

**AGREEMENT FOR ARCHITECTURAL SERVICES**  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

*SAMPLE*  
*DOCUMENT*

## TABLE OF CONTENTS

|                                                                   | <u>Page</u> |
|-------------------------------------------------------------------|-------------|
| ARTICLE 1 Definitions.....                                        | 3           |
| ARTICLE 2 Scope, Responsibilities, and Services of Architect..... | 5           |
| ARTICLE 3 Architect Staff.....                                    | 7           |
| ARTICLE 4 Schedule of Services .....                              | 8           |
| ARTICLE 5 Construction Budget .....                               | 8           |
| ARTICLE 6 Fee and Method of Payment .....                         | 10          |
| ARTICLE 7 Payment for Extra Services or Changes.....              | 10          |
| ARTICLE 8 Ownership of Data .....                                 | 10          |
| ARTICLE 9 Termination of Contract.....                            | 12          |
| ARTICLE 10 Indemnity / Architect Liability .....                  | 13          |
| ARTICLE 11 Responsibilities of the District.....                  | 14          |
| ARTICLE 12 [RESERVED] .....                                       | 15          |
| ARTICLE 13 Nondiscrimination.....                                 | 15          |
| ARTICLE 14 Insurance .....                                        | 15          |
| ARTICLE 15 Covenant Against Contingent Fees.....                  | 15          |
| ARTICLE 16 Entire Agreement/Modification .....                    | 16          |
| ARTICLE 17 Non-Assignment Of Agreement .....                      | 16          |
| ARTICLE 18 Law, Venue .....                                       | 16          |

**Table of Contents  
(Continued)**

|                                                             | <b><u>Page</u></b> |
|-------------------------------------------------------------|--------------------|
| ARTICLE 19 Alternative Dispute Resolution.....              | 16                 |
| ARTICLE 20 Severability .....                               | 17                 |
| ARTICLE 21 Employment Status .....                          | 17                 |
| ARTICLE 22 Certificate of Architect .....                   | 18                 |
| ARTICLE 23 [RESERVED] .....                                 | 19                 |
| ARTICLE 24 Notice & Communications .....                    | 19                 |
| ARTICLE 25 Other Provisions.....                            | 19                 |
| EXHIBIT "A" RESPONSIBILITIES AND SERVICES OF ARCHITECT      |                    |
| EXHIBIT "B" CRITERIA AND BILLING FOR EXTRA WORK             |                    |
| EXHIBIT "C" SCHEDULE OF WORK                                |                    |
| EXHIBIT "D" FEE SCHEDULE                                    |                    |
| EXHIBIT "E" INSURANCE                                       |                    |
| EXHIBIT "F" PROJECT SCOPE AND PROJECT/ CONSTRUCTION BUDGETS |                    |

## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of \_\_\_, by and between the San Bernardino Community College District, a public community college district, (“District”) and Architects, (“Architect”) (both collectively “Parties”), for the following project (“Project”):

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

### ARTICLE 1 Definitions

1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1 **Agreement**: The Agreement consists exclusively of this document and all identified Exhibits attached and incorporated by reference.

1.1.2 **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect.

1.1.3 **As-Built Drawings (“As-Built”)**: A final set of drawings prepared by the Architect that incorporates all applicable changes from available Record Drawings, sketches, details, and clarifications.

1.1.4 **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect (“DSA”) has approved and that the District can use for the bidding and for construction of the Project.

1.1.5 **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall work with DSA to obtain DSA approval of all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.

1.1.6 **Contractor**: The prime contractor or trade contractor awarded the construction contract by the District for each specific bid package for the Project.

1.1.7 **Construction Cost**: The total cost to District of all elements of the Project designed or specified by the Architect and includes the Construction Manager’s fees and general conditions costs. The Construction Cost does not include the compensation of the Architect and the Architect’s consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including program management. The Construction Cost shall be the acceptable estimate of construction costs for the Project as prepared by the Architect and approved by the District pursuant to this Agreement until such time as bids have been received, whereupon the Construction Cost shall be the

total accepted bid amount of the lowest responsive responsible bidder plus other costs as specified in this Paragraph.

- 1.1.8 **Construction Budget:** The total Construction Cost for the Project developed with the Architect's assistance and approved by the District, and adjusted at the end of each design phase in accordance with this Agreement.
- 1.1.9 **Construction Manager:** The Construction Manager will be the District's representative during construction of the Project and will assist the District in the administration of the construction contracts. All instructions from the District to the bidders (and to the Contractors, when the contracts are awarded) shall be directed through the Construction Manager.
- 1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.11 **District:** The San Bernardino Community College District.
- 1.1.12 **DSA:** The Division of the State Architect.
- 1.1.13 **District's Authorized Representative:** The individual designate by the District to act on the District's behalf with respect to the Program or 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.
- 1.1.14 **Program Manager:** The firm or individual retained by the District to manage all aspects of the Measure "M" Capital Improvement Program as an extension of the District's staff.
- 1.1.15 **Project Budget:** The total amount indicated by the District for the entire Project plus all other costs, including construction, administration, financing, and all other costs.
- 1.1.16 **Record Drawings:** Any document prepared and submitted by District contractor(s) that record the changes made during the construction project on a Conforming Set, including changes necessitated by change orders.
- 1.1.17 **Responsibility Matrix:** An informational document that lays out the major activities in the program and details the responsibilities of individuals or groups involved in the program.
- 1.1.18 **Service(s):** All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.19 **Visually Verify:** To verify to the extent reasonable by physical observation and reasonable investigation and without any destructive action.

## **ARTICLE 2     Scope, Responsibilities, and Services of Architect**

- 2.1 Architect shall render the Services as described in Exhibit “A” commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as Exhibit “F.”
- 2.2 Architect shall provide Services that shall comply with professional architectural standards and applicable requirements of federal, state, and local laws, rules, regulations and ordinances applicable to the Project in effect at the time the Services are rendered. Architect shall notify the District in writing if Architect is aware of any upcoming or anticipated changes to the applicable codes or other requirements described in this Paragraph affecting the Project.
- 2.3 Architect acknowledges that all California community college districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
  - 2.3.1 A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
  - 2.3.2 A Storm Water Pollution Prevention Plan (SWPPP) at:
    - 2.3.2.1 Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
    - 2.3.2.2 Construction sites where:
      - 2.3.2.2.1 one (1) or more acres of soil will be disturbed, or
      - 2.3.2.2.2 the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
  - 2.3.3 Architect shall conform its design services with the District’s storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect. The District shall pay the Architect for approved Extra Services to comply with this provision if the Services required are in excess of those normally required for community college district design of the type in this Agreement. Such Extra Services, if any, shall be in accordance with the requirements set forth in this Agreement.

- 2.4 Architect shall contract for or employ at Architect's expense, consultant(s) to the extent deemed necessary for completion of the Architectural Services consisting of the following: architects, mechanical, electrical, structural, civil engineers, landscapers, and interior designers and other specialty consultants listed in Exhibit "D", licensed as such by the State of California as required to perform their respective services. The names of consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Architect under terms of the Agreement.
- 2.5 Architect shall coordinate Architect's Services under this Agreement with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination of Architect's Services under this Agreement with the services of persons responsible for operation of the District's Labor Compliance Program, if any. If the Architect employs consultant(s), the Architect shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's Labor Compliance Program, if any.
- 2.6 Architect coordinate with and implement the requirements of the regulatory agencies having jurisdiction over the Project, including, without limitation, the Office of the Chancellor of the California Community Colleges, the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, State Fire Marshal and any regulatory office or agency that has authority for review and supervision of community college construction projects.
- 2.7 Architect shall provide Services required in obtaining any local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project. Basic Services includes off site work for building related curb cuts and utility tie-ins at street. Excluded from Basic Services are campus infrastructure utility projects, street and sidewalk improvements, and traffic signals etc.
- 2.8 Architect shall coordinate its services pursuant to this Agreement with the District's DSA Project Inspector(s) and other consultants including the Construction Manager.
- 2.9 Architect recognizes that the District has obtained the services of a Program Manager for this Project and Program. The Program Manager, will be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Program Manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.10 Architect shall provide computer-generated images (site plans, elevations, renderings, photos, etc) that it prepares in the normal course of providing its Services, downloaded to

computer files, and updated as reasonably requested by the District, that the District may use on its website.

