			Advertise Bid for Construction	3/15/2023
			Award Construction Contract	5/15/2023
			Advertise Bid for Equipment	2/1/2024
			Complete Project	11/1/2024
			% of SS Costs	0.00%
			State Funded	100.00%
			Supportable	\$0
			Non Supportable	\$0
			District Funded Total	\$0
			SS Total	\$77,258,433

QUANTITIES AND UNIT COSTS SUPPORTING THE JCAF 32
(Project Cost Estimate)

District:	<u>Compton Community College District</u>	Date Prepared:	<u>October 31, 2021</u>
College:	<u>Compton College</u>	Budget Ref. No.:	_____
Project Name:	<u>Student Housing Grant Proposal</u>	CFIS Ref No.:	_____
Prepared by:	<u>Gensler</u>	Estimate CCI	<u>7900</u> Budget CCI <u>7900</u>
		Estimate EPI	_____ Budget EPI _____

ITEM	Quantity	Unit	Unit Cost	Subtotals	Estimate Total 7900	
1. SITE ACQUISITION						
A. Site Acquisition				\$0		
1. SITE ACQUISITION					\$0	
2. PRELIMINARY PLANS						
A. Architectural Fee for Preliminary Plans						
1. Architect fee for Schematic and Preliminary plans						
New Construction	\$62,610,100	x	8.0%	x	35.0%	\$1,753,083
Reconstruction	\$0	x	10.0%	x	35.0%	\$0
B. Project Management Services						
1. Project Administration/Management	\$62,610,100	x	1.0%			\$626,101
C. Division of the State Architect Plan Check Fee					\$0	
1. Structural Safety Fee						
<input type="checkbox"/> Y	0.00765	x	\$0		\$0	
<input type="checkbox"/> N	0.0054	x	\$0		\$0	
2. Fire, Life Safety Fee						
<input type="checkbox"/> Y	0.0030	x	\$0		\$0	
<input type="checkbox"/> N	0.0020	x	\$0		\$0	
<input type="checkbox"/> Y	0.0010	x	\$0		\$0	
<input type="checkbox"/> N	0.0005	x	\$0		\$0	
<input type="checkbox"/> Y	0.0001	x	\$0		\$0	
<input type="checkbox"/> N						
3. Access Compliance Fee						
<input type="checkbox"/> Y	0.0050	x	\$0		\$0	
<input type="checkbox"/> N	0.0025	x	\$0		\$0	
<input type="checkbox"/> Y	0.0010	x	\$0		\$0	
<input type="checkbox"/> N	0.0008	x	\$0		\$0	
<input type="checkbox"/> Y	0.0006	x	\$0		\$0	
<input type="checkbox"/> N	0.0004	x	\$0		\$0	
D. Preliminary Test (Soils Tests & Geotechnical Report)					\$153,600	
State Supportable						
1. Geotechnical Reports				\$25,000		
2. Topographic/Land Survey				\$15,000		
3. California Geologic Hazard Fee				\$3,600		
4. Soils Report				\$20,000		
5. Hydrology Testing				\$15,000		
6. CEQA (Environmental Drawings)				\$75,000		

QUANTITIES AND UNIT COSTS SUPPORTING THE JCAF 32
(Project Cost Estimate)

E. Other Costs (Special Consultants, Printing, Legal, Etc.)						\$180,000
State Supportable						
1.	SWPPP Consultant				\$15,000	
2.	Constructability Review Consultant				\$50,000	
3.	Acoustical Consultant				\$25,000	
4.	Security Lock Systems Consultant				\$10,000	
5.	Commissioning/Green Code Consultant				\$40,000	
6.	Elevator Consultant				\$20,000	
7.	Technology Consultant				\$20,000	
State Supportable						\$2,672,784
2.	PRELIMINARY PLANS					\$2,712,784
3.	WORKING DRAWINGS					
A. Architectural Fee for Working Drawings						
1. Architect fee for Working Drawings						
	New Construction	\$62,610,100	x	8.0%	x	40.0%
						\$2,003,523
	Reconstruction	\$0	x	10.0%	x	40.0%
						\$0
B. Project Management Services						
1. Project Administration/Management						
		\$62,610,100	x	0.0%		\$0
C. Division of the State Architect Plan Check Fee <input type="checkbox"/>						
1. Structural Safety Fee						
	<input type="checkbox"/>	0.00765	x	\$1,000,000		\$7,650
		0.0054	x	\$61,610,100		\$332,695
2. Fire, Life Safety Fee						
		0.0030	x	\$1,000,000		\$3,000
		0.0020	x	\$4,000,000		\$8,000
		0.0010	x	\$20,000,000		\$20,000
		0.0005	x	\$37,610,100		\$18,805
		0.0001	x	\$0		\$0
3. Access Compliance Fee						
		0.0050	x	\$500,000		\$2,500
		0.0025	x	\$1,500,000		\$3,750
		0.0010	x	\$23,000,000		\$23,000
		0.0008	x	\$25,000,000		\$20,000
		0.0006	x	\$12,610,100		\$7,566
		0.0004	x	\$0		\$0
D. Community Colleges Plan Check Fee						
1. Community Colleges Plan Check Fee (2/7 of 1% of Construction Cost)						
		0	x	1.0%	x	28.57%
						\$0
E. Other Costs (Special Consultants, Printing, Legal, Etc.)						\$25,000
State Supportable						
1.	Printing & Advertising				\$15,000	
2.	Legal Services				\$10,000	
3.	WORKING DRAWINGS					\$2,475,489

QUANTITIES AND UNIT COSTS SUPPORTING THE JCAF 32
(Project Cost Estimate)

4. CONSTRUCTION - HARD COSTS**A. Utility Service - State Supportable**

G30 Liquid and Gas Site Utilities	1	Lot	\$2,307,500.00	\$2,307,500
G40 Electrical Site Improvements	1	Lot	\$754,400.00	\$754,400

