



HARTNELL COMMUNITY COLLEGE DISTRICT



DUE DATE TUESDAY, MARCH 23, 2010 @ 3:00 P.M.

Facilities Development Office
411 Central Ave.
Salinas, CA 93901
Telephone (831) 770-7044 Fax (831) 770-7040

**PUBLIC NOTICE
FOR
REQUEST FOR PROPOSAL (RFP)
DESIGN SERVICES FOR POOL RENOVATION PROJECT**

INFORMATION PACKAGE

**HARTNELL COMMUNITY COLLEGE DISTRICT
HARTNELL POOL RENOVATION ARCHITECT/ENGINEER SERVICES RFP**



INTRODUCTION

The Hartnell Community College District (District) is requesting a proposal (RFP) from qualified firms, partnerships, and corporations to provide comprehensive, professional architectural/engineering services to the District for the **Pool Renovation Project** as described in Exhibit “B”. The District is engaged in ongoing new construction and major modernization projects, site development and planning, growth projects and area-wide planning associated with the local Measure H Bond. The **Pool Renovation Project** is funded by the Measure H bond and must be designed in accordance with all applicable Government codes and established procedure.

Completed Proposal must be received no later than **3:00 p.m. on Tuesday, March 23, 2010**. The District will not review submittals received after this time and date. No oral, telegraphic, facsimile or telephone RFP’s will be considered. RFP’s received after **3:00 p.m. on March 23, 2010** will not be considered and will be returned unopened.

There will be one mandatory site meeting held on Monday, March 15, 2010 starting at 1:00 P.M. All prospective firms shall meet at the Hartnell College pool at the above date and time.

If your firm is interested in being considered for this project by the District, please submit **two (2)** hard copies and **one (1)** electronic copy of your proposal to:

**Facilities Development Office
Attn: Damon Felice
411 Central Ave.
Salinas, CA 93901**

The District is not responsible for any expenses related to the preparation or presentation of the RFP, including but not limited to travel.

The RFP may be withdrawn by the firm submitting the proposal at any time prior to the closing date and time for receipt of RFP.

Please include all cost proposals in a separate sealed envelope.

RFP SCHEDULE

The district will follow the following timetable:

RFP Available	3/08/2010
Due Date for the submittal of Proposal	03/23/2006
Selection of Firm	TBD
Issue NTP to Firm	April 2010

The attached documents outline the required submittal information to be used by the District. If you have any questions, please directed them to Damon Felice at (831) 770-7044 or via e-mail at damon@felice-consulting.com



REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL/ENGINEERING SERVICES

This Request for Proposal (RFP) is intended to establish the specifications, terms, and conditions governing the selection of a firm to provide Architectural/Engineering Services to the district. The Architect Consultant Services include Pool Renovation Design Development, Construction Documents, Bidding Phase Service, and Construction Observation for this project.

The RFP shall respond to each item noted below, within the specific format described. Please limit response information to relevant information only.

All proposals shall be submitted in the following format:

1. COVER LETTER

Please include the name of your firm, address, telephone number, fax number, email address, home page URL, type of firm (i.e. corporation), applicable California Registration Number(s) and the name of the Principal to contact. The letter must be signed by the representative of the firm with the authorization to bind the firm by contract (maximum of two (2) pages). Please acknowledge the receipt of any addenda received, if applicable.

2. SCOPE OF WORK AND BASIC SERVICES

Describe the work plan that you intend to use to complete the tasks listed in the Scope of Work. Note any changes or additions to the work descriptions that may be overlooked or which help clarify the work tasks.

The exact scope of services required by the District will be set forth in the agreement between the District and the Architect. The scope of work will consist of assisting District staff from the initial project designs through completion of the work needed to complete each of the projects.

It is expected that the Architect will work within the defined construction budget.

The scope of work for the Architectural firm shall include, but is not limited to, the following phases of work and tasks:

A. CONSTRUCTION DOCUMENTS PHASE

- Complete a detailed set of site plans and specifications for bidding/construction purposes.
- Complete a final cost estimate of the project.

B. BIDDING PHASE

- Attend a pre-bid meeting with potential contractors.
- Answer questions related to the design documents.
- Prepare any addenda documents that may be needed.
- Review bid proposals and assist in the determination of the most qualified bidder within code guidelines.
- Attend a post bid meeting, if necessary, to discuss alternate work items.

C. CONSTRUCTION PHASE



- Attend one (1) weekly construction meeting per month, as directed by the District, with the contractors, subcontractors, and suppliers.
- Respond to contractor requests for information.
- Review contractors' submittals.
- Issue proposals requests and bulletins.
- Provide full architectural/engineering services with your architectural design team to carry out the project. All work must conform to all applicable laws, ordinances, and codes in the design and construction phases, including the latest ADA and any environmental safety considerations.
- Make periodic site visits to determine compliance with plans and specifications.
- Make two (2) visits to determine punch-list items, substantial and final completion of the project.