2.11 As part of its Basic Services pursuant to this Agreement, Architect is not responsible for:

2.11.1 The discovery, presence, analysis, handling, removal or disposal of Ground contamination, asbestos, lead, PCB's, mycotoxins or other hazardous materials; however, it shall coordinate and integrate its Services with any such information provided by District.

2.11.2 Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its Services with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District; provided such incorporation does not require any significant redesign after the completion of the Design Development Phase which shall be compensated as Extra Services. If the District or its CEQA consultant or both do not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.

2.11.3 Historical significance report or legal, insurance or accounting services.

2.11.4 Survey or soils investigation.

2.11.5 Geotechnical hazard report.

### **ARTICLE 3 Architect Staff**

3.1 The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2 The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Principal In Charge:

Project Manager:

Major Consultants:

Electrical:

Mechanical/Plumbing

Structural:

Civil:

Landscape:

Cost:

Hardware

- 3.3 The Architect shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.4 If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have ten (10) days to remove that person from the Project and with a total twenty (20) days to propose an alternate to replace that person with one acceptable to the District without causing any significant delays to the Project. All lead or key personnel for any consultant must also be designated by the consultant and are subject to all conditions previously stated in this Paragraph.
- 3.5 Architect represents that, to the best of its information, knowledge and belief, the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.6 Architect agrees that any plans or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **ARTICLE 4 Schedule of Services**

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

#### **ARTICLE 5 Construction Budget**

- 5.1 Architect hereby acknowledges the District's established Construction Budget and Project scope. In accordance with the Exhibit "A", the Architect shall have responsibility to further develop, review, and reconcile the Architect's estimated Construction Cost against the Construction Budget at the beginning of the Project and at the completion of each design phase. The District and the Program Manager shall also have responsibility to develop, review, and reconcile the estimated Construction Cost and Construction Budget with the Architect.
- 5.2 Architect shall complete all Services as described in Exhibit "A" including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Budget unless otherwise adjusted in writing by the District. The Architect shall maintain cost controls throughout the Project to deliver the Projects within the Construction Budget. As part of these cost controls, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment,

component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the Construction Budget. It is also recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

- 5.3 If the lowest responsive base bid received is in excess of ten percent (10%) of the approved Construction Budget, then the District, in its sole discretion, has one or a combination of the following alternatives:
- 5.3.1 Give the Architect written approval on an agreed adjustment to the Construction Budget.
  - 5.3.2 Authorize the Architect to re-negotiate, when appropriate, or re-bid the Project within a reasonable time of receipt of bids (exclusive of District and other agencies' review time) with no additional compensation to the Architect.
  - 5.3.3 Terminate this Agreement if the Project is abandoned, without further obligation by either party in accordance with Article 9.6.
  - 5.3.4 Request the Architect prepare, at no additional cost, deductive alternates which bring the Project within the Construction Budget.
  - 5.3.5 Request the Architect cooperate in revising the Project scope and quality as required, to meet the Construction Budget. If the District chooses to proceed under this alternative, the Architect, without additional compensation, agrees to redesign until the Project is brought within the approved Construction Budget. Architect will take all reasonable efforts consistent with the standard of care for its profession to redesign the Project with all of its component parts to meet the approved Construction Budget; however, the Architect cannot guarantee that the District may not need to modify the Project scope to meet the approved Construction Budget.
  - 5.3.6 Notwithstanding the above, if the lowest responsive bid exceeds the Construction Budget due to unforeseen market conditions (e.g., rapid material or labor price escalation or labor shortages), the Architect will be reasonably compensated for its redesign efforts as an Additional Service. The determining factor to establish whether unforeseen market conditions are the cause of the lowest responsive bid exceeding the Construction Budget will be if lowest responsive bid is more than 10% of the average of the Construction Cost estimates, as prepared by the Program Manager, Construction Manager and Architect after DSA review of the Construction Documents.

## **ARTICLE 6     Fee and Method of Payment**

- 6.1 District shall pay Architect for all Basic Services and Pre-Approved Extra Services as set forth on Exhibit “D” contracted for under this Agreement an amount equal to the (“Fee”): as indicated in Exhibit “D”.
- 6.2 District shall pay Architect the Fee pursuant to the provisions of Exhibit “D.”
- 6.3 Architect shall bill its work under this Agreement in accordance with Exhibit “D.”
- 6.4 No increase in Fee will be due from change orders generated during the construction period to the extent arising from the Architect’s errors or omissions.
- 6.5 The Architect’s Fee set forth in this Agreement shall be full compensation for all of Architect’s Basic Services and Pre-Approved Extra Services incurred in the performance hereof as indicated in Exhibit “D.”

## **ARTICLE 7     Payment for Extra Services or Changes**

- 7.1 District-authorized services outside of the scope in **Exhibit “A”** or District-authorized reimbursables not included in Architect’s Fee are “Extra Services.” Any charges for Extra Services shall be paid by the District as described in **Exhibit “B”** only upon certification that the claimed Extra Services were authorized as indicated herein. If any service is done by Architect without prior written authorization by the Program Manager or the District’s authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, the Architect will be paid by the District as described in **Exhibit “B”** for Extra Services that the Program Manager or the District’s authorized representative verbally requests, provided that the Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

## **ARTICLE 8     Ownership of Data**

- 8.1 Upon payment of all amounts due Architect hereunder that is not the subject of a good faith dispute, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, both hard copies and electronic copies of all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2 The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3 The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, the tape or compact

disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

- 8.4 In order to document exactly what CADD information was given to the District, Architect and District shall each sign a “hard” copy of the conformed 100% Construction Documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, or claims that arise due to any changes made to this information by anyone other than the Architect or Consultant(s) subsequent to it being given to the District.
- 8.5 Following the termination of this Agreement and payment of all amounts then due hereunder that is not the subject of a good faith dispute, the Architect shall promptly deliver to the District upon written request and at no cost except reimbursable printing costs to the District the following items (hereinafter “Instruments of Service”) which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1 One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 8.5.2 One set of fixed image CADD files in DXF or other District approved format of the drawings that are part of the Contract Documents.
  - 8.5.3 One set of non-fixed image CADD drawing files in DXF, DWG or other District approved format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4 All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6 In the event the District changes or uses any fully or partially completed documents without the Architect’s knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall indemnify, defend and hold the Architect, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys’ fees, on account of any damages or losses to property or persons, including injuries or death, arising out of any unauthorized change or use. In the event District uses any fully or partially completed documents without the Architect’s full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect’s consultants.

## **ARTICLE 9     Termination of Contract**

- 9.1 If Architect fails to perform Architect's duties in accordance with the terms of this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, or if the Architect becomes insolvent, the District shall have the right to terminate this Agreement, in all or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed supported by proper documentary evidence until the notice of termination, but District shall have the right to withhold payment and deduct any amounts found to be due to the Architect's negligence, errors, or omissions that caused the District to terminate the Architect including, but not limited to, any increased consultant and replacement architect costs.
- 9.2 This Agreement may be terminated without cause, or for the District's convenience upon seven (7) days written notice to the Architect. In the event of a termination without cause, the District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by proper documentary evidence, including payroll records, and expense reports up until the date of notice of termination without cause plus any sums due the Architect for approved Extra Services. In ascertaining the services actually rendered hereunder up to the date of termination without cause of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of 3% beyond the sum due the Architect under this paragraph through 50% completion of the Architect's portion of the Project and if 50% completion is reached, payment of 3% of the unpaid balance of the contract to Architect as termination cost. This 3% payment shall be calculated for each single Project that is being terminated pursuant to this Paragraph is agreed to compensate the Architect for the unpaid profit Architect would have made for the specific Project on the date of termination and is consideration for entry into this termination for convenience clause.
- 9.3 Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4 The Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed supported by proper documentary evidence until the Architect's notice of termination.
- 9.5 If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of such termination, shall immediately cease Services on the

Project. The District shall pay the Architect only the fee associated with the Services provided supported by proper documentary evidence, since the last invoice that has been paid and up to the notice of termination.