A. Utility Service				\$3,061,900
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B. Site Development - Service - State Supportable

G10 Site Preparation	1	Lot	\$514,800.00	\$514,800
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B. Site Development - Service				\$514,800
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C. Site Development - General - State Supportable

G20 Site Improvements	1	Lot	\$2,319,400.00	\$2,319,400
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C. Site Development - General				\$2,319,400
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D. Other Site Development - State Supportable

None	1	Lot	\$0.00	\$0
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D. Other Site Development				\$0
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E. Reconstruction				\$0
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F. New Construction - State Supportable

Room Description	Quantity		Cost	Total
A10 Foundations	1	Lot	\$1,625,600.00	\$1,625,600
A40 Slabs-On-Grade	1	Lot	\$46,400.00	\$46,400
B10 Superstructure	1	Lot	\$283,500.00	\$283,500
B20 Exterior Vertical Enclosures	1	Lot	\$3,156,000.00	\$3,156,000
B30 Exterior Horizontal Enclosures	1	Lot	\$666,500.00	\$666,500
C10 Interior Construction	1	Lot	\$1,290,000.00	\$1,290,000
C20 Interior Finishes	1	Lot	\$645,000.00	\$645,000
D10 Conveying	1	Lot	\$285,000.00	\$285,000
D20 Plumbing	1	Lot	\$2,193,000.00	\$2,193,000
D30 HVAC	1	Lot	\$1,591,000.00	\$1,591,000
D40 Fire Protection	1	Lot	\$688,000.00	\$688,000
D50 Electrical	1	Lot	\$1,397,500.00	\$1,397,500
D60 Communications	1	Lot	\$258,000.00	\$258,000
D70 Electronic Safety and Security	1	Lot	\$494,500.00	\$494,500
E10 Equipment	1	Lot	\$90,000.00	\$90,000
E20 Group I Equipment & Furnishings	1	Lot	\$17,130,000.00	\$17,130,000
Z10 General Requirements	1	Lot	\$4,664,100.00	\$4,664,100
Total				\$36,504,100

F. New Construction				\$36,504,100
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G. Board of Governor's Energy Policy Allowance

QUANTITIES AND UNIT COSTS SUPPORTING THE JCAF 32
(Project Cost Estimate)

State Supportable Energy Incentive (2% of New Building Costs)	\$0	x		2.0%	\$0	
Total Energy Incentive (2% of New Building Costs)					\$0	
State Supportable Energy Incentive (3% of Renovated Building Costs)	\$0	x		3.0%	\$0	
Total Energy Incentive (3% of Renovated Building Costs)					\$0	
				State BoG Energy Allowance Total	\$0	
G. Board of Governor's Energy Policy Allowance					\$0	
H. Other - State Supportable						
Construction Contingency	1	Ea.		\$4,240,100.00	\$4,240,100	
GCs/Insurances/Fee	1	Ea.		\$7,957,000.00	\$7,957,000	
Escalation to Midpoint per Clark Construction	1	Ea.		\$8,012,800.00	\$8,012,800	
H. Other					\$20,209,900	
4. CONSTRUCTION - HARD COSTS					Lines 4.A. - H. Total Contract Costs: \$62,610,100	
5. CONTINGENCY						
A. Contingency - New Construction	\$62,610,100	x		5%	\$3,130,505	
B. Contingency - Reconstruction	\$0	x		7%	\$0	
5. CONTINGENCY					\$3,130,505	
6. ARCHITECTURAL AND ENGINEERING OVERSIGHT						
A. New Construction	\$62,610,100	x	8.0%	x	25.0%	\$1,252,202
B. Reconstruction	\$0	x	10.0%	x	25.0%	\$0
6. ARCHITECTURAL AND ENGINEERING OVERSIGHT					\$1,252,202	
7. TESTS AND INSPECTIONS						
A. Tests	\$62,610,100	@		1.50%	\$939,152	
B. DSA Inspections	18	mnths @		\$17,000	\$306,000	
7. TESTS AND INSPECTIONS					\$1,245,152	
8. CONSTRUCTION MANAGEMENT						
A. Construction Management	\$62,610,100	x		2.00%	\$1,252,202	
8. CONSTRUCTION MANAGEMENT					\$1,252,202	
9. TOTAL CONSTRUCTION (Items 4 through 8)					\$69,490,161	
10. FURNITURE AND GROUP II EQUIPMENT					\$2,580,000	
11. TOTAL PROJECT COST					\$77,258,433	

**CAPITAL OUTLAY BUDGET CHANGE PROPOSAL
RFP ATTACHMENT 5**

STATE OF CALIFORNIA
Capital Outlay Budget Change Proposal (COBCP) - Cover Sheet
 DF-151 (REV 07/21)

Fiscal Year 2021-2022	Business Unit 6870	Department CCC Compton College	Priority No. 1
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Budget Request Name Click or tap here to enter text.	Capital Outlay Program ID Click or tap here to enter text.	Capital Outlay Project ID Click or tap here to enter text.
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Project Title
Compton College Student Housing Grant "NC"

Project Status and Type
 Status: New Continuing
 Type: Major Minor

Project Category (Select one)

<input type="checkbox"/> CRI {Critical Infrastructure}	<input type="checkbox"/> WSD {Workload-Space Deficiencies}	<input type="checkbox"/> ECP {Enrollment-Case/Load/Population}	<input type="checkbox"/> SM {Seismic}
<input type="checkbox"/> FLS {Fire Life Safety}	<input type="checkbox"/> FM {Facility Modernization}	<input type="checkbox"/> PAR {Public Access Recreation}	<input type="checkbox"/> RC {Resource Conservation}

Total Request (in thousands) \$ 77,258	Phase(s) to be Funded P, W, C, E Phases	Total Project Cost (in thousands) \$ 77,258
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Budget Request Summary

In 2019, 63% of students attending Compton College reported experiencing some kind of housing insecurity. This was according to the 2019 #RealCollege Survey Institutional Report that also reported that 23% of students had experienced homelessness that year. Compton College places a primary focus on fulfilling student's basic needs in order to remove barriers that impact educational achievement and this grant will help address a major, critical element in their basic needs. The Grant will provide the Compton Community College District, Compton College campus with one-time funding to design, construct and equip a 4-Story 86,000 gross square foot (GSF) 250-bed affordable student housing facility on campus for low-income students attending Compton College. The facility will provide three types of student residences: **50 Type A Units** will house two students per unit, with access to shared bathrooms and common spaces; **50 Type B Units** will also house two students per unit and will include a bathroom and access to common spaces; and the **50 Type C Units** will be independent units designed for single occupants. This grant will meet all of the required elements of Education Code Section 17201. The details of the application can be found in the Grant's Purpose of the Project section and the Grant's Supplemental Application attached.