In addition, Consultant and each of the personnel employed or otherwise retained by Consultant, shall be properly certified and licensed under the laws and regulations of the State of California to provide the architectural & engineering services solicited herein.

The firm or firms that provide architectural services will not be permitted to bid for the construction of the project.

3. RESPONSIBLE PERSONNEL

Please identify and include a resume of the following key Team Members. Please include years with the firm, their discipline, education, and registration number(s) if applicable:

- Principal in Charge
- Senior Staff Manager
- Project Architect
- Contract Administrator
- Any additional team members of interest that could be service

Personnel at the time of the contract signing are expected to be involved throughout the life of the project.

4. ARCHITECTURAL INTENT

Provide a brief statement explaining how proposed work can be performed in a timely and economical way.

5. RELATED EXPERIENCE

- A. All projects in progress or completed in the last five years that are comparable to this project.
- B. References with names, addresses, and phone numbers.
- C. For the project that exceeded your bid amount, indicate the number of change orders, total dollar amount of change orders, and the final cost of the project(s).
- D. Experience in working with the Division of State Architect (DSA) and your ability to assist the District in the entire application process.
- D. Please complete Exhibit A (attached). In this spreadsheet please provide the total number and dollar amounts of Community College projects completed by your firm in California within the last five years. Please identify whether the project was a new construction or modernization project.
- E. Please identify on Exhibit A the total number of projects under contract or completed by your firm that are applying for or were funded by Public Funds.

6. CORPORATE DOCUMENTATION AND FINANCIAL INFORMATION



Provide relevant information regarding organizational stability and strength. This includes a statement of organizational structure (e.g., sole proprietorship, partnership, corporation, joint venture, etc.), information regarding the make-up of that structure (e.g., owner, partners, board of directors joint venture partners, etc.), a listing of financial references, a current annual report or audited profit and loss statement and a statement of stability.

7. CLIENT SATISFACTION

The Hartnell Community College District may contact previous clients in regard to the following questions. If your firm requests that we not contact the Client Reference, please explain the reasoning for your objection.

- Has your firm ever been terminated by a district or other client during the course of any project? If so, explain.
- List the last four education clients for whom your firm has performed school design services. Reference must include:
 - School district name, address or public entity name, address
 - Contact name, phone number
 - Identify project(s) for referral (list school superintendents name and phone number)
 - DSA project numbers

8. CONSULTANT FEES

Provide a listing of consultant fees. Break down the fee into labor, subcontractor fees, if any, and expenses. Fees shall include all tax, mark-ups, overhead, and profit. The cost estimate should be broken out into the time estimates.

9. COST PROPOSALS

ALL COST PROPOSALS SHALL BE INCLUDED IN A SEPARATE SEALED ENVELOPE. ALL PROPOSALS NOT SUBMITTED AS SUCH WILL NOT BE CONSIDERED AND RETURNED.



EXHIBIT "A" **PROJECT SPREADSHEET**

LIST THE SCHOOL PROJECTS, ANY LEVEL, IN PRODUCTION, UNDER CONSTRUCTION OR COMPLETED BY YOUR FIRM IN THE LAST FIVE (5) YEARS. – SEE CRITERIA ABOVE IN SECTION 6, RELEVANT EXPERIENCE

PROJECT NAME & DSA NUMBER (S)	COMMUNITY COLLEGE CLIENT & CONTACT NAME	COST GROUP	CURRENT DESIGN OR CONSTRUCTION STATUS	IF COMPLETE TOTAL CHANGE ORDER PERCENTAGE

- Group I \$500,000 - \$1,000,000
- Group II \$1,000,001 - \$5,000,000
- Group III \$5,000,001 - \$10,000,000
- Group IV Above \$10,000,001



EXHIBIT "B"

SCOPE OF WORK

The project is located on the main campus of Hartnell College. The existing pool was last plastered more than 15 years ago and the pool needs to be re-plastered. In addition to the plaster work the drainage, pumping system, lighting and chemical system will be upgraded for both safety and efficiency.

Additional information will be made available at the March 15, 2010 mandatory job walk.

Below is the schedule which will be expected to be met by the firm who is awarded this work:

Issue NTP	April 1, 2010
Construction Documents	April 1, 2010 - April 30, 2010
Bid Period	May 3, 2010 - May 25, 2010
Construction	June - August 2010



EXHIBIT "C"
FORM OF ARCHITECTURAL AGREEMENT

PLEASE NOTE THAT THE DISTRICT WILL NOT NEGOTIATE THE ATTACHED ARCHITECTURAL AGREEMENT, SO BY RESPONDING TO THIS RFQ YOU ARE INDICATING THAT YOU WILL SIGN THE AGREEMENT AS PRESENTED.

(SEE ATTACHED)



SELECTION PROCESS & CRITERIA

All Proposals received by the specified deadline will be reviewed by the Hartnell Community College District for content, completeness, experience, qualifications and price.