- 9.6 If the District suspends or abandons the Project for more than sixty (60) consecutive days, the Architect shall be compensated for Services performed and reasonable close-out costs supported by proper documentary evidence prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for reasonable expenses incurred in the resumption of the Architect's Services. If the District suspends or abandons the Project for more than one year, the Architect may terminate this Agreement by giving written notice.

## **ARTICLE 10 Indemnity / Architect Liability**

- 10.1 To the fullest extent permitted by law, Architect agrees to indemnify and hold District entirely harmless from all liability arising out of:
- 10.1.1 Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and
  - 10.1.2 If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the San Bernardino Community College District and Program Manager harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, other than as the result of the negligent professional act or omission in the performance of professional services pursuant to this Agreement, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District or of other third parties not under the control or the supervision of the Architect, but only to the extent covered by Architect's commercial general liability policy. The Architect, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and
  - 10.1.3 If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the

harmless from any loss, injury to, death or persons or damage to property caused by any negligent act, neglect, default or negligent omission of the Architect, or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the negligence, or willful misconduct of the District or of other third parties not under the control or the supervision of the Architect. The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District in defending such actions or proceedings brought against the District.

#### **ARTICLE 11 Responsibilities of the District**

- 11.1 The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 11.2 The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of any responsibilities pursuant to this Agreement.
- 11.3 The District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications to its preparer. The Architect, however, shall properly coordinate all of its Construction Documents for the Project with the consultant's reports and other information provided.
- 11.4 The District shall furnish the services of a Program Manager. The Program Manager shall act as the District's representative and its duties shall include: coordination and management of the District's overall construction program, including this Project; coordinating and managing the Construction Manager for this Project; coordination of communication between Architect and the District; coordinating the services of the Inspector of Record; and providing copies to the Architect of the Inspector of Record's semi-monthly reports, the Notice of Completion, the Final Verified Report Form DSA-6 and verification by the Inspector of Record that the items noticed on the Field Trip Notes have been corrected. Nothing in this Paragraph, however, shall limit any requirements set forth in this Agreement. Architect shall coordinate all of its Services provided

pursuant to this Agreement with the services provided by the District, Program Manager, Construction Manager, Inspector and other consultants retained by the District.

- 11.5 The District shall furnish the services of a Construction Manager. These services shall include: management and coordination of the construction process, including management of the communication, coordination and cooperation among the contractors; coordination and review of the submittal schedule and process, including review of all submittals for completeness and conformance with the requirements of Contract Documents prior to submission to Architect; review (in conjunction with the Architect) of RFI's, change orders, and pay applications for completeness and conformance with the requirements of the Contract Documents; conducting construction meetings and preparing construction meeting minutes; management of the punch list process including review of the Work to determine that Work is complete prior to requesting the Architect's punch list review; and providing copies to the Architect of lab reports on all tests or lab inspections, the Final Verified Report Form DSA 6, verified reports of testing and inspections and weighmaster's certificates. Nothing in this Paragraph, however, shall limit any requirements set forth in this Agreement. Architect shall coordinate all of its Services provided pursuant to this Agreement with the services provided by the District, Program Manager, Construction Manager, Inspector and other consultants retained by the District.

#### **ARTICLE 12 [RESERVED]**

#### **ARTICLE 13 Nondiscrimination**

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

#### **ARTICLE 14 Insurance**

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

#### **ARTICLE 15 Covenant Against Contingent Fees**

- 15.1 Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall

have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover in an action at law the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **ARTICLE 16 Entire Agreement/Modification**

- 16.1 This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Neither Party shall be entitled to any other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Each Party specifically acknowledges that in entering this Agreement, such Party relies solely upon the provisions contained in this Agreement and no others.

#### **ARTICLE 17 Non-Assignment Of Agreement**

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

#### **ARTICLE 18 Law, Venue**

- 18.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 18.2 To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **ARTICLE 19 Alternative Dispute Resolution**

- 19.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be submitted to binding arbitration, if agreed to by all Parties. If any party objects to binding arbitration, any dispute or controversy shall be submitted to a Court of competent jurisdiction in accordance with the conditions set forth in Article 19.2 below. If the Parties all agree to binding arbitration, such arbitration shall take place in a location closest to the District, and shall be conducted under the Construction Industry Rules of the American Arbitration Association in effect on the date hereof.
- 19.2 In the event of a good faith dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or

not performed, the Parties shall attempt to resolve the dispute promptly. Pending resolution of this dispute, Architect agrees to continue the work diligently to completion provided District continues to pay all amounts then due to Architect hereunder not in good faith dispute. If the District disputes any amounts due Architect, the District shall give prompt written notice of the amounts in dispute and the reasons therefor. No amounts may be withheld from Architect's compensation on account of any penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which are found to arise from the Architect's errors or omissions or Architect's failure to comply with the requirements set forth in this Agreement. In the event that the total amount withheld exceeds forty-five percent (45%) of the total computed Architect fee, the Architect may discontinue work on the Project pending the submittal and resolution of the dispute through the dispute resolution proceedings in accordance with Article 19.1 above. In the event the amount withheld is less than forty-five percent (45%) of the total computed Architect fee, and the dispute is not resolved, Architect agrees it will neither rescind this Agreement, nor stop the progress of its services provided District continues to pay all amounts due to Architect hereunder not in good faith dispute. Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, or other alternative dispute resolution proceedings in accordance with Article 19.1 above so long as it does not cause any delays in completing the Project.

#### **ARTICLE 20 Severability**

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

#### **ARTICLE 21 Employment Status**

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

that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

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

## **ARTICLE 22 Certificate of Architect**

- 22.1 Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.
- 22.2 Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 22.3 Architect certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its consultant(s) to fully comply with any applicable prevailing wage requirements of the California Labor Code, if applicable.

**ARTICLE 23 [RESERVED]**

**ARTICLE 24 Notice & Communications**

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

**District:**

San Bernardino Community College District  
114 South Del Rosa Drive  
San Bernardino, CA 92408  
Attn: Vice Chancellor of Fiscal Services

**Architect:**

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

**ARTICLE 25 Other Provisions**

- 25.1 Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement. The standard of care of the Architect for its Services shall be the standard of care of architects performing similar work for California community college districts in or around the same geographic area of the District.
- 25.2 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

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

**SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT**

**Architects**

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

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

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

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

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

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

## **EXHIBIT "A"**

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

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

#### **A. BASIC SERVICES**

Architect agrees to provide the services described below:

1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination of its services with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services. Project (s) will be developed under a General Contractor system. Architect will develop all documentation based on this method of project delivery.
2. The District shall provide information regarding any requirements for the Project including the District's objectives, schedules, constraints, budgets and other relevant criteria. The District will provide any information regarding the Project site to the extent readily available to the District. Architect to notify District of any errors or omissions it may find. Architect shall Visually Verify any information provided by the District and all existing Project utilities, including capacity, and the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project. The Architect shall notify the District in writing if it has any concerns regarding the accuracy of any documents or information provided by the District related to existing utilities.
3. If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed.
4. Demolition. Provide demolition drawings which should include Site Plans, General Notes, Specifications and all documentation required to implement and maintain demolition work.

## **B. PRE-DESIGN AND START-UP SERVICES**

This phase of services will be combined with the Schematic Design Phase of Services and the deliverables for each phase will be delivered at the same time.

### **1. Project Initiation**

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

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "F" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's reasonable satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, concepts and design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Review of Architectural Program**

The Architect shall review the District's architectural program as follows:

- a. Meet with District and user groups and perform design investigations to establish appropriate guidelines around and within which the Project design is to be completed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory agencies. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA requirements pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory agencies.
- d. Administer Project as required to coordinate Architect's services with the District and between Architect's sub-consultants.