Requires Legislation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Code Section(s) to be Added/Amended/Repealed Click or tap here to enter text.	CCCI 7900 09/21
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Requires Provisional Language <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Budget Package Status <input type="checkbox"/> Needed <input checked="" type="checkbox"/> Not Needed <input type="checkbox"/> Existing
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Impact on Support Budget	Swing-Space Needed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
One-Time Costs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Generate Surplus Property <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Future Savings <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Future Costs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

If proposal affects another department, does other department concur with proposal? Yes No
 Attach comments of affected department, signed and dated by the department director or designee.

Prepared By Click or tap here to enter text.	Date Click or tap to enter a date.	Reviewed By Click or tap here to enter text.	Date Click or tap to enter a date.
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Department Director Click or tap here to enter text.	Date Click or tap to enter a date.	Agency Secretary Click or tap here to enter text.	Date Click or tap to enter a date.
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Department of Finance Use Only	
Principal Program Budget Analyst Click or tap here to enter text.	Date submitted to the Legislature Click or tap to enter a date.

A. COBCP Abstract:

~~Design-Bid-Build projects: (COBCP Title – [\$xxx,000 for Phase or Phases in request (Preliminary Plans, Working Drawings, and Construction)] or [\$xxx,000 for Reappropriation of Phase or Phases in request (Preliminary Plans, Working Drawings, and Construction)]. The project includes [description of project]. Total project costs are estimated at \$x,xxx,000, including Preliminary Plans (\$xxx,000), Working Drawings (\$xxx,000), and Construction (\$x,xxx,000). The construction amount includes \$x,xxx,000 for the construction contract, \$xxx,000 for contingency, \$xxx,000 for architectural and engineering services, \$xxx,000 for agency retained items, and \$xxx,000 for other project costs. The [current project schedule estimates] Preliminary Plans [(will begin) or (began)] in Month 20xx and [(will be) or (were)] completed in Month 20xx. The Working Drawings [(are estimated to begin) or (began)] in Month 20xx and [(will be) or (were)] approved in Month 20xx. Construction [(is scheduled to begin) or (began)] in Month 20xx and will be completed in Month 20xx.)~~

~~Design-Build/Progressive Design-Build projects: (COBCP Title – [\$xxx,000 for Phase or Phases in request (Performance Criteria and Design-Build)] or [\$xxx,000 for Reappropriation of Phase or Phases in request (Performance Criteria and Design-Build)]. The project includes [description of project]. Total project costs are estimated at \$x,xxx,000, including Performance Criteria (\$xxx,000) and Design-Build (\$x,xxx,000). The design-build amount includes \$x,xxx,000 for the construction contract, \$xxx,000 for contingency, \$xxx,000 for architectural and engineering services, \$xxx,000 for agency retained items, and \$xxx,000 for other project costs. The [current project schedule estimates] Performance Criteria [(will begin) or (began)] in Month 20xx and [(will be) or (were)] approved in Month 20xx. Design-Build [(is scheduled to begin) or (began)] in Month 20xx and will be completed in Month 20xx.)~~

B. Purpose of the Project: (Background, problem, program need, infrastructure deficiency. If reappropriation request, include explanation/justification for request)

Los Angeles County is currently one of the most expensive counties to live in in California with its median housing price of \$550,000. This number can sometimes be misleading due to the size of the county and the income disparities between zip codes. For students who attend Compton College, their annual household income is approximately \$55,000, compared to the median annual income of Los Angeles County set at \$80,000. Yet, median housing prices in Compton's service area stay at \$550,000 with average rent for a one-bedroom apartment at \$1,535 per month. Analysis of the numbers reveal that families who live near Compton College could be spending up to 40% of their salaries on housing alone. For students at Compton College that report a poverty level of 17-20%, this results in spending a larger percentage of their income for housing.

Housing and food insecurities have been directly linked to negatively impact college success at two and four-year colleges and universities. According to Compton Colleges 2019 #RealCollege Survey Institutional Report, 63% of students that attended Compton College reported experiencing some kind of housing insecurity in 2019, 23% of students reported experiencing homelessness that year. Compton College prioritizes fulfilling student's basic needs in order to remove barriers that impact educational achievement and this grant will help address a major, critical element in their basic needs.

Housing is a basic need that students should have access to and as a public institution we should be able to offer any resource that can assist our students in attaining their college and career goals. Access to housing accomplishes this, especially for our disproportionately impacted groups. With the addition of safe and affordable housing, Compton College can begin to address the housing insecurities that many of our students face. Multiple national studies have been conducted and show that students who live on campus get better grades, have higher graduation rates, save money, and have a better social experience on campus.

Compton College serves as a pathway for students to have a way out of poverty through education. Our vision states that ***“Compton College provides solutions to challenges, utilizes the latest techniques for preparing the workforce and provides clear pathways for completion of programs of study, transition to a university, and securing living-wage employment.”*** Having on-campus student housing will allow students to focus on education and career goals, offer a safe environment for student well-being, and help create a sense of independence for students. With this addition of student housing, Compton College will better support its disproportionately impacted students including foster youth, veterans, and formerly incarcerated students, all of whom report high percentages of basic needs insecurities.