The District may also contact references and client lists provided by the firm selected to be reviewed by the committee.

The Hartnell Community College District reserves the right to select the proposal which, in its sole judgment, best meets the needs of the District.

SELECTION CRITERIA

- A. Responsiveness to RFP – extent and depth of response.
- B. Professional reputation of firm
- C. Satisfaction of current/prior clients (References).
- D. School design experience including recent processing of plans through DSA.
- E. Accuracy of firm's cost estimate history and ability to design within budget and implement cost saving procedures.
- F. Proven experience related to project management responsibilities and ability to work as a team with contractors, construction managers and various district personnel.
- G. Ability to deliver effective architectural services working under successive deadlines and schedule constraints.
- H. The total cost proposed to perform the full scope of work.



AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, in the City of Salinas, County of Monterey, State of California, by and between **HARTNELL COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and _____, ("Architect").

WITNESSETH, that the District and the Architect in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Architect shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as _____. Architect shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, _____ and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Work shall be commenced on the date stated in the District's Notice to Proceed; the Architect shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.

3. Contract Price. The District shall pay the Architect as full consideration for the Architect's full, complete and faithful performance of the Architect's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The Contract Price is based upon the Architect's Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. Liquidated Damages. If the Architect fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Architect shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. Failure of the Architect to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items will result in the District's assessment of Liquidated Damages in accordance with the Contract Documents.

5. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

- Agreement
- Conditions of Agreement for Architectural Services

6. Authority to Execute. The individual(s) executing this Agreement on behalf of the Architect is/are duly and fully authorized to execute this Agreement on behalf of Architect and to bind the Architect to each and every term, condition and covenant of the Contract Documents.

ARCHITECTS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE STATE OF CALIFORNIA ARCHITECTS BOARD. ANY QUESTIONS CONCERNING A LICENSE MAY BE REFERRED TO



**THE STATE OF CALIFORNIA ARCHITECTS BOARD, 400 R STREET,
SUITE 4000, SACRAMENTO, CALIFORNIA 95814**

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"

Hartnell Community College District

By : _____

"ARCHITECT"

By: _____

Title: _____

By _____

Title _____

(CORPORATE SEAL)

APPROVED AS TO FORM

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**CONDITIONS OF AGREEMENT FOR
ARCHITECTURAL SERVICES**

ARTICLE 1 - RELATIONSHIP OF PARTIES

- 1.1 Relationship of Architect to Other Project Participants. The Architect's services hereunder shall be provided in conjunction with contract(s) between the District and other Project participants including the Contractor(s) and the District's Construction Manager for the Project. The Contractor(s) awarded the Construction Contract(s) is responsible for performance of its obligations under the Construction Contract(s). Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety at the Site, all of which are and remain the responsibility of the Contractor(s).
- 1.2 Architect Independent Contractor Status. In providing services hereunder, Architect shall be an independent Contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent Contractor capacity. Architect shall be responsible to the District and third parties for the consequences of Architect's actions or conduct which exceeds the express limited scope of Architect's authority to act on behalf of the District set forth herein.
- 1.3 District Responsibilities.
- 1.3.1 Information. The District shall furnish required information and approvals, render decisions and perform its responsibilities and activities in a timely manner and in accordance with the Master Schedule as to facilitate orderly progress of the Architect's work in cooperation with the Construction Manager, consistent with this Agreement and in accordance with the Construction Management Plan. The District shall require the Construction Manager to do the same. The District shall provide full information regarding the Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Project.
- 1.3.2 District Representative. The District shall designate a representative to act on the District's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of Project design and construction and Architect's services hereunder. The District's representative is Maas companies and/or such other individuals as may be designated by Michael Maas.

- 1.3.3 Other Consultants. The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for the Project.
- 1.3.4 Site Access. The District shall arrange for the Architect to have access to the site as necessary to carry out its services under this Agreement.
- 1.3.5 Communication. The District shall require the Construction Manager to furnish to the Architect copies of the Contract for construction and all written notices and communications sent to or received by the District or the Construction Manager which relate to design aspects of the Project, or the Architect's responsibilities under this Agreement, including all amendments to the Construction Contract, the Drawings, Specifications, approved submittals, change directives, Change Orders, and other design documents as required.
- 1.3.6 Tests and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Project as required by applicable code, regulation or ordinance or the terms of the Construction Contract(s). The District shall furnish to the Architect as required for the performance of the Architect's services the following: (1) reports of explorations and tests of surface and subsurface conditions at the site, and reports of explorations and tests of the conditions at the site (both surface and subsurface) in respect of the presence or absence of hazardous waste or similar materials (such as, but not limited to, asbestos, polychlorinated biphenyls, petroleum and radioactive materials), all of such reports and drawings to be based on appropriate borings, probings, examinations, surveys, tests, and samplings of the conditions involved, to be prepared by qualified persons, and to be accompanied by appropriate professional interpretations of all of the findings; (2) environmental assessments and impact statements; and (3) property boundary, easement, right-of-way, topographical and utility surveys. The District shall be responsible for the presence at the site of any asbestos, PCB's, petroleum, hazardous materials and radioactive materials, and the consequences of such presence.
- 1.3.7 Regulatory. The District shall in a timely manner secure, submit and pay for necessary governmental approvals, permits, easements, assessments and charges required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.
- 1.3.8 District Notice of Non-Conformity. The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect.