### **3. Construction Cost/Construction Budget**

- a. Architect shall have responsibility to further develop review, and reconcile the Architect's estimated Construction Cost within the parameters of the Project Budget

and Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Budget are to be based on current area, volume or similar conceptual cost estimating techniques and on the developed functional architectural programs as approved by the District. The following conditions apply to the estimated Construction Cost prepared by the Architect:

- (i) All costs are to be based on current prices, with escalation rate and duration clearly identified as a separate line item. Projected bid and construction dates are to be as approved by the District and its representatives
  - (ii) Format shall be in a building systems format (e.g., foundations substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, as summarized by the Construction Specification Institute (CSI).
  - (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and basis of calculation clearly identified.
  - (iv) The Architect shall review all information and estimates from the District and/or the Program Manager that are intended to inform the estimate of the Construction Cost.
  - (v) Two (2) weeks after submittal of documents, the Architect shall submit its estimated Construction Cost to the District and the Program Manager for review and approval. At that time the Architect shall coordinate with the District
- b. The accuracy of the estimated Construction Cost shall be the responsibility of the Architect. If the estimated Construction Cost for the Project exceeds the District's Construction Budget at the end of the current design phase, the Architect will make recommendations to the District for approval of necessary or suggested design changes to reduce the Construction Cost. The Architect, at no expense to the District, will revise the documents during the first quarter of the subsequent design phase to reduce the estimated Construction Cost so as not to exceed the District's approved Construction Budget.
- c. Architect along with any involved consultant(s) shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase.

#### 4. Pre-Design Deliverables and Numbers of Copies

- a. Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:
- 5 - Copies of Site Plan
  - 5 - Copies of the estimated Construction Cost
  - 5 - Copies of final Schedule of Work
  - 5 - Copies of Meeting Reports/Minutes from "Kick-off" and other meetings.

b. Meetings

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

**C. SCHEMATIC DESIGN PHASE**

1. Upon District’s acceptance of Architect’s work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District’s review a Schematic Design Study containing, the following items as applicable to the Project scope:
  - a. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
  - b. Review the developed work plan with the District representatives and Program Manager to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Architectural
  - a. Scaled floor showing overall dimensions, identifying the various major areas and their relationship. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
  - d. Identify minimum finish requirements.
  - e. Identify code requirements include occupancy classification(s) and type of construction.
3. Electrical
  - a. Calculate overall approximate electrical loads.
  - b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

c. Show system(s) selected on drawings as follows:

- (i) Single line drawing(s) showing major distribution system.
- (ii) Location and preliminary sizing of all major electrical systems and components including:
  - (a) Load centers.
  - (b) Main panels.
  - (c) Switch gear.
- (iii) Provide design criteria to include the intent base of design for the projects

4. Civil

Identify surface improvements including one site roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

5. Landscape

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

6. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

7. Construction Cost/ Construction Budget

Update the estimated Construction Cost for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the updated Construction Cost:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by UNI format systems.

- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid- point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The accuracy of the estimated Construction Cost shall be the responsibility of the Architect. If the estimated Construction Cost for the Project exceeds the District's Construction Budget at the end of the current design phase, the Architect will make recommendations to the District for approval of necessary or suggested design changes to reduce the Construction Cost. The Architect, at no expense to the District, will revise the documents during the first quarter of the subsequent design phase to reduce the estimated Construction Cost so as not to exceed the District's approved Construction Budget.
- e. The Architect shall submit its estimated Construction Cost to the District and the Program Manager for review and approval. At that time, the Architect shall coordinate with the District and the Program Manager to further develop, review, and reconcile the estimated Construction Cost against the Construction Budget if necessary. The Architect shall final approval of the Construction Cost estimate.
- f. At the end of this Phase, the estimated Construction Cost may include reasonable design contingencies of no more than ten percent (10%) in the cost estimates.

#### 8. Project Manager Design Review

The District shall conduct a design review of the Schematic Design Documents within 10 working days after receipt of documents. The reports shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report within 30 days of Architect's receipt of the comments.

#### 9. Meetings

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

#### 10. Schematic Design Deliverables and Numbers of Copies

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

- 5 - Copies of the estimated Construction Cost as prepared for this Phase;
- 5 - Meeting Reports/Minutes;
- 5 - Schematic Design Package with alternatives (3 full size and 2 half size copies of all drawings)
- 5 - A statement indicating changes made to the Architectural Program and Schedule.

- 5 - DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

## 11. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised until a final concept within the approved Construction Budget has been accepted and approved by the District at no additional cost to the District.
- c. If directed by the District prior to or at the time of approval of the Schematic Design, the construction documents shall be prepared so that portions of the work of the Project may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the Project may be deferred. Alternate construction schemes made by the District subsequent to the Schematic Design Phase which do not arise from the errors or omissions of the Architect, and is not the result of the Project exceeding the Construction Budget caused by the Architect will be considered Extra Services.

## **D. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of, without limitation, the following for each proposed system within Architect's scope of work:

### 1. Architectural

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Identification of all fixed equipment to be installed in contract.
- d. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- e. Preliminary development of details and large scale blow-ups.
- f. Legend showing all symbols used on drawings.
- g. Floor plans identifying all fixed and major movable equipment and furniture.
- h. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

- i. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.
2. Structural
  - a. Structural drawing with all major members located and sized.
  - b. Establish final building and floor elevations.
  - c. Preliminary specifications.
  - d. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.
3. Mechanical
  - a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
  - b. Major mechanical equipment should be scheduled indicating size and capacity.
  - c. Ductwork and piping should be substantially located and sized.
  - d. Devices in ceiling should be located.
  - e. Legend showing all symbols used on drawings.
  - f. More developed Outline Specifications indicating quality level and manufacture.
  - g. Control Systems to be identified.
4. Electrical
  - a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
  - b. All major electrical equipment should be scheduled indicating size and capacity.
  - c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.

5. Civil

- a. Further refinement of Schematic Design phase development of street access to new building sites if required by design, development of on and off site utility systems for sewer, electrical, water, storm drain, firewater lines and fire hydrants. This includes, without limitation, pipe sizes, materials, invert elevation location and installation details. Basic services includes off site work for building related sidewalks, curb cuts and utility tie-ins at street. Excluded from Basic Services are campus infrastructure utility projects, street improvements, traffic signals etc.
- b. Further refinement of Schematic Design Phase on site roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

6. Landscape

- a. Further refinement of Schematic Design concepts: Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
- b. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

7. Construction Cost/ Construction Budget

- a. Update the estimated Construction Cost for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost:
- b. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- c. The accuracy of the estimated Construction Cost shall be the responsibility of the Architect. If the estimated Construction Cost for the Project exceeds the District's Construction Budget at the end of the current design phase, the Architect will make recommendations to the District for approval of necessary or suggested design changes to reduce the Construction Cost. The Architect, at no expense to the District, will revise the documents during the first quarter of the subsequent design phase to reduce the estimated Construction Cost so as not to exceed the District's approved Construction Budget.

- d. The Architect shall submit its estimated Construction Cost to the District and the Program Manager for review and approval. At that time, the Architect shall coordinate with the District and the Program Manager to further develop, review, and reconcile the estimated Construction Cost against the Construction Budget. The Architect shall have final approval of the Construction Cost estimate.
- e. At this stage of the design, the estimated Construction Cost may include design contingencies of no more than ten percent (10%) in the cost estimates.

#### 8. Project Manager Design Review

The District shall conduct a review of the Design Development Documents. The reports shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report within 10 days.

#### 9. Design Development Deliverables and Numbers of Copies

- 5 - Design Development drawing set from all professional disciplines necessary to deliver the Project - three (3) full size and two (2) half size sets of all drawings.
- 5 - Specifications.
- 5 - Copies of the estimated Construction Cost.
- 5 - DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

#### 10. Meetings

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

### **E. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of, without limitation, the following for each proposed system within Architect's scope of work:

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

##### a. Architectural

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- (iii) Architectural details and large blow-ups started.