Compton College continues to be a leading example of innovative ideas on how to best support students in California, and with California’s housing grant award we can continue to be innovative and an example in the state on how to provide the basic needs for students.

The goal of this Grant is to provide the Compton Community College District, Compton College campus with one-time funding to design, construct, and equip a 4-Story 86,000 GSF 250-bed affordable housing facility on campus for the low-income students attending Compton College. The facility will provide three types of student residences: **50 Type A Units** will house two students per unit, with access to shared bathrooms and common spaces; **50 Type B Units** will also house two students per unit and will include a bathroom and access to common spaces; and the **50 Type C Units** will be independent units designed for single occupants.

The estimated cost to design, construct, and equip the new 4-Story 250-bed low-income student housing facility is \$77,258,433 (CCCI 7900, September 2021). Included in the proposal's cost is \$2,580,000 of Group II equipment to provide the furniture, free standing lighting, and non-Group I attached equipment. The architectural design firm calculates this cost at an industry standard of \$30 per GSF for housing.

The proposed timeline for this Grant is to begin the design phase in April 2022 (assuming grant application is accepted for state funding) and construction will begin in May 2023, with completion of construction in November of 2024. The short design and construction timeline is due to the use of prefabricated modular construction design.

Early planning for on-campus student housing began in 2019, when identified as part of the Compton College Educational and Facilities Master Plan. Since then, a series of programming and design discussions took place to develop an innovative, effective, and affordable solution to address the growing concerns of student homelessness at Compton College and other California Colleges.

Partnering with Compton College stakeholders, Gensler developed the student housing concept to create a “pathway toward independence” that supports students with diverse needs while fostering personal growth. This journey begins with a double sleeping room for incoming students with shared bathrooms and amenities, followed by a double suite where students are responsible for their room and bathroom. More mature students occupy a studio, where they potentially live on their own with increased responsibility and privacy. This concept was developed working closely with the Tartar Support Network (TSN) through the development of multiple scenarios. Key themes of the design concept are creating ‘communities of learners’ developing connections to the campus core and maximizing campus resources for student residents.

The design team developed a ‘kit-of-parts’ to address the program needs using a pre-fab modular design approach – each kit includes a set of housing and amenity modules that can be scaled, mixed and matched depending on the needs of each college. Compton College will be the first pilot project to utilize the pre-fab modular units.

Pre-fab modular design allows the opportunity to be innovative not only in design, but in the process and implementation. Some of the benefits of modular construction is that it limits disruption to students and the campus by reducing the construction schedule by 40%. Additionally, there is

increased construction quality and consistency, it is safer for factory construction workers, and allows for significantly less waste and fewer transportation-related emissions. Gensler is partnering with the Division of the State Architect (DSA) to develop a regulatory pathway for approvals through the use of pre-approved modules and comparison sets. This allows for a further reduction in overall development timelines. Further details of the new technology prefabrication construction design can be found in the attached set of drawings.

Based on the CCC Chancellor's Office 2019-20 Annual Student Count Report, of the 8,784 students annually attending Compton College, 3,608 (41%) are low-income students receiving financial aid. The addition of 250 low-income housing beds to the campus would address just under 7% of the low-income housing needs for the campus. Compton College is planning for a second phase of affordable housing to include an additional 200 beds as identified in the college's Master Plan. This Grant will be a tremendous start in addressing the surrounding Compton community low-income housing needs.

Per SB169, the monthly rent to be provided in the low-income student housing units is calculated at 30 percent of 50 percent of the area median income for a single-room occupancy unit type. For Compton College, this equates to \$700 per month maximum (adjusted for annual COLA by HUD). See the SB169 Rental Calculation Table below for reference. This commitment is for the life of the facility.

SB169 Rent Calculation Los Angeles County Area Median Income Calculation	
HUD County Area Median Income - 1 person	\$56,000
SB 169 50% Adjustment	\$28,000
SB 169 30% of 50% Adjustment	\$8,400
Annual Rent	\$8,400
Monthly Rent	\$700

The projected annual revenue from the proposed 250-bed facility is represented below. The shared unit rent is significantly lower than the SB169 maximum rental threshold allowing for low-income students to reduce their dependency on financial aid and lower their long term educational debt.

Compton College Revenue Calculation				
Room Type	Double (A)	Double (B)	Single (C)	Total
Monthly rent	\$500	\$600	\$700	
# of beds	100	100	50	
# of months	12	12	12	
Annual revenue	\$600,000	\$720,000	\$420,000	\$1,740,000

The projected annual maintenance and operational costs of the new affordable housing for low-income students is shown below. Compton College calculates that the annual cost per GSF for maintenance and operations will be \$8 per GSF. The \$8 per GSF includes custodial services, routine maintenance, consumable materials, utilities, and campus administrative support. The Jovenes Corp. management costs are for facility specific management staffing, and staff direct operational costs. Details are available on request.

Compton College Expense Calculation			
	Bldg GSF	Jovenes Management Cost	Total
Maintenance	86,000		
\$ per GSF	\$8		
Annual Cost	\$688,000	\$882,401	\$1,570,401

Compton College commits to setting aside the estimated \$169,000 of annual revenues from the facility in a special long-term maintenance fund for future maintenance and operational needs of the facility. If there should be a shortfall in annual revenue, the College commits to covering it with their annual campus maintenance and operational budget.

Compton College also commits to requiring any students renting the student housing provided by this Grant to take a minimum average of 12 degree-applicable units per semester term to facilitate timely degree completion.

If the Grant is approved, it will provide a great public benefit by providing 250 low-income students with affordable on campus housing, much more affordable than housing costs in the Compton College service area. This will allow students to remain on campus in a secure environment which will help them to succeed in getting a college education and become productive members of society.