- 1.4 Architect Standard of Care. Architect shall provide the Basic Services and authorized Additional Services: (1) using professional skill and judgment; (2) acting with due care and in accordance with professional standards of care and the terms hereof; and (3) in accordance with applicable law, code, rule or regulation at the time services are rendered.

ARTICLE 2 - BASIC SERVICES

- 2.1 Architect Representation. The Architect shall designate a Project Architect for all Phases of Basic Services. The Architect's Project Architect shall be reasonably satisfactory to the District, will not be replaced without approval of the District, and shall have the overall responsibility for performance of Architect's obligations hereunder and be authorized to act on behalf of the Architect in discharge of Architect's services hereunder. During the Construction Phase, the Project Architect shall be readily available and provide by telephone, facsimile, correspondence or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to completion of Project design and construction.
- 2.2 Additional Consultants. Basic Services are enumerated in this Article 2 and includes all engineering services for the structural, mechanical, electrical, as necessary or appropriate to produce accurate and complete Construction Documents for the Project. The Architect shall furnish at the Architect's expense, the services of the engineers and consulting professionals listed above, properly skilled in the various aspects of the design and construction of any facilities required hereunder. Structural calculations and construction documents shall bear the stamp and signature of said consultants or engineers in addition to the signature of the Architect, and, upon payment of all undisputed compensation due the Architect, shall become the property of the District. In advance of commencing work, the Architect shall provide a list of all consultants which the Architect intends to utilize relating to any particular project hereunder. The list shall include such information on the qualifications of the consultants as may be requested by the District. The District reserves the right to review the additional consultants proposed, and the Architect shall not retain a consultant to which the District has a reasonable objection.
- 2.3 Pre-Design (Programming) Phase. The Architect shall review the Project Construction Budget and other information provided by the District to ascertain the requirements and constraints of the Project. In consultation with the District and Construction Manager understandings shall be arrived at with respect to the scope, requirements and constraints of the Project.
- 2.4 Schematic Design Phase. Architect shall work with the Construction Manager to

provide the District with a preliminary evaluation of the District's Project requirements and constraints, including the selection of materials, building systems, equipment, the Project Construction Budget and alternative approaches to design and construction of the Project.

2.4.1 Schematic Design Documents. Based upon the Project scope, Project Construction Budget, schedule and other requirements or constraints mutually agreed upon and understood between the District and Architect for the Project, the Architect shall prepare Schematic Design Documents consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Upon completion of the Schematic Design Documents, or at such other intervals during Architect's development of Schematic Design Documents as may be agreed upon by District and Architect, Architect shall submit the same to the District for information, review and comments.

2.4.2 Constructability and Design Review; Value Engineering. The District reserves the right to conduct, or cause to be conducted, constructability reviews and/or value engineering of the Schematic Design Documents. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Architect of the same. The Architect shall submit Schematic Design Documents to the District for such constructability reviews and/or value engineering. The District, Architect, and Construction Manager will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Schematic Design Documents. The Schematic Design Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Schematic Design Documents to the District for approval. Architect shall revise Schematic Design Documents as necessary to obtain the District's reasonable approval thereof.

2.5 Construction Documents Phase.

2.5.1 Construction Documents. Based upon the approved Schematic Design Documents, the Architect shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work with sufficient clarity, coordination and consistency to permit qualified and capable Contractor(s) to bid upon and construct the Work depicted therein.

2.5.2 Review of Construction Documents Status. At intervals mutually agreed upon by the District and Architect, Architect shall provide to the District, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Architect's preparation of Construction Documents

2.5.3 Approvals of Construction Documents. The Architect shall cooperate with the Construction Manager and the District in obtaining all necessary approvals or permits for the Construction Documents from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work including without limitation, approvals by the Division of State Architect (“DSA”). Without adjustment of the Contract(s) Price, Architect shall revise the Construction Documents as required by DSA, or other governmental agencies with jurisdiction over the Project to obtain their respective approval or permit issuance.

2.5.4 Architect Provision of Construction Documents. The Architect shall provide the District with one clear background, reproducible copy of the Drawings included in the final approved Construction Documents for bidding and construction purposes. Reproduction of these sets is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Architect or its Design Consultants, in which case, the Architect shall bear all costs of preparing revisions or corrections and reproduction of Construction Document Drawings.