- (iv) Well developed finish, door, and hardware schedules.
  - (v) Site utility plans started.
  - (vi) Fixed equipment details and identification started.
  - (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- b. Structural
- (i) Structural floor plans and sections with detailing well advanced.
  - (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (iii) Completed cover sheet with general notes, symbols and legends.
- c. Mechanical
- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (ii) Large scale mechanical details started.
  - (iii) Mechanical schedule for equipment substantially developed.
  - (iv) Complete design of Building Automation System (“BAS”).
- d. Electrical
- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
  - (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
  - (iii) All electrical equipment schedules started.
  - (iv) Special electrical system components approximately located on plans.
  - (v) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- e. Civil
- All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

f. Landscape

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

g. Construction Cost/ Construction Budget

- (i) Update the estimated Construction Cost for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to meet the Construction Budget. Architect shall provide an estimated Construction Cost sorted by the Project Bid Packages.
- (ii) The accuracy of the estimated Construction Cost shall be the responsibility of the Architect. If the estimated Construction Cost for the Project exceeds the District's Construction Budget at the end of the current design phase, the Architect will make recommendations to the District for approval of necessary or suggested design changes to reduce the Construction Cost. The Architect, at no expense to the District, will revise the documents prior to completion of the 100% Construction Documents to reduce the estimated Construction Cost so as not to exceed the District's approved Construction Budget.
- (iii) The Architect shall submit its estimated Construction Cost to the District and the Program Manager for review and approval. At that time, the Architect shall coordinate with the District and the Program Manager to further develop, review, and reconcile the estimated Construction Cost against the Construction Budget if necessary. The Architect shall have final approval of the Construction Cost estimate.
- (iv) At this stage of the design, the estimated Construction Cost may include design contingencies of no more than 7% in the cost estimates.

h. Specifications

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

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (a) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (b) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
  - (iii) Specifications shall be in CSI format.
- i. 50% Construction Documents Deliverables and Numbers of Copies

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

  - 5 - Hard copies of working drawings – three (3) full size and two (2) half size sets.
  - 5 - Specifications
  - 5 - Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes.
  - 5 - Copies of the estimated Construction Cost as prepared for this Phase.
  - 5 - A statement indicating any authorized changes made to the design from the last Phase and the anticipated cost impact of each change on the estimated Construction Cost. If no design changes occur but shifts of costs occur between disciplines, identify for District review.
- 2. Construction Documents – 100% / Completion Stage:
  - a. Architectural
    - (i) Completed site plan.
    - (ii) Completed floor plans, elevations, and sections.
    - (iii) Architectural details and large blow-ups completed.
    - (iv) Finish, door, and hardware schedules completed, including all details.
    - (v) Site utility plans completed.
    - (vi) Fixed equipment details and identification completed.
    - (vii) Reflected ceiling plans completed.
  - b. Structural
    - (i) Structural floor plans and sections with detailing completed.
    - (ii) Structural calculations completed.
  - c. Mechanical
    - (i) Large scale mechanical details complete.

- (ii) Mechanical schedules for equipment completed.
  - (iii) Completed mechanical schematic for environmental cooling and exhaust equipment.
  - (iv) Complete energy conservation calculations and report.
- d. Electrical
- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
  - (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
  - (iii) All electrical equipment schedules completed.
  - (iv) Special system components plans completed.
  - (v) Electrical load calculations completed.
- e. Civil
- All site plans, site utilities, parking and roadway systems completed.
- f. Specifications
- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
  - (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (iii) The specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
  - (iv) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
  - (v) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District’s prior approval.
  - (vi) At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

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

(viii) Specifications shall be in CSI format.

g. Constructability Review

The Architect shall submit its Construction Documents to a third party, hired by District, for a constructability review, if necessary, prior to DSA submittal. The Architect, Program Manager and the District shall meet and agree upon revisions to the Construction Documents based on the reviews required under this Paragraph. Any revisions or comments resulting from such constructability review shall be incorporated into the Architect's documents at no additional cost to the District, unless specifically instructed otherwise by the District in writing. Any costs arising from the Architect's failure to incorporate any constructability reviews shall be the responsibility of the Architect, unless otherwise directed by the District in writing. The District and/or the Program Manager will not advertise the Project for bids until they are satisfied that the Architect has fully addressed all agreed upon constructability comments; the Program Manager will confirm and give its opinion in writing to the Architect and the District.

h. 100% Construction Documents Deliverables and Numbers of Copies

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

- 5 - Hard copies of working drawings – three (3) full size and two (2) half size sets.
- 5 - Specifications,
- 5 - Engineering calculations
- 5 - Estimated Construction Cost.
- 5 - Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes.
- 5 - DSA file including all correspondence, meeting, back check comments, checklists to date.
- 5 - A statement indicating any authorized changes made to the design from the last Phase and the anticipated cost impact of each change on the previously estimated Construction Cost. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

3. Construction Documents (CD) Final Back-Check Stage

- a. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District except to the extent required due to a change in law. Architect shall notify the District in writing if Architect is aware of any upcoming or anticipated changes to the applicable laws or other requirements

affecting the Project.

- b. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
  - (iii) Electronic Copy of Drawings: Architect shall provide the District with one copy each of the conformed Final Back-Check Stage drawings in AutoCAD and PDF formats.
- c. Architect shall coordinate with its consultants so they update and refine the consultants' completed Construction Documents.
- d. Construction Cost/ Construction Budget
  - (i) Update the estimated Construction Cost for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Budget.
  - (ii) The accuracy of the estimated Construction Cost shall be the responsibility of the Architect. If the estimated Construction Cost for the Project exceeds the District's Construction Budget at the end of the current design phase, the Architect will make recommendations to the District for approval of necessary or suggested design changes to reduce the Construction Cost. The Architect, at no expense to the District, will revise the Construction Documents to reduce the estimated Construction Cost so as not to exceed the District's approved Construction Budget.
  - (iii) The Architect shall submit its estimated Construction Cost to the District and the Program Manager for review and approval. At that time, the Architect shall coordinate with the District and the Program Manager to further develop, review, and reconcile the estimated Construction Cost against the Construction Budget if necessary. The Architect shall have final approval of the Construction Cost estimate.
  - (iv) At this stage of the design, the estimated Construction Cost may include a reasonable design contingency that is approved by the District.

#### 4. Meetings

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

## **F. BIDDING PHASE**

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

1. Assist the District with the development of the bidding procedures and the construction contract documents.
2. The Architect shall coordinate its services with the Program Manager and Construction Manager to prepare all necessary bidding information and bidding forms required by the District and shall assist the District in preparing the Contractor's contract and general conditions, including providing, plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning and other systems installed by the Contractor, all of which shall be part of the bid documents prepared by the Architect.
3. The Architect shall coordinate its services with the Program Manager and Construction Manager to print and distribute necessary bidding information, general conditions of the contract, and supplementary general conditions of the contract, and shall assist the District's legal advisor in the drafting of proposal and contract forms.
4. The Architect shall coordinate its services with the Program Manager and Construction Manager to deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD or other approved format file.
5. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
7. Submittals

The Architect shall provide services in connection with evaluating substitutions proposed by the Contractor and making subsequent required revisions to drawings, specifications and other documentation. Any substitutions submitted 60 days after the award of the contract to the Contractor will be an Extra Service.

8. Attend bid opening(s)
9. Coordinate with sub-consultants.

10. Respond to District questions and clarifications.

11. Deliverables and Number of Copies

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

- a. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with 5 complete sets of plans and specifications marked as a Conforming Set – 3 full size and 2 half size sets.

#### **G. CONSTRUCTION ADMINISTRATION PHASE**

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

1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and completion of the Project and the Closeout Phase, or upon the District's terminating the Agreement, or upon 60 days after recordation of the last Notice of Completion for the Project or upon 60 days after completion of the Project as defined in Public Contract Code section 7107, whichever is earlier.
2. Prior to start of construction, the following two documents are required:
  - a. Contract Information Form DSA-102.
  - b. Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.
3. During construction, the Architect shall furnish and distribute all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders at no additional cost except for scope changes not due to the Architect's errors or omissions.
4. The Architect shall provide direction to a full-time Project inspector employed by and responsible to the District as required by applicable law.
5. The Architect shall provide general administration of the Construction Documents, including but not limited to periodic visits at the site as Architect deems necessary to render architectural observation which is distinguished from the continuous personal inspection of the Project inspector (in no case shall the number of visits be less than once every other week during active construction).