The proceeds from this Grant will not be utilized to acquire or renovate any commercial property, nor will it be used in a partnership with other campuses. The Grant will only construct low-income student housing and will not include any construction of new buildings for ancillary support services.

This grant will meet all of the required elements of Education Code Section 17201. The details of the application can be found in the attached Grant's Supplemental Application.

C. ~~Relationship to the Strategic Plan:~~ (relevance of problem/need to mission and goals)

Click or tap here to enter text.

D. ~~Alternatives:~~ (for each, describe the proposed alternative and provide a brief summary of scope, cost, funding source, program benefits, facility management benefits, and impact on support budget)

STATE OF CALIFORNIA

COBCP - Narrative

DF-151 (REV 07/21)

Click or tap here to enter text.

E. ~~Recommended Solution:~~

~~1. Which alternative and why?~~

Click or tap here to enter text.

~~2. Detailed scope description.~~

Click or tap here to enter text.

~~3. Basis for cost information.~~

Click or tap here to enter text.

~~4. Factors/benefits for recommended solution other than the least expensive alternative.~~

Click or tap here to enter text.

~~5. Complete description of impact on support budget.~~

Click or tap here to enter text.

~~6. Identify and explain any project risks.~~

Click or tap here to enter text.

~~7. List requested interdepartmental coordination and/or special project approval (including mandatory reviews and approvals, e.g. technology proposals).~~

Click or tap here to enter text.

F. Consistency with Government Code Section 65041.1:

Does the recommended solution (project) promote infill development by rehabilitating existing infrastructure and how? Explain.

The California Community Colleges are exempt from the specific provisions of this Government Code Section.

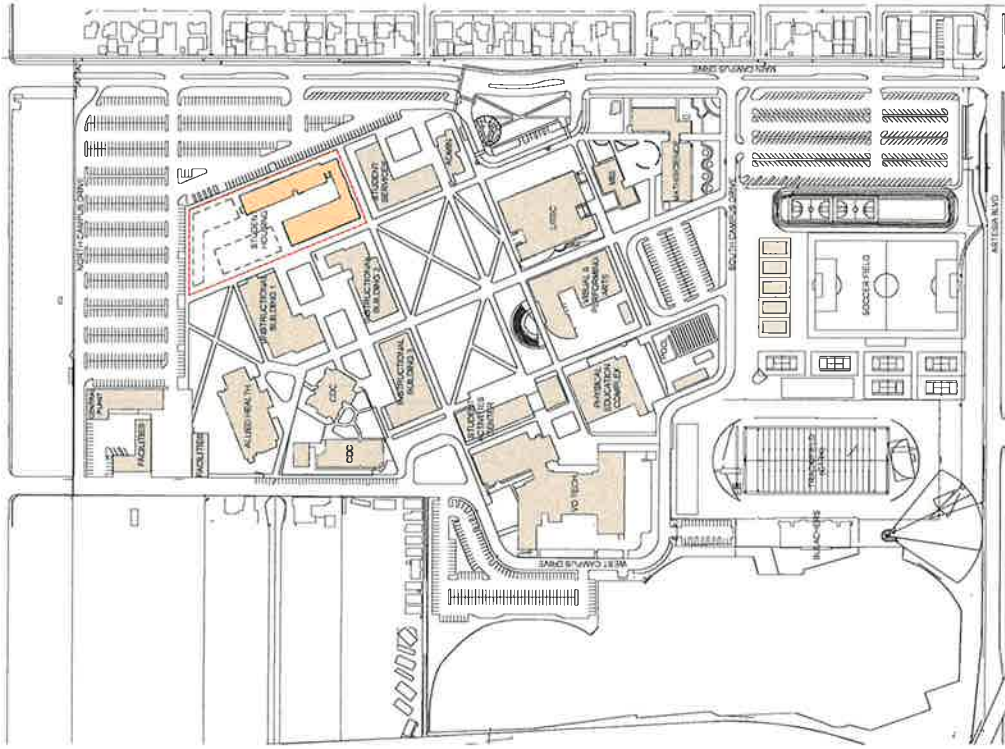
Does the project improve the protection of environmental and agricultural resources by protecting and preserving the state's most valuable natural resources? Explain.

The California Community Colleges are exempt from the specific provisions of this Government Code Section.

Does the project encourage efficient development patterns by ensuring that infrastructure associated with development, other than infill, support efficient use of land and is appropriately planned for growth? Explain.

The California Community Colleges are exempt from the specific provisions of this Government Code Section.

**PRELIMINARY PROJECT LAYOUT
RFP ATTACHMENT 6**



- LEGEND**
- PHASE 1 STUDENT HOUSING (250 BEDS)
 - PHASE 2 STUDENT HOUSING (200 BEDS)
 - EXISTING BUILDINGS TO REMAIN
 - PROJECT LIMIT