2.6 Bidding Phase

2.6.1 Development of Bid Documents. The Architect will assist the Construction Manager to make recommendations to the District for bidding and award of the Construction Contract(s). Architect will generally review and comment upon the District’s proposed forms of Construction Contract(s) and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District and Construction Manager in preparation of information, documents and forms necessary or appropriate for bidding.

2.6.2 Bidding Process. During the bidding for Construction Contract(s), Architect will: (1) attend pre-bid conference(s) and/or job walks, as called by the District; (2) assist the District and Construction Manager in responding to bidders’ inquiries, questions or clarification requests relating to the Construction Documents; and (3) where necessary or appropriate, the Architect will assist the Construction Manager in the issuance of addenda to the Design Documents, Contract(s) Documents, Bid Documents and/or Construction Documents for the Project. Architect will assist the District and Construction Manager in the receipt and review of bidders’ Bid Proposals, analyses of Bid Proposals and recommendations for the selection of the Contractor(s) for the award of the Construction Contract(s). As requested by the District, the Architect will assist the Construction Manager in obtaining required governmental approval(s) for award of the Construction Contract(s).

2.6.3 Bid Costs Exceeding Project Construction Budget. If within sixty (60) days of the date upon which Architect obtains final DSA approval for the Construction Documents, the District shall have solicited Bid Proposals from bidders for award(s) of the Construction Contract(s) and such Bid Proposals are opened by the District within said sixty (60) days and the lowest bona fide Bid Proposal(s) exceeds the Project Construction Budget as established in this contract, the District may: (1) approve of an increase in the Project Construction Budget; (2) reject all Bid Proposals and authorize re-bidding of the Project; (3) abandon or terminate the Project; or (4) revise with the Architect the Project scope, or reduce or eliminate portions of the Project so as to limit and reduce Construction Costs. If the Bid Proposals exceed the Project Construction Budget by an amount of 10% or more, and if the District has retained the Architect to provide cost estimating in each design phase, and if the District elects to revise the Project Scope, Architect agrees to redesign the project as part of the basic services.

2.7 Construction Phase

2.7.1 Administration of Construction Contract(s). The Construction Phase will commence with the award of the initial contract for construction and will end sixty (60) days after the Final Notice of Construction Completion has been filed by the District and submission of all required documents from the Architect to DSA, unless extended by mutual agreement. Architect will provide assistance to the District in administration of the Construction Contract(s) and construction of the Project. The scope of the Architect's services in administration of the Construction Contract(s) shall include all activities and responsibilities set forth herein and in the Construction Contract(s). The Architect's administration of the Construction Contract(s) shall be in conjunction with the services and responsibilities of the Construction Manager. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof or as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Architect's authority shall not be restricted, modified or extended without written agreement of the District and the Architect along with consent by the Contractor(s) and/or Construction Manager as necessary or appropriate. Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Project. Architect shall provide services in connection with the evaluation(s) or request(s) by the Contractor(s) to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents.

2.7.2 Site Observations. The Architect shall visit the Site at intervals appropriate to the stage of the Contractor's operations to permit adequate assessment of

the progress and quality of the work, as determined by the Architect, and the Architect shall be available and provide, by phone, facsimile, and through correspondence, design direction and decisions when he is not at the site. Site visit reports shall be provided during construction on the conclusion of each site visit. Resolution, direction, or clarifications of drawings and or specifications shall be provided by Architect to the District within a reasonable period of the time from request. The Architect shall attend up to five (5) project progress meetings including closeout meeting during the construction phase to permit adequate assessment of the progress and quality of the work, to help resolve site problems and review construction progress. On the basis of such on-site observations, the Architect shall keep the District informed by written report of the progress and quality of the work, and shall advise the District regarding defects and deficiencies observed by the Architect in the work of the Contractors.

2.7.3 Contractor(s) Applications for Payment.

2.7.3.1 Development of Payment Procedures. The Architect shall assist in the evaluation of Applications for Payment by Contractors including the status of the Contractor's record drawings. The Architect shall approve the issuance of Certificates for Payment along with the Construction Manager and a Representative of the District. Signing a Certificate for Payment shall constitute Architect's representation to the District that the Contractor(s) is entitled to the amount certified.

2.7.4 Rejection of Work. The Architect shall have the authority, after notification to the District, to reject Work which does not conform to the requirements of the Construction Contract(s). Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract(s) upon notice to and authorization by the District, the Architect may require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract(s), whether such Work is prepared, fabricated, installed or constructed.

2.7.5 Submittals.

2.7.5.1 Submittal Procedures. In consultation with the District and the Construction Manager Architect shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor(s)'s Submittals required for the Work.

2.7.5.2 Submittal Review. The Architect shall review, and take appropriate action upon Submittals for the limited purpose of

checking for conformance with the information given and the design concept expressed in the Design Documents. The Architect's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor(s) or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time frame for completion of the Architect's review and evaluation of Submittals is developed and established pursuant to the Construction Contract(s) with the participation and concurrence of the Architect, Architect's actions hereunder shall conform to such Submittal Schedule or time frames.