6. The Architect shall review all change order proposals from the Contractors and Construction Manager, evaluate and make written recommendations regarding change order proposals and prepare change orders with supporting documentation for the District's review and approval. Such services related to an approved scope change to the Project may be an Extra Service except for those items that arise from the Architect's errors or omissions.
7. Submittals
  - a. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - b. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.
  - c. Submittals shall be approved as quickly as possible within a maximum of 15 working days subject to a mutually agreed submittal schedule. Architect's response to each submittal shall be a substantive and acceptable response. This 15-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA.
8. RFI's

During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible in accordance with the professional standard of care so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed ten (10) working days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA.
9. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance.
10. The Architect shall be the interpreter of the requirements of the Construction Documents and advise the District as to the performance by the Contractor there under.

11. The Architect shall make recommendations to the District on claims relating to the execution and progress of the work and all matters and questions relating thereto and within its scope of services. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.
12. The Architect shall advise the District to reject work which it becomes aware does not conform to the Construction Documents. The Architect shall promptly inform the District, whenever, in the Architect's opinion, it may be necessary for the District or the Inspector, to stop the work to avoid the improper performance of the Contractor's contract with the District. The Architect has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed or completed.
13. The Architect shall not issue orders to Contractor or Construction Manager that it knows will commit the District to extra expenses or otherwise amend the Construction Documents without first obtaining the written approval of the District.
14. The Architect shall be the District's representative during construction and shall advise and consult with the District. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified in writing.
15. Based on its observations of the Project, the Architect shall make recommendations to the District regarding the dates or dates or final completion and recordation of all notices of completion.
16. The Architect shall provide written evaluation of the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the District.
17. The Architect shall assist the District with gathering information and processing forms required by applicable governing authorities, such as building departments, the State Chancellor, and DSA, in a timely manner for Project close-out.
18. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the District and Contractor relating to the execution or progress of the work as provided in the construction contract. Under no circumstances should this evaluation take longer than 15 working days from the date the claim and all necessary information is received by Architect.
19. Record Drawings. Architect shall review the Contractor(s)' recorded changes which the Contractor(s) should prepare and submit as Record Drawings. Record Drawings are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the District's construction contractor(s) on a Conforming Set.

20. As-Built Drawings. The Architect shall incorporate the information on all Record Drawings and prepare one set of final As-Built Drawings for the District. The As-Built Drawings shall incorporate onto one set of drawings the Contractors' recorded changes from the Record Drawings, sketches, details, and clarifications. The Architect shall deliver the as-built drawings, one as a hard copy and on CD in the latest auto CADD format, to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Architect's final payment if the Contractor has provided the Architect with the Record Drawings on a timely basis. The Architect may insert the following notice on the As-Built Drawings:

These drawings or corrected specifications, if applicable, have been prepared based on information submitted, in part, by others. The Architect cannot warrant the accuracy of any information provided by others or warrant that all changes made during construction will appear in such drawings or corrected specifications. The Architect has provided a review consistent with its legal standard of care.

21. M&O Manuals / Warranties. Architect shall receive and review from the Contractor equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to determine whether they meet the requirements of the plans and specifications

22. Architect shall also provide, at the District's request as an Extra Service, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment.

23. The Architect shall review and certify approve payment applications submitted by Contractors. Recommendations of Payment by Architect constitute Architect's representation to the District that, to the best of Architect's information and belief based on the Architect's observations at the site, the work has progressed to the point indicated, the work is in accordance with the Construction Documents and that the Contractor is entitled to the amount approved.

24. Deliverables and Number of Copies

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

- 2 - Observation reports per site visit.

25. Meetings

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

## H. CLOSE OUT PHASE

As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:

1. Architect shall review the contractor's final punch lists to determine if the contractor has substantially completed the construction of the Project and shall prepare punch lists of noted items that remain in need of correction or completion. Providing more than one punch list review and one back-check review per building shall be an Extra Service.
  - a. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.
  - b. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - c. Architect shall prepare a set of As-Built Drawings for the Project based on and incorporating the Contractor's Record Documents.
  - d. Architect shall organize electronic files, plans and prepare a Project binder.
  - e. Architect shall assist in close-out of the design and construction of the Project with the District and between consultants.
  - f. As an Extra Service, Architect will attend warranty review meeting with District, Program Manager and Construction Manager. Meeting to be scheduled eleven (11) months after substantial completion.
2. When the design and construction of the Project is complete, the Architect shall assist the District to prepare and record with the County Recorder a Notice of Completion for the Project. The Notice of Completion will be recorded by the District.
3. The Architect shall provide the District proof that the following documents described below were delivered to the Division of the State Architect for review prior to issuance of a "Certificate of Completion."
4. During the period the Project is under construction the following documents are required:
  - a. Copies of the Inspector of Record's semi-monthly reports (to be provided by Program Manager or Construction Manager).
  - b. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the Project (to be provided by Program Manager or Construction Manager).
5. Upon completion of construction of the Project, the Architect shall work with the

Program Manager and Construction Manager to gather and assemble the following close-out documents:

- a. Copy of the Notice of Completion recorded by the District.
  - b. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the Architect, Structural Engineer, Mechanical Engineer and Electrical Engineer.
  - c. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Inspector of Record and Special Inspector(s).
  - d. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued- Laminated Timber, etc.
  - e. Weighmaster's Certificate (if required by approved drawings and specifications).
  - f. Copies of the signature page of all Addenda as approved by DSA.
  - g. Copies of the signature pages of all Deferred Approvals as approved by DSA.
  - h. Copies of the signature page of all Change Orders as approved by DSA.
  - i. Verification by the I.O.R. that all items noted on any "Field Trip Notes" have been corrected.
6. Deliverables and Number of Copies
- 2 - Punch lists for each site
7. Meetings

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

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

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

1. General Meeting, Site Visit, and Workshop Requirements
  - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

- b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions
- c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- d. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

2. Meetings During Project Initiation Phase: ( ) meeting

Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:

- a. The Architect, its appropriate consultant(s), Program Manager and District, shall attend the meeting.
- b. The Project kick-off meeting will introduce key team members from the District, Program Manager and the Architect to each other, defining roles and responsibilities relative to the Project.
- c. During this meeting, the Architect shall:
  - (i) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (ii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iii) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (iv) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

3. Initial Site Visits: up to ( ( ) site visit(s))

Architect shall visit the Project sites to complete a visual review of the existing conditions.

4. Meetings During Architectural Program: up to ( ( ) meeting(s))

- a. Architect shall participate in one public community information site meeting to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during

construction.

- b. The Program Manager shall conduct and the Architect shall attend up to ( ) site visit/meeting(s) with the District's user groups to gather information from District and site personnel and to make visual presentation(s) regarding the Project.
- c. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the estimated Construction Cost.

5. Meetings During Schematic Design Phase: up to ( ) meeting(s))

- a. Within the first two weeks following the start of the Schematic Design Phase, Architect shall participate in ( ) design workshop with the District's user groups and site personnel to complete a basic design framework with computer-aided design CADD Drawings. This workshop shall include the following:
  - (i) Architect shall designate its team member duties and responsibilities;
  - (ii) Architect and District shall review District goals and expectations;
  - (iii) District shall provide input and requirements;
  - (iv) Architect and District shall review Project scope and budget, including the estimated Construction Cost and the Construction Budget;
  - (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - (vi) Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

6. Meetings During Design Development Phase: up to ( ) meeting(s))

- a. Two ( ) sets of 1 day User Group workshops At the time designated for completion of the Design Development package, Architect shall participate in ( ) meeting(s) with the District to review the following:
  - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Architect and District shall review Project scope and budget, including the estimated Construction Cost and the Construction Budget.
- b. Value Engineering Workshop: ( ) day Workshop)

Participate in ( ) value engineering workshop(s), as requested by the District, including some of Architect's consultant(s), the District, and the Program Manager

during the Design Development Phase. This workshop will be scheduled for ( ) day for project.