CAMPUS PLAN

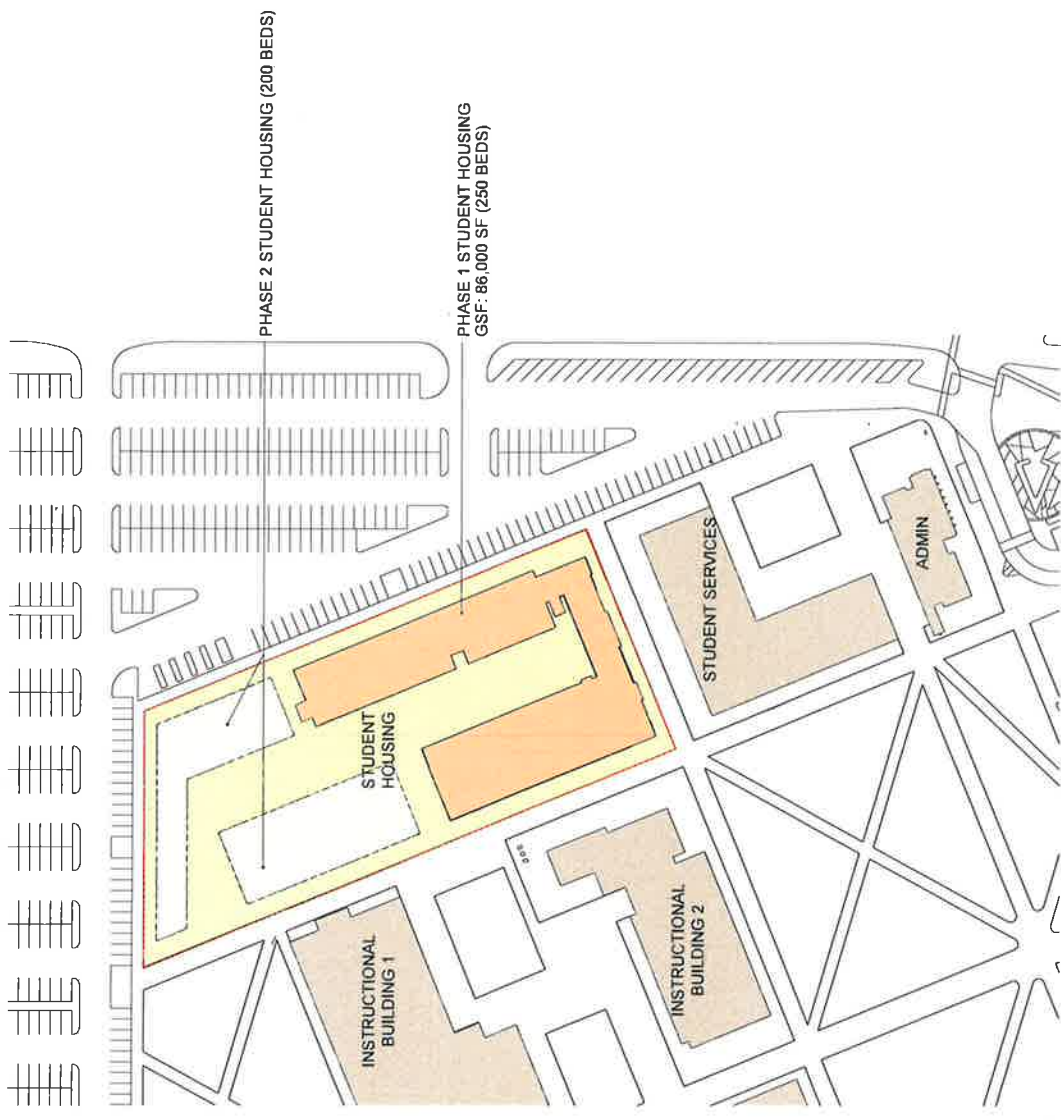
STUDENT HOUSING | COMPTON COLLEGE

1/300"=1'-0"

10/21/2021



Gensler



- LEGEND**
- PHASE 1 STUDENT HOUSING (250 BEDS)
 - PHASE 2 STUDENT HOUSING (200 BEDS)
 - EXISTING BUILDINGS TO REMAIN
 - PROJECT LIMIT

SITE PLAN

STUDENT HOUSING | COMPTON COLLEGE

1/100"=1'-0"

10/21/2021



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LEGEND

- (A) DOUBLE ROOM UNIT
- (B) DOUBLE SUITE UNIT
- (C) STUDIO UNIT
- (D) LOUNGE / STUDY AREA
- (F) SHARED KITCHEN
- SHARED LAUNDRY
- SHARED RESTROOMS
- OFFICE

GROUND FLOOR PLAN

STUDENT HOUSING | COMPTON COLLEGE



10/21/2021

Gensler



LEGEND

- (A) DOUBLE ROOM UNIT
- (B) DOUBLE SUITE UNIT
- (C) STUDIO UNIT
- (D) LOUNGE / STUDY AREA
- (F) SHARED KITCHEN
- SHARED LAUNDRY
- SHARED RESTROOMS



10/21/2021

Gensler

FLOOR PLAN - LEVEL 02

STUDENT HOUSING | COMPTON COLLEGE



LEGEND

- (A) DOUBLE ROOM UNIT
- (B) DOUBLE SUITE UNIT
- (C) STUDIO UNIT
- (D) LOUNGE / STUDY AREA
- (F) SHARED KITCHEN
- SHARED LAUNDRY
- SHARED RESTROOMS
- OUTDOOR TERRACE SPACE

