



HARTNELL COMMUNITY COLLEGE DISTRICT



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

ADDENDUM #2

PUBLIC NOTICE
REQUEST FOR STATEMENT OF QUALIFICATION (RFQ)
ARCHITECTURAL/ENGINEERING SERVICES FOR THE TECHNICAL
TRAINING BUILDING PROJECT



INFORMATION PACKAGE

INTRODUCTION

The Hartnell Community College District (District) is requesting a Statement of Qualifications (SOQ's) from qualified firms, partnerships, and corporations to provide comprehensive, professional architectural services to the District for the **Technical Training Building 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 **Technical Training Building Project** is funded by the Measure H bond and must be designed in accordance with all applicable Government codes and established procedure.

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

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

Completed Statement of Qualifications must be received no later than **5:00 p.m. on Tuesday, March 30 23, 2010**. The District will not review submittals received after this time and date. No oral, telegraphic, facsimile or telephone SOQ's will be considered. SOQ's received after **5:00 p.m. on Tuesday, March 30 23, 2010** will not be considered and will be returned unopened.

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

The SOQ may be withdrawn by the firm submitting the Statement at any time prior to the closing date and time for receipt of SOQ.

The attached documents outline the required submittal information as well as the selection criteria 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.

TIME SCHEDULE

The district will follow the following timetable:

RFQ Available	3/8/2010
Deadline for the submittal of SOQ	3/23/2010 3/30/2010
Selection of qualified firm(s)	3/25/2010
Issue RFP to qualified firm(s)	3/29/2010
Issue NTP to qualified firm	5/04/2010



EXHIBIT “B”
SCOPE OF WORK

Hartnell College is close to finishing its first building on the Alisal Campus, a 55,000 sq. ft. building. The new building will support that new facility and sit adjacent to the current building, **have similar architectural features and will be approximately 10,000 sq. ft.** The programs which are anticipated to be housed in this project are Auto and Diesel Mechanics **and the building will include offices, restrooms, classrooms and labs.**

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

Issue NTP	May 4, 2010
Programming with users	May 5, 2010 - May 31, 2010
Design Development	June 1, 2010 - June 25, 2010
Schematic Design	June 28, 2010 - July 16, 2010 June 1, 2010 - June 25, 2010
Design Development	July 17, 2010 - August 13, 2010 June 28, 2010 - July 16, 2010
Construction Documents	August 16, 2010 - September 30, 2010 July 17, 2010 - August 13, 2010
DSA Review	October 1, 2010 - December 31, 2010 August 16, 2010 - Nov. 30, 2010
Bid Period	January 1, 2011 - February 25, 2011 December 15, 2010 - Feb. 1, 2011
Construction	March 2011

As part of your RFQ if you feel you can exceed the above dates please include a schedule with you submittal for review by the District.

10.7 Architect's Accounting Records. Architect shall make available to Owner during regular business hours any and all records reasonably requested by Owner to support Reimbursable Charges and all Services performed under this Agreement.

10.8 Late Payments - Service Charge. Payments are due no later than thirty (30) days after presentation of Architect's invoice. If Payments are not made within forty-five (45) days after the date of the invoice, a service charge at the "prime rate" quoted by the main San Francisco office of Wells Fargo Bank, N.A. plus two percent (2%), or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance, except as otherwise determined pursuant to mediation or arbitration pursuant to Article 7.

ARTICLE 11 BASIS OF COMPENSATION

Owner shall compensate Architect as follows:

11.1 For Basic Services. Compensation for Basic Services shall be paid based on the compensation shown on the attached Exhibit D plus Reimbursable Charges.

11.2 For Additional Services. Compensation for Additional Services shall be paid based on the Architect's Hourly Rates shown on the attached Exhibit E (as may be adjusted annually pursuant to Article 10.2), plus Reimbursable Charges. For Additional Services performed by Architect's Consultants retained by Architect to work on the Project at Owner's request, as described in Section 3.1, Owner shall reimburse Architect for the actual fees approved by Owner, multiplied by a factor of 1.10.

11.3 For Reimbursable Charges. For Reimbursable Charges as defined in Article 10.3, compensation shall be based on the actual costs incurred multiplied by a factor of 1.10, and are limited to the actual expenditures made by Architect on behalf of Owner for the Project.

ARTICLE 12 LIABILITY AND INSURANCE

12.1 Indemnification.

12.1.1 General Indemnity. Architect shall indemnify, hold harmless and, at Owner's request defend (with counsel reasonably approved by Owner) Owner and its officers, partners, employees, attorneys, accountants, and agents (all of whom are referred to herein collectively or individually as "Indemnitees") from and against any and all claims, losses, damages, liabilities, costs, expenses, judgments, or obligations whatsoever, including without limitation reasonable attorneys' and experts' fees and costs (all of which are referred to herein collectively as "Claims"), resulting from negligent acts, errors or omissions, or willful misconduct, associated with the performance of or failure to perform any obligations under this Agreement by Architect, its officers, partners, employees, consultants, contractors, or agents. The foregoing indemnification shall not apply to the extent that such Claims are caused by the active, passive or concurrent negligence or willful misconduct on the part of any Indemnitee. The foregoing obligations of Architect include and apply without limitation to any and all loss or injury, death or damage to Indemnitees, third parties, or any or all of them, their respective officers, partners, employees or agents and their respective property. This indemnification provision shall be applicable regardless of any limitations on insurance coverage as described in Section 12.2, and shall survive the termination of this Agreement.