7. Meetings During Construction Documents Phase: up to ( ) meeting(s))

- a. Prior to beginning work on the fifty percent (50%) design package, Architect shall participate in ( ) meeting(s) with the District to review the Design Development package and receive comments.
- b. ( ) set meetings (one day) with District during 50% CD.
- c. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall participate in ( ) meeting with the District to review the following:
  - (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Architect and District shall provide further review of Project scope and budget, including the estimated Construction Cost and the Construction Budget;
- d. Value Engineering Workshop at 50% completion of CD: ( ) one day Workshop  
  
Participate in ( ) value engineering workshop(s), as requested by the District, including some of Architect's consultant(s), the District, and the Program Manager. This workshop will be scheduled for two (2) days for all projects.
- e. ( ) set of meetings (one day) during 100% CD with College.
- f. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall participate in one ( ) meeting(s) with the District to review the following:
  - (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

8. Meetings During Bidding Phases (up to ( ) meeting(s))

- a. Attend and take part in of meetings to review bid packages with all potential bidders, District, Program Manager and Construction Manager.
- b. Participate in one kick-off meeting, per site, (up to \_ sites) with the successful bidders, District, Program Manager and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9. Meetings During Construction Administration Phase: Weekly project meetings and other meetings necessary to perform construction administration until all projects are complete).

- a. Architect shall visit Project sites as necessary or when requested, but in no case less than once per week, sufficient to determine that each Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction on all Projects. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.
- b. Attend weekly project meetings with District staff during active construction to review with District staff the progress of the work at each site.
- c. Architect shall require that its consultant(s) visit the site in conformance with their agreements.
- d. Architect's major consultants shall visit the project site at least once a month, during their disciplines active construction on site, to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed and to endeavor to guard the District against defects and deficiencies in the Work.

10. Citizens Bond Oversight Committee Meetings: Up to ( ( ) meeting(s))

Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s). The Architect will present any designs and any significant updates or addenda, as determined by the District, to the District's citizen bond oversight committee.

11. Governing Board Meetings: Up to ( ( ) meeting(s))

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

## **EXHIBIT "B"**

### **CRITERIA AND BILLING FOR EXTRA WORK**

- A.** Architect shall notify the District in writing of the need for additional services required due to circumstances beyond the Architect's control. Architect shall obtain written authorization from the District before rendering such services. Compensation for such services shall be negotiated and approved in writing by the District. To the extent not required under this Agreement, such services shall include:
1. Making revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation and completion of the Design Development Phase Documents. Architect shall notify the District in writing if Architect is aware of any upcoming or anticipated changes to the applicable codes or other requirements described in this Paragraph affecting the Project.
  2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
  3. If the District requests the Project be let on a segregated basis after the completion of Design Development Phase where segregation does not arise from Architect exceeding the estimated budget constraint, then plan preparation and/or contract administration work to prepare the segregated plans is an Extra Service.
  4. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect.
  5. Making significant revisions to the drawings, specifications or other documents when such revisions are:
    - a. Inconsistent with approvals or instructions previously given by the District, including revisions made necessary by adjustments in the District's program or Construction Budget; or
    - b. Due to changes required as a result of the District's or District's vendors' failure to render decisions in a reasonably timely manner.
  6. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the District's schedule, Construction Budget, or method of bidding or negotiating and contracting for construction after the completion of the Design Development Phase.
  7. Providing services in connection with evaluating substitutions proposed by the Contractor more than 60 days after award of the contract to the Contractor and making subsequent revisions to Drawings, Specifications and other

documentation resulting therefrom.

8. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.
9. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction to the extent not arising from the negligence, errors or omissions of the Architect.
10. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work not arising from the negligence, errors or omissions of the Architect.
11. Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.
12. Providing services relative to future facilities, systems and equipment.
13. Providing services to make measured drawings existing conditions or facilities.
14. Preparing documents for alternate, separate or sequential bids in excess of the one construction document set as described in Exhibit "A" Paragraph 1, or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
15. Providing services beyond Visually Verifying the accuracy of drawings or other information furnished by the District through measured drawings or destructive testing.
16. Providing coordination because of construction performed by the District's own forces and coordination of services required in connection with equipment supplied by the District and not part of the original scope of the Project.
17. Providing detailed analyses of owning and operating costs. The Architect, however, shall consider operating, ownership and maintenance costs when selecting systems for the District to maximize efficiency and cost savings.
18. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of Group 2 furniture, furnishings and related equipment (FF&E).
19. Providing services for planning tenant or rental spaces to third parties not controlled by District.
20. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

21. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation after completion of the Project. The Architect, however, shall require in its Contract Documents for the Contractor to provide such services set forth in this Paragraph to the District.
  22. Providing services after issuance to the District of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after recordation of the last Notice of Completion for the Project or more than 60 days after completion of the Project as defined in Public Contract Code section 7107 to the extent not arising from the Architect's negligence, errors or omissions.
  23. Providing services of a full-time project representative, whose services shall be covered in a separate agreement.
  24. Providing any other services or consultants not otherwise included in this Agreement.
- B.** The rates identified in the Fee Schedule attached to Exhibit "D", which include overhead, administrative cost and profit, shall be utilized in arriving at the Fee for Extra Services. For Extra Services of the Architect's consultants, a multiple of 1.1 times the amounts billed to the Architect for such services.

## EXHIBIT "C"

### SCHEDULE OF WORK

- A. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating appropriate milestones and review dates. Architect shall update the Schedule of Work on a monthly basis and electronically submit the Schedule in Microsoft Project to the District.
- B. Architect shall use professional efforts complete all services required per the approved project schedule attached after written authorization from the District to proceed.
- C. The durations stated in the attached schedule include Architect's reasonable assumption about the time required for the review periods required by the District and all other regulatory agencies.
- D. All times to complete tasks and reviews set forth in this Exhibit are of the essence, as per the terms of the Agreement. If delays in the schedule are imposed by the District's or necessary third parties' inability to comply with requested meeting schedules or for events beyond the control of the Architect, Architect shall be granted an adjustment in schedule if necessary to meet the deadlines set forth in this Exhibit.

#### Project Schedule:

Assuming a start date for Start-up and Pre-Design of \_\_\_\_ and timely provision by the District and necessary third parties of necessary information, decisions and approvals, accomplish the Services based on the following schedule:

|                                   |                  |
|-----------------------------------|------------------|
| Start-Up and Pre-Design Services  | weeks            |
| Design Phase (SD/DD)              | weeks            |
| 100% Construction Documents Phase | weeks            |
| DSA Approval                      | weeks (estimate) |
| Bid Phase & Award                 | weeks            |
| Construction Administration Phase | weeks            |
| Closeout                          | weeks            |

## **EXHIBIT "D"**

### **FEE SCHEDULE**

#### **A. Compensation**

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel, offices, printing of deliverables in the quantities set forth in Exhibit "A", providing or shipping of deliverables or any other items, per diem expenses, or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in Article 6 of the Agreement and Exhibit "C" with respect to Extra Services and except as set forth elsewhere in this Exhibit "D" with respect to Additional Reimbursable expenses, there shall be no payment for extra costs or expenses.
2. Amount of compensation shall be a Fixed Fee for each Project as set forth below and these amounts shall not be exceeded without prior written approval from the District. The Fixed Fee shall be billed monthly on a percent complete basis.

Total Compensation: \_\_\_\_\_

#### **B. Method of Payment**

1. Invoices shall be on a form and in the format provided by the District and are to be submitted in duplicate to the District via the Program Manager.
2. Architect shall submit monthly pay request in the District's approved format.
3. Upon receipt and approval of Architect's invoices, the District agrees to process and forward the invoices to San Bernardino County Office of Education within fifteen (15) days of receipt of the approved invoice. The District agrees that the County shall make payments within 45 days of its receipt of the approved invoices.
4. Payment of approved invoices, or portions thereof not the subject of a good faith dispute, is not conditional upon the happening of any other event and shall be paid in accordance with Paragraph 3 above. Any approved invoice amount or portion thereof not the subject of a good faith dispute which is not paid within sixty (60) days upon receipt by the District will be subject to an interest and service charge of one percent per month. If District fails to pay Architect within sixty (60) days of receipt of any approved invoice, Architect may, after giving ten (10) days' written notice in accordance with Article 9 of the Agreement, suspend services until the outstanding approved balances are paid.

#### **C. Project Description**

See Exhibit "F".