FLOOR PLAN - LEVEL 03

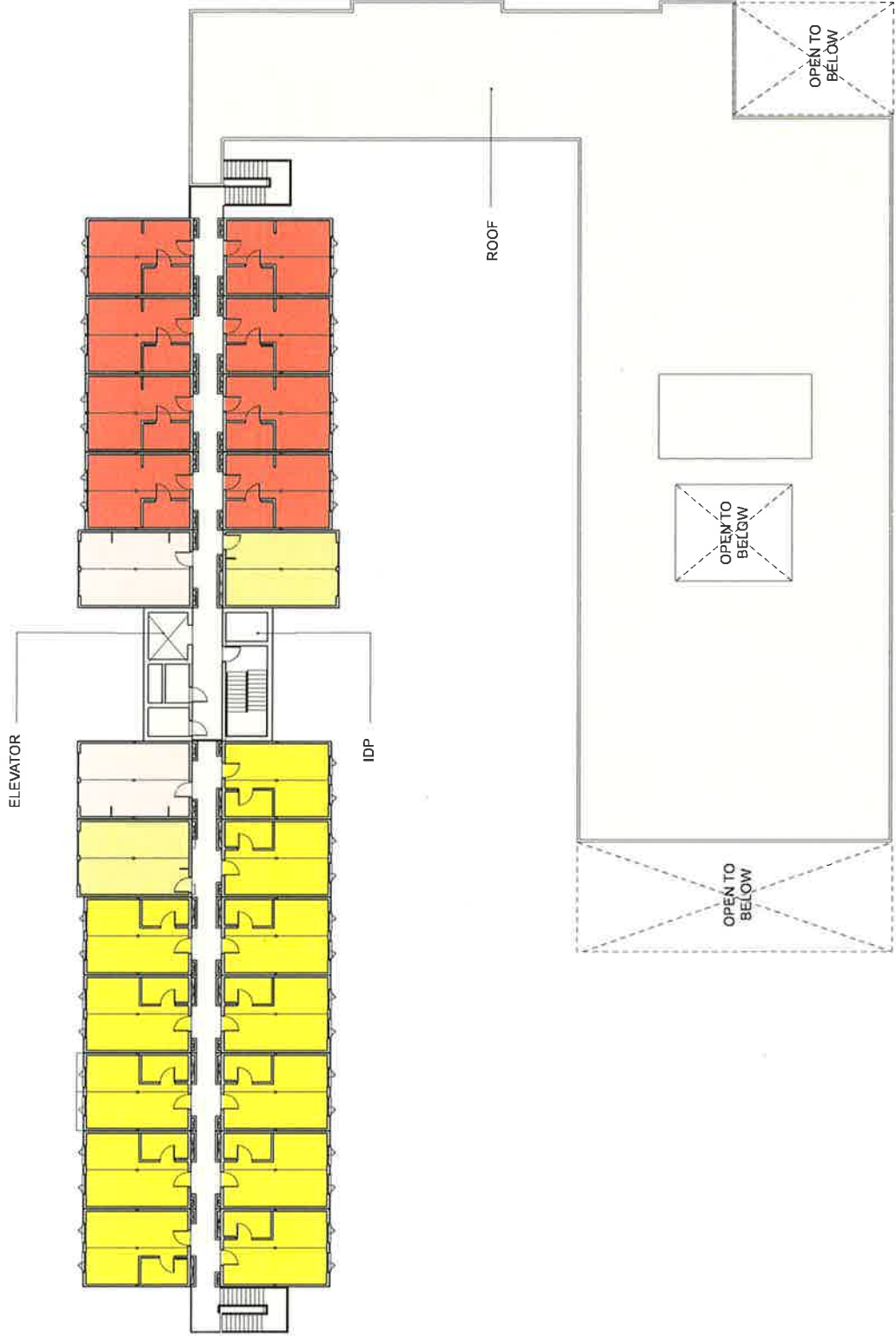
STUDENT HOUSING | COMPTON COLLEGE



10/21/2021



Gensler



LEGEND

- (A) DOUBLE ROOM UNIT
- (B) DOUBLE SUITE UNIT
- (C) STUDIO UNIT
- (D) LOUNGE / STUDY AREA
- (F) SHARED KITCHEN

FLOOR PLAN - LEVEL 04

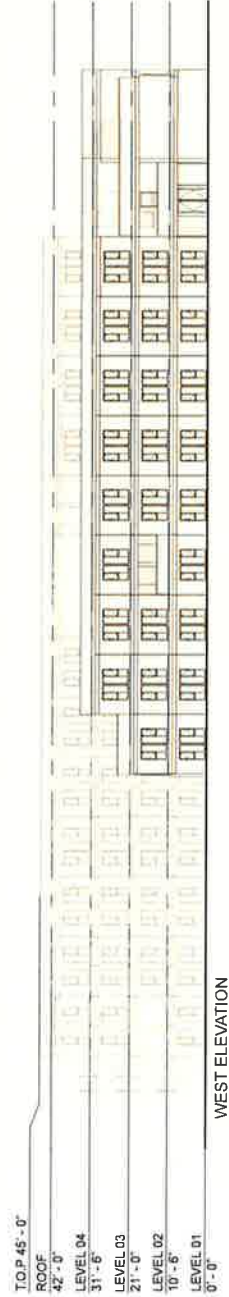
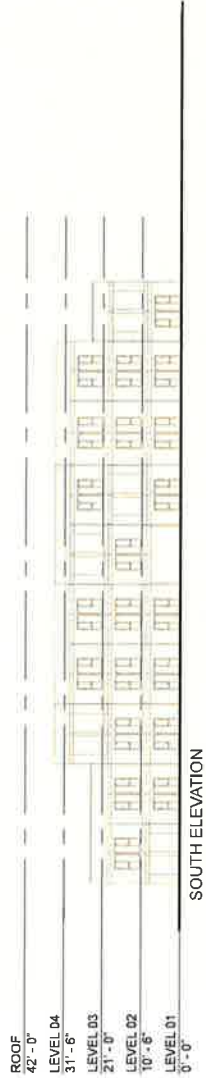
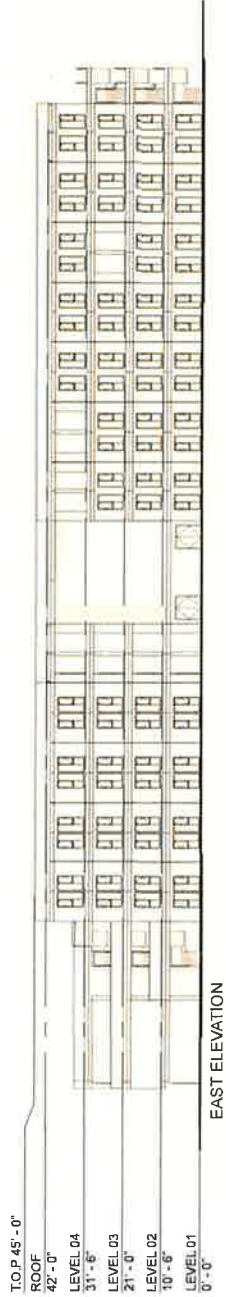
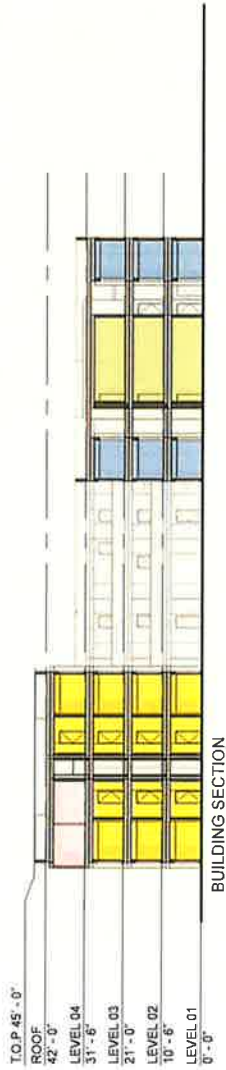
STUDENT HOUSING | COMPTON COLLEGE