12.1.2 Liens. If any claim of lien, stop-notice, equitable lien or any other demand for payment or security therefor, including claims or demands upon performance and payment and sureties for the Work, is made or filed with the Owner or the Project by any person claiming that the Architect or any Architect's Consultants or any other person claiming under any of them has failed to perform its contractual obligations or to make payment for any labor, services, trust fund contribution, materials, equipment, taxes or other item furnished or obligation incurred for, or in connection with, the Work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop notice or other demand for which, if established, the Owner or the Project might become liable, then the Architect shall immediately and at its own expense procure, furnish and record appropriate statutory release bonds which will extinguish or expunge said claim, stop-notice, lien or lis pendens unless the reason for said claim, stop-notice, lien or lis pendens is the Owner's non-payment of an undisputed invoice from the Architect. Should the Architect not provide such bonds on a timely basis, the Owner shall have the right to retain from any payment then due or thereafter to become due the Architect or to be reimbursed by the Architect for an amount sufficient to (i) satisfy, discharge and defend against any such claim of lien or stop-notice or other demand, or any action or proceeding thereon which may be brought to judgment or award; (ii) make good any such nonpayment, non-performance, damage, failure or default; and (iii) compensate the Owner for and indemnify it against any and all loss, liability, damage, cost and expense (including attorneys' and consultants' fees and costs) which may be sustained or incurred in connection therewith.

12.1.3 Hazardous Materials. Unless otherwise specified, Architect shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, products, polychlorinated biphenyls (PCB) or other toxic substances, except to the extent that such materials are brought to or released from the Project site by Architect or its Consultants.

12.2 Insurance Requirements.

12.2.1 Insureds. The Architect shall insure its liability under its indemnity contained in Section 12.1. The Architect shall include the Indemnitees defined in Section 12.1 as additional insureds on the Commercial General Liability, Business Auto Liability and Employer's Liability Insurance below by causing endorsements to be attached to the insurance policies described below. The insurance coverage afforded under these policies shall be primary to and noncontributory with any insurance carried independently by the Indemnitees. Said policies shall indicate that as respects the Indemnitees, there shall be severability of interests under such insurance policies for all coverages provided thereunder.

12.2.2 Architect Insurance. The Architect shall obtain and maintain, at its own expense throughout the life of this Agreement and for 3 years following final completion of the Work, the types and amounts of insurance set forth below, insuring the Architect, its employees, agents and designees, which insurance shall be placed with insurance companies rated at least "A X" by Best's Key Rating Guide or underwriters at Lloyd's London. Each policy of insurance shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation, non-renewal or material reduction in coverage of any such policies as evidenced by return receipt of United States certified mail.

- (a) Professional Liability Insurance covering claims arising out of the performance of professional services under this Agreement which may be caused by any error, omission or negligent act for which Architect may be legally liable. Professional Liability Insurance shall have a minimum limit of liability of **One Five Million Dollars (\$1,000,000) (~~\$5,000,000~~) per claim and Two Million Dollars (\$2,000,000)** in the annual aggregate.

(b) Statutory insurance covering claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.

(c) Employer's Liability Insurance covering employees of the Architect performing services under this Agreement providing a limit of not less than Two Million Dollars (\$2,000,000) per accident.

(d) Commercial General Liability Insurance equivalent to standard ISO occurrence form CG 00 01 in the amount of (i) ~~One Two~~ Million Dollars **(\$1,000,000)** ~~(\$2,000,000)~~ per occurrence and ~~Two Five~~ Million Dollars **(\$2,000,000)** ~~(\$5,000,000)~~ general aggregate, if general aggregate applies only to losses on a per project basis, or (ii) Two Million Dollars (\$2,000,000) per occurrence and ~~Five Ten~~ Million Dollars **(\$5,000,000)** ~~(\$10,000,000)~~ general aggregate otherwise. The insurance policy shall cover Bodily Injury and/or Property Damage Liability including:

- (1) Premises Operations coverage.
- (2) Endorsement CG 20 10 - Additional Insured Owners, Lessees or Architects.
- (3) Products-Completed Operations coverage.
- (4) Broad Form Property Damage, including Completed Operations coverage.
- (5) Blanket Contractual Liability coverage.
- (6) Personal or Advertising Injury coverage.
- (7) Unintentional Errors and Omissions coverage.
- (8) An endorsement naming the Owner and the other Indemnitees as additional insureds.
- (9) 30 days' advance written notice of cancellation shall be provided to the Owner by United States certified mail, return receipt requested, in the event of cancellation, non-renewal or material reduction in coverage.
- (10) Such insurance as is afforded under the Architect's policy is primary insurance as respects the Indemnitees and that any other insurance maintained by any of the Indemnitees is excess and noncontributing with the insurance required hereunder.
- (11) Endorsement CG 25 03 evidencing a separate general aggregate limit for this project, if project-specific coverage is provided.
- (12) Cross-Liability coverage.