#### **D. Scope of Basic Architectural and Engineering Design Services**

Architect will provide the following Basic Services as set out in this Agreement for Architectural Services for the San Bernardino Community College District as required under the Agreement and Exhibit "A":

- (1) Start-Up Services
- (2) Construction Documents Phase
- (3) Bidding Phase
- (4) Construction Administration Phase
- (5) Close-Out Phase

Deliverables will consist of Drawings, Specifications, Cost Estimating, As-Built Documents and other documents required in this Agreement and Exhibit "A".

#### **E. Architectural and Engineering Design Team**

This Fee Schedule includes all Architectural, Structural, Mechanical/Plumbing, Electrical, Civil Engineering Services and the services of the other included specialty consultants listed below necessary to produce a complete and accurate set of Construction Documents for the Project and as required under the Agreement.

##### **Engineering Team:**

The District acknowledges the use of professional engineering services of:

##### **Major Consultants:**

Electrical:  
Mechanical/Plumbing  
Structural:  
Civil:  
Landscape:  
Cost:  
Hardware

##### **Other Included Specialty Consultants:**

Parking Consultant  
Data/Telecom  
Security  
Photovoltaics

- F. Included Reimbursable Expenses.** Reimbursable Expenses incurred in connection with Basic Services and the services of Other Included Specialty Consultants (“Included Reimbursable Expense”) are included as part of the Fixed Fee so long as they do not exceed services provided and related costs, deliverables, number of meetings etc. as defined in this Agreement and its Exhibits. If the Architect is requested by the District to incur expenses in addition to the Included Reimbursable Expenses, such expenses (“Additional Reimbursable Expenses”) will be reimbursed as described below.
- G. Additional Reimbursable Expenses.** Additional Reimbursable Expenses are in addition to the Fixed Fee and Included Reimbursable Expenses and include those expenses incurred in the interest of the Project. Additional Reimbursable Expenses will be invoiced at a rate of actual cost of service plus 10%. Additional Reimbursable Expenses anticipated by the Architect for the Project must be provided in advance and approved in writing by the District or its Representatives; otherwise, the District may, in its sole discretion elect not to pay Architect for any unapproved Additional Reimbursable Expenses. District shall not request or require Architect or its consultants to incur Additional Reimbursable Expenses which for District does not agree to reimburse Architect.
- H. Compensation for Additional Services:** See Exhibit “B”.

Excluded Design Services:

1. Atmospheric diffusion modeling and wind tunnel testing.
2. Industrial Hygienist or determination of chemical quantities
3. Hazardous Materials.
4. Geotechnical Services
5. Surveying Services
6. Commissioning Services
7. LEED Certification Services
8. Legal, accounting and insurance services
9. Campus infrastructure improvements not part of the original scope of work
10. Services related to areas outside of the project buildings’ areas – see Exhibit “F”.

Fee Payment Schedule:

|                              |    |
|------------------------------|----|
| Start-Up Phase               | _% |
| DD/SD                        | _% |
| Construction Documents Phase | _% |

|                                   |    |
|-----------------------------------|----|
| DSA Approval                      | _% |
| Bid Phase                         | _% |
| Construction Administration Phase | _% |
| Project Close-Out                 | _% |

**I. Hourly Rate Schedule:** See attached Exhibit “D.1 Hourly Rate Schedule”.

Current hourly rates effective \_\_\_\_\_ through \_\_\_\_\_ and are subject to change one time annually effective \_\_\_\_\_.

**EXHIBIT "D.1"**  
**HOURLY RATE SCHEDULE**  
**Standard Hourly Rate Schedule by Professional Category**  
(Not all categories need apply to this contract)

|                                   | Hourly Rate |
|-----------------------------------|-------------|
| Principal In Charge               | \$          |
| Managing Principal                | \$          |
| Sr Proj Manager/Sr Proj Architect | \$          |
| Senior Technical Manager          | \$          |
| Project Manager/Project Architect | \$          |
| Technical Manager                 | \$          |
| Technical Leader                  | \$          |
| Project Leader                    | \$          |
| Project Coordinator               | \$          |
| Intermediate Drafter              | \$          |
| Drafter                           | \$          |
| DSA Coordinator                   | \$          |
|                                   |             |
| Senior Construction Administrator | \$          |
| Construction Administrator        | \$          |
| Const Administration Support      | \$          |
|                                   |             |
| Chief Estimator                   | \$          |
| Senior Estimator                  | \$          |
| Estimator                         | \$          |
|                                   |             |
| Senior Specifications Writer      | \$          |
| Specifications Writer             | \$          |
| Specifications Technician         | \$          |
| Specifications Coordinator        | \$          |

|                                       | Hourly Rate |
|---------------------------------------|-------------|
| Design Director                       | \$          |
| Sr. Project Designer                  | \$          |
| Project Designer                      | \$          |
| Design Leader                         | \$          |
| Designer II                           | \$          |
| Designer/Student Intern               | \$          |
|                                       |             |
| Director of Interior Design           | \$          |
| Senior Interior Project Designer      | \$          |
| Interior Project Designer             | \$          |
| Senior Interior Designer              | \$          |
| Interior Designer                     | \$          |
| Interior Design Leader                | \$          |
| Interior Design Coordinator           | \$          |
|                                       |             |
| Senior Sustainable Design Manager     | \$          |
| Sustainable Design Manager            | \$          |
| Sustainable Design Leader             | \$          |
| Sustainable Design Coordinator        | \$          |
|                                       |             |
| Senior Education Facilities Planner   | \$          |
| Education Facilities Planner          | \$          |
| Education Facilities Plan Coordinator | \$          |
| Education Facilities Planning Leader  | \$          |
|                                       |             |
| Labor Compliance                      | \$          |
| Architectural Model Builder           | \$          |
| Visualization Arts Coordinator        | \$          |
| Finisher/Photographer                 | \$          |
| Graphics Designer                     | \$          |
| Computer Services                     | \$          |
| Contract Administrator                | \$          |
| Admin Support                         | \$          |

## **EXHIBIT "E"**

### **INSURANCE**

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees and sub- consultants.

**B. Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. Commercial General Liability coverage.
2. Commercial Automobile Liability, any auto.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance.
5. Valuable Documents or Valuable Papers Insurance.

**B. Minimum Limits of Insurance:**

1. Within ten (10) days of signing of this Agreement the Architect shall maintain limits no less than:
  - a. Commercial General Liability: Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, blanket contractual, products/completed operations and broad form property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  - c. Workers' Compensation and Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
  - d. Professional Liability: Architect shall provide insurance covering the Architect and its sub-consultants for three million dollars (\$3,000,000) aggregate limit subject to no more than fifty thousand dollars (\$50,000) per claim deductible. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability

insurance is a material breach of this Agreement and grounds for immediate termination.

- e. **Valuable Document or Papers Insurance:** The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

2. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

**C. Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District and at District' expense, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees or the Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. The San Bernardino Community College District, Program Manager, consultants, trustees, officers, officials, employees, and agents, ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds and shall be evidenced by endorsements.
2. For any claims related to this project, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. Each insurance policy required by this clause shall waive all rights of subrogation, and shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice, except ten (10) days for nonpayment of premium, by certified mail, return receipt requested, has been given to the District.

**E. Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

**F. Verification of Coverage:** Architect shall furnish the District with:

1. Certificates of insurance showing maintenance of the required insurance coverage;
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.
3. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event Architect shall reimburse District upon demand for the cost thereof.

## **EXHIBIT "F"**

### **PROJECT SCOPE AND PROJECT/ CONSTRUCTION BUDGETS**

#### **SCOPE OVERVIEW**

The project consists of a new \_\_\_\_\_ the \_\_\_\_\_ campus. The new structure shall accommodate \_\_\_\_\_. The structure may have some below grade levels. The building site is \_\_\_\_\_.

Site work includes all necessary modifications to existing pavements and roads, access from existing roads and circulation routes, site utility systems modifications, site improvements, landscape and hardscape to match existing campus design standards.

#### **INITIAL CONSTRUCTION BUDGET**

Cost of Construction: \$\_\_\_\_\_ (June 2009)