2.7.5.3 Limitations Upon Submittal Review. The Architect's review of Submittals is to ensure compliance with the approved plans and specifications and not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor(s), all of which remain the responsibility of the Contractor(s) in accordance with the Construction Contract(s). The Architect's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Architect, construction means, methods, sequences or procedures.

2.7.6 Changes.

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

2.7.6.2 Evaluation of Changes; Change Orders. The Architect shall assist the District and the Construction Manager in evaluating Change Proposals of the Contractor(s) and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract(s), the Architect shall assist the Construction Manager to prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract(s) Price or Contract(s) Time of the Construction Contract(s). Architect will initial all Change Orders.

2.7.6.3 Authority to Direct Minor Changes. The Architect may recommend to the District Changes in the Work which do not involve an

adjustment of the Contract Time or the Contract Price of Construction Contract(s) and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect for approval by the District Representative.

2.7.7 Interpretations.

2.7.7.1 Procedures for Handling Contractor(s)'s Requests. In conjunction with the District and the Construction Manager, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents. The Architect will respond to Request for Information (RFIs) from the Contractor(s) within a reasonable time to avoid Contractor delays or claims.

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

2.7.7.3 Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract(s) or the Design Documents and shall be in writing or in the form of drawings.

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

2.7.8 Records and Reports. The Architect shall maintain current, accurate and complete records of the Project Construction, including without limitation,

correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar Project records. The Architect shall timely prepare and submit all reports regarding the Project construction required by applicable law, rule or regulation.

2.7.9 Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor(s). Architect shall not have control over or charge of the acts or omissions of the Contractor(s) or its Subcontractors or their agents and employees.

2.8 Post-Construction Phase.

2.8.1 Substantial Completion. Upon request of the Contractor(s) and in conjunction with the District, the Architect shall assist the Construction Manager to inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The District, based on information provided by the Architect and Construction Manager shall determine and certify the date of Substantial Completion of the Project.

2.8.2 Punch list. At the time of determining Substantial Completion and in conjunction with the District, the Architect shall work with the Construction Manager and the Contractor(s) to note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Contract(s) ("the Punch list"). The Architect shall assist the District, the Construction Manager, and the Contractor(s) to determine the time reasonably necessary to complete the Punch list items. If mutual agreement is not reached establishing the time for the Contractor(s)'s completion of the Punch list, the Architect shall assist the Construction Manager to make a binding good faith determination of the time for the Contractor(s)'s completion of the Punch list. The Architect shall assist the Construction Manager to review the Contractor(s)'s performance and completion of the Punch list.

2.8.3 Final Completion. In conjunction with the District and upon request of the Contractor(s), the Architect shall assist the Construction Manager to inspect the Work to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract(s), including completion of the Punchlist prepared at Substantial Completion. The Architect along with the Construction Manager shall determine and certify the date of Final Completion.

2.8.4 Close-Out. The Architect shall review the Contractor's completed record drawings for general completeness based on the Architect's best professional

judgment and site observations. Such a review by the Architect shall not relieve the Contractor(s) of its responsibility for the accuracy of completeness of the information recorded. The Architect shall compile and assemble the Contractor(s)'s close-out documents for delivery to the District including, without limitation, record drawings. If requested by the District, the Architect, as an Additional Service, shall prepare Record Drawings based upon the marked-up prints maintained by the Contractor(s) and/or Construction Manager. The Architect shall prepare and submit for processing such documentation as required by governmental agencies in connection with completion of the Work of the Project. During the Project warranty period, Architect will assist Construction Manager in issuing warranty deficiency notices.

ARTICLE 3 - ADDITIONAL SERVICES

3.1 Additional Services. The services described in this Article 3 are not included in the scope of Architect's Basic Services hereunder. If the District shall request any of the Additional Services described in this Article 3, Architect shall be compensated for the same in accordance with Attached Fee Schedule. No Additional Services shall be performed by Architect unless the District shall have authorized the same in advance by means of written contract(s) stating scope of work and schedule of values.

3.1.1 Contingent Additional Services. Contingent Additional Services described below are to be provided by Architect only upon written authorization of the District. The following constitute Contingent Additional Services:

3.1.1.1 Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (1) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Project; (2) required by enactment of retroactive revisions of codes, laws, rules or regulations applicable to the work of the project; (3) interpretations of codes, laws, rules or regulations applicable to the work of the project not reasonably anticipatable to the Architect within the standard of care; or (4) due to the District's failure to render decisions in a timely manner. This paragraph pertains to contingent additional services only.

3.1.1.2 Services required or necessary as a result of the default or termination of the Contractor(s), failure of performance by the District or the Contractor(s), or major defects or deficiencies in the

Work of the Contractor(s) which were not and could not have been reasonably noted by the Architect in its Site observations under Article 2 hereof.

- 3.1.1.3 Except as provided in Article 2 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work.
- 3.1.1.4 Providing consultation or other services in connection with repairs, replacements or corrections of the Work damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Architect or its employees, agents or representatives have caused or contributed to such damage or destruction.
- 3.1.1.5 Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor(s), except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Architect hereunder.
- 3.1.1.6 Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of the Project, except where Architect is a party thereto, is called as a participant witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.
- 3.1.1.7 Providing three dimensional models, perspective renderings, or promotional materials requested by the District.

3.2 Optional Additional Services. The Optional Additional Services described herein shall be provided by Architect only upon the specific written request of the District. Optional Additional Services shall be compensated for in accordance with the terms of this Agreement.

- 3.2.1 Services relative to future systems, facilities or equipment not included within the scope of the Project.
- 3.2.2 Services to investigate existing conditions or facilities not included within the scope of the Project or to provide measured drawings thereof.
- 3.2.3 Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Project.

- 3.2.4 Providing financial feasibility, or other special study.
- 3.2.5 Providing planning surveys or special surveys for site evaluations, comparative studies or assessment of environmental conditions.
- 3.2.6 Providing services to verify the accuracy of drawings or other information provided by the District.
- 3.2.7 Analysis of ownership, operational or maintenance costs to the District.
- 3.2.8 Providing services of Design Consultants or any other service, which is not expressly included within the Basic Services hereunder.

ARTICLE 4 - INSURANCE AND INDEMNITY

4.1 Architect Insurance.

- 4.1.1 Workers' Compensation and Employer's Liability Insurance. Architect shall purchase and maintain Workers' Architect Insurance, Workers' Compensation and Employer's Liability Insurance. Architect shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which the Architect may be liable. Architect shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of Architect hereunder may be obtained by Architect as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect hereunder.
- 4.1.2 Commercial General Liability and Property Insurance. Architect shall purchase and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which Architect may be legally responsible: (1) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (2) claims for damages insured by usual personal injury liability coverage; (3) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (4) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (5) contractual liability insurance applicable to Architect's obligations under this Agreement. District shall be an additional named insured to Architect's commercial general liability

insurance policy.

- 4.1.3 Professional Liability Insurance. Architect will procure and maintain professional liability insurance covering liabilities of the Architect arising out of the performance of services under this Agreement.
- 4.1.4 Design Consultants' Insurance. Each of the Design Consultants retained by the Architect to provide or perform a portion of the services or obligations of the Architect under this Agreement shall obtain and maintain policies of insurance for Workers' Compensation, Employer's Liability, Commercial General Liability/Property Damage and Professional Liability. Each policy of insurance to be obtained by each of the Architect's Design Consultants shall conform to the standards or requirements set forth in Articles 4.1.1, 4.1.2 and 4.1.3 above.
- 4.1.5 Coverage Amounts. Insurance to be procured and maintained by Architect and its Design Consultants hereunder shall be in the coverage amounts set forth in the Agreement.
- 4.1.6 Policy Endorsements; Evidence of Insurance. Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.2 District General Liability Insurance. District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death or property damage arising out of the Project. District may, at its sole election, provide self-insurance in satisfaction of its obligations hereunder.
- 4.3 Indemnity.
 - 4.3.1 Architect Indemnity of District. The Architect shall exonerate, indemnify, defend, and hold harmless District and its employees, officers, Trustees, agents and representatives from (1) any and all claims, demands, losses, responsibilities or liabilities for any kind or nature which the District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, to the extent arising out of, or in any manner connected with any acts, errors or omissions by the Architect, its Design Consultants or the employees, agents and representatives of the Architect under the terms of this Agreement, excepting any liability to the

extent arising out of acts of the District. Such indemnification includes any damage to the person(s) or property(ies) of the Architect and third persons; and (2) any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Architect and Architect's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding)

4.3.2 District Indemnity of Architect. The District shall indemnify and hold harmless Architect from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance under Article 4.1.2 hereof) which arise out of the negligent or willful acts, omissions or other conduct of the District.

ARTICLE 5 - TERMINATION; SUSPENSION

- 5.1 This Agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if the District should decide to abandon or indefinitely postpone the project. This Agreement may also be terminated by either party without cause upon 30 days written notice to the other party.
- 5.2 In the event of such termination, the District shall pay to the Architect as full payment for all services performed and all expenses incurred under this Agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this Agreement plus any sums due the Architect for extra services described herein. In ascertaining the services actually rendered hereunder up to the date of termination 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 drawings and other documents whether delivered to the District or in the possession of the Architect any such documents in Architect's possession shall be delivered to the District.
- 5.3 If, upon payment of the amount required to be paid under this Article following the termination of this Agreement, should the District thereafter determine to complete the original project or substantially the same project, the District for such purpose shall have the right of utilizing any completed, or partially completed contract documents prepared under this Agreement by the Architect who shall make them available to the District upon request without additional compensation.
- 5.4 If the project is suspended by the District for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such

suspension. When the Project is resumed, the Architect shall be compensated for actual and reasonable expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

ARTICLE 6 - GENERAL

- 6.1 Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.
- 6.2 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 6.3 Notices. Notices to FIRM NAME AND ADDRESS or Larry Carrier, VP of Hartnell Community College located at 156 Homestead Ave., Salinas, CA 93901 are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if transmitted by personal delivery requiring signature acknowledging receipt of notice or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid.
- 6.4 Disputes.
- 6.4.1 Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Architect, notwithstanding any disputes between District and Architect hereunder, Architect shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 6.4.2 Mandatory Mediation. All claims, disputes and other matters in controversy between the Architect and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Architect commencing arbitration proceedings pursuant to Article 6.4.3 below.

- 6.4.3 Arbitration. All claims, disputes or other matters in controversy between Architect and District arising out of or pertaining to the Project or this Agreement which are not fully resolved through the mandatory mediation set forth in Article 6.4.2 above shall be settled and resolved by binding arbitration conducted under the auspices of the AAA Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the Architect, the Construction Manager the Contractor(s) or the District relating to the Project and arising in whole or in part out of this Agreement, the services provided by or through the Architect hereunder or the Instruments of Service prepared by or through the Architect, Architect and District agree that any arbitration proceedings initiated between Architect and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect, Construction Manager or the Contractor(s). Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.
- 6.5 Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.6 Records.
- 6.6.1 Architect Accounting Records. Architect shall maintain complete and accurate records of its personnel engaged in performing any service hereunder, personnel expenses, Reimbursable Expenses and other direct costs incurred in connection with performance under this Agreement. Records shall be maintained on the basis of generally accepted accounting principles applied consistently and shall be available for inspection or reproduction by the District upon reasonable request at any time during Architect's performance hereunder. Following completion of the Project and the Agreement or the termination of this Agreement, Architect shall maintain accounting records for five (5) years or such longer period required by applicable law, code, rule or regulation, during which time such records shall be available to District or as otherwise required by law, code, rule or regulation for inspection or reproduction.
- 6.6.2 Project Records. Records, documents and other materials generated or received by Architect in the course of performing services hereunder may, following completion of the Project or termination of this Agreement, be retained by the District in its sole discretion.
- 6.7. Definitions.
- 6.7.1 Construction Contract(s). The Contract(s) for Construction awarded by the

District to the Contractor(s) for the construction of the Project.

- 6.7.2 Contractor(s). The individual or entity awarded the Construction Contract(s) by the District for the Project.
- 6.7.3 Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for the Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect or a Design Consultant for the Project.
- 6.7.4 Additional Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.
- 6.7.5 Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor(s) or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.
- 6.7.6 Site. The physical area for construction and related activities of the Project.
- 6.7.7 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.
- 6.7.8 Work. All of the construction and other services required by the terms of the Construction Contract(s), including all labor, materials, equipment and other services required of the Contractor(s) under the terms of the Construction Contract(s) to complete the Project.

- 6.7.9 Project Construction Budget. The Project Construction Budget refers to the total costs allocated by the District for construction of the Project, exclusive of the Contract(s) Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for the Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Architect. As used in this Agreement, the term “Project Construction Budget” refers to the then current amount allocated for construction of the Project as modified from time-to-time.
- 6.7.10 Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Architect of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor(s)’s profit, overhead and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor(s) bids for the Work of the Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.
- 6.7.11 Construction Manager. The District’s Construction Manager is the individual or entity retained by the District as an independent Contractor(s) to provide certain management, planning, and other services and/or work product in connection with the design and/or construction of the Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Architect’s services and work product under this Agreement. If the District has not retained or designated a Construction Manager as of the execution of this Agreement, without adjustment of the Contract(s) Price hereunder, the District reserves the right to subsequently retain a Construction Manager to provide services and/or work product as generally described herein.

6.8 Use of Design Documents.

- 6.8.1 Ownership. The plans, specifications, estimates, drawings and other design documents shall be and remain the property of the District, pursuant to California Education Code Section 17316. In addition, Architect grants District on payment in full of all undisputed monies due to Architect a license to use the plans and specifications it prepared or caused to be prepared for the purpose of or for modification of the project at a subsequent date. Should the District not use services of Architect for this project, the District shall, to the fullest extent permitted by law, indemnify and hold the Architect harmless from any damage, liability, or cost, including reasonable attorney’s fees and cost of defense, arising from any reuse not on this project or modification of the plans and specifications by the District or any person or

entity which acquires or obtains the plans and specifications from or through the District with District's express permission without the prior written authorization of the Architect. The Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

- 6.8.2 CAD Diskettes. At each stage of the Architect's submission of Schematic Design Documents, Design Development Documents and Construction Documents to the District pursuant to the terms hereof, Architect shall also submit corresponding CAD diskettes.

(End of Section)