10/21/2021



Gensler



LEGEND

- (A) DOUBLE ROOM UNIT
- (C) STUDIO UNIT
- (D.1) LOUNGE / STUDY AREA
- (F) SHARED KITCHEN

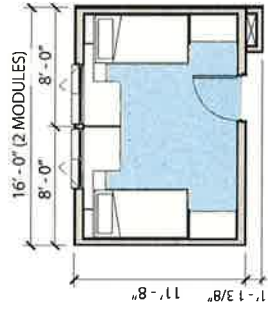
BUILDING SECTION & ELEVATIONS

STUDENT HOUSING | COMPTON COLLEGE

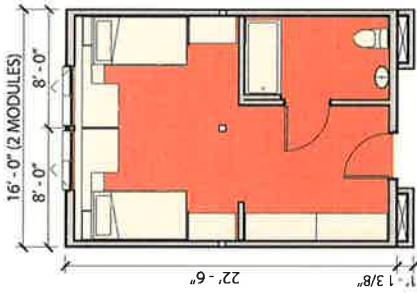
3/64"=1'-0"

10/21/2021

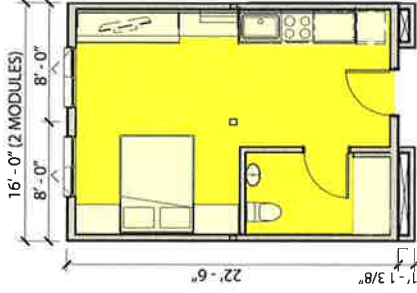
Prefab Modular Unit Plans



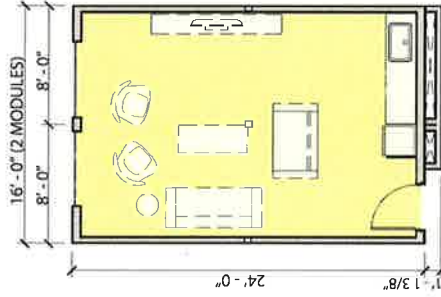
(A) DOUBLE ROOM UNIT



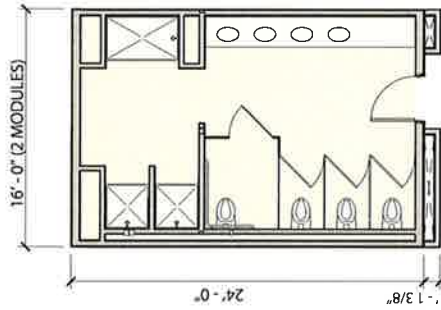
(B) DOUBLE SUITE UNIT



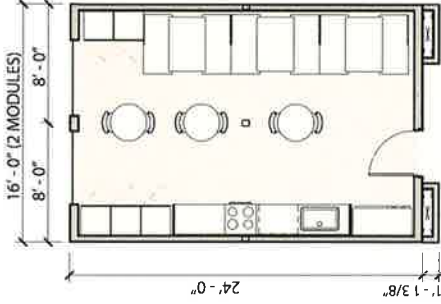
(C) STUDIO UNIT



(D) LOUNGE / STUDY AREA



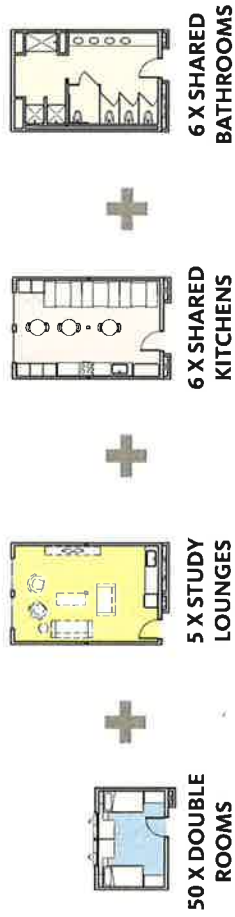
(E) SHARED BATHROOM



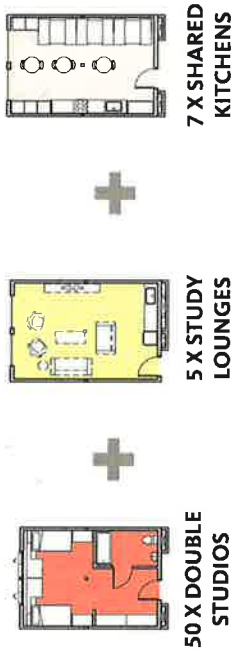
(F) SHARED KITCHEN

Phase I Program

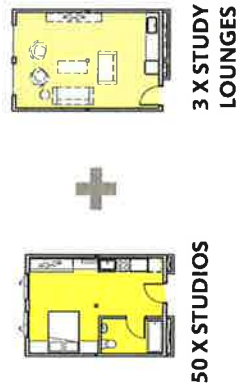
A X 50 DOUBLES = 100 BEDS



B X 50 DOUBLES = 100 BEDS



C X 50 STUDIOS = 50 BEDS



Modular Assembly Diagram

BENEFITS

- Reduce construction schedule by **40%**
- Increased construction **quality** and **consistency**
- **Quicker and quieter** for neighbors; safer for factory construction workers
- **Less waste** and fewer transportation-related emissions