The Commercial General Liability Insurance may be obtained under a single policy for the full limits required or by a combination of a primary policy with the balance provided by an excess or umbrella liability policy.

(e) Business Auto Liability in the amount of ~~One Two~~ Million Dollars **(\$1,000,000)** ~~(\$2,000,000)~~ each accident for bodily injury and/or property damage liability including:

- (1) Owned autos.
- (2) Hired or borrowed autos.
- (3) Non-owned autos.
- (4) An endorsement affording 30 days' advance written notice to the Owner by United States certified mail, return receipt requested, in event of cancellation, non-renewal or material reduction in coverage.

12.2.3 Consultant Insurance. The Architect shall require each of its Consultants to obtain and maintain, at their own expense throughout the life of this Agreement and for 3 years following final completion of the Work, the types and amounts of insurance set forth below, insuring the Architect's Consultant, its employees, agents and designees and the Indemnitees and Architect as required herein, which insurance shall be placed with insurance companies rated at least "A X" by Best's Key Rating Guide or underwriters at Lloyd's London. Each policy of insurance shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation, non-renewal or material reduction in coverage of any such policies as evidenced by return receipt of United States certified mail.

- (a) Professional Liability Insurance covering claims arising out of the performance of professional services under this Agreement which may be caused by any error, omission or negligent act for which Architect may be legally liable. Professional Liability Insurance shall have a minimum limit of liability of One Million Dollars (\$1,000,000) per claim.
- (b) Statutory insurance covering claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed.
- (c) Employer's Liability Insurance covering employees of the Architect's Consultant performing services under this Agreement providing a limit of not less than One Million Dollars (\$1,000,000) per accident.
- (d) Commercial General Liability Insurance on an "occurrence" basis with a limit of not less than One Million Dollars (\$1,000,000) for bodily injury and/or property damage liability including:
 - (1) Premises Operations coverage.
 - (2) Endorsement CG 20 10 - Additional Insured Owners, Lessees or Architects.
 - (3) Products-Completed Operations coverage.
 - (4) Broad Form Property Damage, including Completed Operations coverage.
 - (5) Blanket Contractual Liability coverage.
 - (6) Personal or Advertising Injury coverage.
 - (7) Unintentional Errors and Omissions coverage.
 - (8) An endorsement naming the Owner and the other Indemnitees as additional insureds.

(9) 30 days' advance written notice of cancellation shall be provided to the Owner by United States certified mail, return receipt requested, in the event of cancellation, non-renewal or material reduction in coverage.

(10) Such insurance as is afforded under the Architect's Consultant's policy is primary insurance as respects the Indemnitees and that any other insurance maintained by any of the Indemnitees is excess and noncontributing with the insurance required hereunder.

(11) Endorsement CG 25 03 evidencing a separate general aggregate limit for this project, if project specific coverage is provided.

(12) Cross-Liability coverage.

The Commercial General Liability Insurance may be obtained under a single policy for the full limits required or by a combination of a primary policy with the balance provided by an excess or umbrella liability policy.

(e) Business Auto Liability in the amount of One Million Dollars (\$1,000,000) each accident for bodily injury and/or property damage liability including:

(1) Owned autos.

(2) Hired or borrowed autos.

(3) Non-owned autos.

(4) An endorsement affording 30 days' advance written notice to the Owner by United States certified mail, return receipt requested, in event of cancellation, non-renewal or material reduction in coverage.

12.2.4 Certificates. The Architect shall submit to the Owner and shall require each of its Consultants to submit to the Owner, valid certificates in form and substance satisfactory to the Owner evidencing the effectiveness of the foregoing insurance policies within 30 days of the actual execution of this Agreement by the parties. Such certificates shall state that all of the above coverages are currently in force. Architect shall cause additional certificates to be submitted upon annual renewal of each policy throughout the life of this Agreement.

12.2.5 Purchase of Insurance by Owner. If the Architect or its Consultants fail to provide the certificates or otherwise to furnish and maintain the insurance required by this Section 12.2, the Owner, after 10 days notice to Architect, may purchase such insurance and the Architect shall pay the cost thereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

IN WITNESS WHEREOF, Owner and Architect have caused this Architect Agreement to be executed by their duly authorized representatives as of the Effective Date first above written.

OWNER: