Request for Proposals for Architectural Services
Irvine Valley College Fine Arts Building Project

Submittals
South Orange County Community College District

August 26, 2019

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CITY</th>
<th>PROPOSAL EVALUATION SCORE</th>
<th>INTERVIEW EVALUATION SCORE</th>
<th>TOTAL PROPOSED FEE</th>
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<td>Santa Ana, CA</td>
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* Firm recommended for award of contract.

**Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted Architectural Services firm for the following reasons:

- Proven company track record with extensive community college experience.
Request for Proposals for Architectural Services
Irvine Valley College Fine Arts Building Project

- Presented the best mix of two variables: 1) number of previous projects and 2) the project values, in alignment with the service needs outlined in the RFQ&P.
- Demonstrated the team’s architectural knowledge, experience and expertise in relation to the Irvine Valley College Fine Arts Building Project.
- Provided evidence of working with the Division of the State Architect.
- Demonstrated best fit in understanding the project’s needs and user group’s expectations.
This AGREEMENT is made and entered into this 27th day of August in the year 2019 between South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and DLR Group, Inc., 700 South Flower Street, 22nd Floor, Los Angeles, CA 90017, hereinafter referred to as "ARCHITECT"; WHEREAS, the DISTRICT is a community college DISTRICT organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture; and WHEREAS, DISTRICT desires to obtain architectural services for Irvine Valley College Fine Arts Building more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California; and NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1  ARCHITECT'S SERVICES AND RESPONSIBILITIES

1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.

1.2. **Standard of Care and Professional Conduct.** The ARCHITECT will perform its Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The ARCHITECT will furnish, at its expense, those Services that are set forth in this AGREEMENT and represents that the Services set forth in said EXHIBIT are within the technical and professional areas of expertise of the ARCHITECT or any sub-consultant the ARCHITECT has engaged or will engage to perform the Service(s). The DISTRICT shall request in writing if the DISTRICT desires the ARCHITECT to provide Services in addition to, or different from, the Services described. The ARCHITECT shall advise the DISTRICT in writing of any Services that, in the ARCHITECT’s opinion, lie outside of the technical and professional expertise of the ARCHITECT. The Work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof.

ARCHITECT or ARCHITECT’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner
acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one project executive, one project manager, one project architect, one programmer and one project designer. The ARCHITECT shall designate Leigh Anne Jones, as Project Executive, and a management team of Shoji Takeshima as Project Manager and Makoto Shoji as Project Architect, Dennis Bree as Project Designer and Dan Clevenger as Fine Arts Programming and Planner. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT’S firm that will be associated with the PROJECT.

1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume’ and/or interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.

1.5. **Relationship of ARCHITECT to Other PROJECT Participants.** ARCHITECT’S services hereunder shall be provided in conjunction with contracts between the DISTRICT and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the PROJECT. The ARCHITECT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The ARCHITECT shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

1.6. **PROJECT Schedule.** The ARCHITECT acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT’S approval a schedule for the performance of the ARCHITECT’S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT’S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT.

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**ARTICLE 2 SCOPE OF ARCHITECT’S SERVICES**

2.1. **Services.** The ARCHITECT’S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, plumbing, interior designer, CASp, acoustician and cost estimator services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT.
2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college’s designees, construction performed by separate contractors or by the DISTRICT’S own employees.

2.3. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.

2.4. **Existing Conditions.** The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.

2.5. **Non Responsibility.** ARCHITECT and ARCHITECT’S consultants shall have no responsibility for:
   a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
   b. Ground contamination
   c. Environmental Impact Report/CEQA declarations
   d. Historical significance report
   e. Soils Investigation/Geotechnical Hazard Report
   f. Topographical survey

2.6. **Design Phase.**
   a. **SDs to DDs.** Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.
   b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the PROJECT.

2.7. **Coordination for Government Authorities.** The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT’S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all subconsultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist.
shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

2.8. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT’S personnel from the PROJECT.

2.9. **Subconsultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this AGREEMENT. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this AGREEMENT. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

2.10. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT’S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

2.11. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

2.12. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT’S PROJECT schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.

2.13. **Construction Cost.** The construction cost shall be the total estimated cost to the DISTRICT of all elements of the PROJECT designed or specified by the ARCHITECT.

   a. During the Schematic Design, and Design Development construction cost shall be determined by the DISTRICT’S budget for the PROJECT. Construction costs will be assessed during the Design Development phase. At the DISTRICT’S discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.

   b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the DISTRICT.

d. Construction costs are considered hard PROJECT costs and therefore does not include the compensation of the ARCHITECT and ARCHITECT’S consultants, or other costs which are the responsibility of the DISTRICT.

e. The ARCHITECT’S evaluations of the DISTRICT’S PROJECT budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the ARCHITECT’S best judgment as a professional familiar with the construction industry.

f. Any PROJECT budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the DSA stamped set of Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the PROJECT.

g. If the lowest bid received exceeds the fixed limit of construction cost, the DISTRICT shall:

1.  give written approval of an increase of such fixed limit;
2.  authorize rebidding of the PROJECT within a reasonable time;
3.  if the PROJECT is abandoned, terminate it in accordance this AGREEMENT; or
4.  cooperate in revising the PROJECT scope and quality as required to reduce the construction cost. If the DISTRICT chooses to proceed in accordance with this option, the ARCHITECT, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

2.14. **BIM.** The ARCHITECT and their consultant shall employ Building Information Modeling (BIM) using revit or other approved software and make regular posting to a website accessible to the DISTRICT throughout the design process. Clash detection will be employed as one form of consultant coordination. The ARCHITECT will be responsible to manage the BIM model documents from the PROJECT start to finish.

a. The ARCHITECT shall establish protocols for:

1.  Model origin, grid and units
2.  Information sharing and saving
3.  Clash detection

b. The ARCHITECT shall:

1.  Facilitate collection of sub-consultants model information
2.  Maintain record copies of all model files
3.  Combine files and develop necessary vehicle to share information to sub-consultant and to DISTRICT as pdf files
4. Perform and report on clash detection as deliverable to each phase
5. Assist sub consultants with meeting all requirements

c. The ARCHITECT shall be responsible to archive model as a complete bid set and provide same to DISTRICT in pdf format.
d. The ARCHITECT and their sub-consultants shall use the following criteria for model development:
   1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non geometric information may be attached to the modeled elements.
   2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
   3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.
   4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
   5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.

e. The ARCHITECT shall allow access to the BIM documents during both bid and construction.

2.15. **Sustainability.** The PROJECT shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the ARCHITECT. Commissioning and Energy Modeling are outside the parameters of this AGREEMENT and will be services employed by the DISTRICT. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.

2.16. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that apply to this PROJECT. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

2.17. **Coordination for Geological Report.** The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
2.18. **Bid Prep.** The ARCHITECT shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Contractor’s contract and coordinating same with the technical specifications. 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 and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.

2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT’S approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the PROJECT.

2.20. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the PROJECT (or exceeds the budget by a certain percentage), the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the PROJECT within its budget.

2.21. **FFE Selection and Procurement.** The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

2.22. **Construction Administration.** The ARCHITECT shall provide administration of the construction contract. The ARCHITECT’s responsibility to provide services for the construction of the PROJECT commences with the award of a construction contract and terminates at the issuance to the DISTRICT of the final certificate for payment by the ARCHITECT and the final close out acknowledgement by the Division of the State Architect.

2.23. **Evaluate Contractor Performance.** The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the DISTRICT.

2.24. **Submittals.** The ARCHITECT shall review and approve or take other appropriate action upon Contractor’s submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The ARCHITECT’S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT’S professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.

2.25. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.

2.26. **District Representative.** The ARCHITECT shall be the DISTRICT’S representative during construction and shall advise and consult with the DISTRICT until final payment to the
Contractor is due. 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.

2.27. **Site Visits.** The ARCHITECT shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT’s benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Contractor’s failure to carry out the work in accordance with the construction contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Contractor but which he/she failed to do.

2.28. **Site Access.** The ARCHITECT shall have access to the work at all times.

2.29. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Contractor. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.

2.30. **Reject Work.** The ARCHITECT shall reject work which does not conform to the construction contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.

2.31. **Change Orders.** The ARCHITECT shall prepare change orders with supporting documentation and data for the DISTRICT’S approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the PROJECT. ARCHITECT shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.

2.32. **Claim Evaluation.** 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.

2.33. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT’S review all written warranties and related documents required by the
construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.

2.34. **Record Drawings.** ARCHITECT shall prepare a set of CAD drawings showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the ARCHITECT. ARCHITECT is required to update the DISTRICT provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. ARCHITECT to match the DISTRICT’s approved naming structure, layers, colors and attributes.

2.35. **Punch List.** The ARCHITECT’S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor’s request for a punch list walk and terminates at the close out of the PROJECT with the Division of the State Architect.

   a. ARCHITECT shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor’s work.

   b. ARCHITECT shall coordinate with the Contractor and the Inspector of Record to obtain DSA PROJECT close out.

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**ARTICLE 3 ADDITIONAL ARCHITECT’S SERVICES**

3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, ARCHITECT shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to Additional Services and the amounts indicated in Attachment B. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.

3.2. **Notification and Authorization.** 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 compensated based on attached standard hourly rates. Such services shall include:

   a. **Regulatory Revisions.** Making material 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 of such documents.

   b. **Scope Change after Phase Approvals.** Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT’S schedule, except for services and changes related to design errors or omissions.

   c. **Change Orders.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
d. **Damage or Destruction.** Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.

e. **Contractor Default.** 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 either the DISTRICT or Contractor under the construction contract.

f. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.

g. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.

h. **Test and Balance.** 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.

3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on the attached standard hourly rates.

**ARTICLE 4  TERMS OF SERVICE**

4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party’s obligations under this AGREEMENT, including without limitation ARCHITECT’S performance of the service required hereunder and DISTRICT’S payment of all sums due to ARCHITECT.

4.2. **Term.** The construction time frame is anticipated for 17 months. Services under this AGREEMENT shall be diligently performed by the ARCHITECT through the anticipated construction timeframe plus one additional year for the 11 month warranty walk for a completion date of September 1, 2023. The ARCHITECT’S contract terminates at completion of the warranty walk.

4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT’S actions.

4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment “A”.

Fine Arts
Irvine Valley College
DLR Group, Inc.

SOCCCD # 130 Rev. 07.08.19
4.5. **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension.

### ARTICLE 5 INDEMNITY AND INSURANCE

5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:

   a. Workers’ Compensation and Employer’s Liability. Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONSULTANT’S employees or CONSULTANT’S subcontractor’s employees arising out of CONSULTANT’S work under this AGREEMENT; and

   b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT 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, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT 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 CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, 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. Any costs to defend under this Section b shall not exceed the CONSULTANT’s proportionate percentage of fault; and

   c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, 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 sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT’S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the
defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys’ fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT’S proportionate percentage of fault.

d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.

e. Any attempt to limit the CONSULTANT’S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT’S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. The CONSULTANT shall carry Workers’ Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS ($1,000,000).

b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned, and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS ($2,000,000) per claim. 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. In the event that CONSULTANT subcontracts any portion of CONSULTANT’S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
d. Valuable Document Insurance. The CONSULTANT 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 CONSULTANT, and the DISTRICT shall be named as an additional insured.

e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days’ written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.

g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT’S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor’s part of work which shall in no event be less than $500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT’S duties under this AGREEMENT without the DISTRICT’S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

ARTICLE 6 COMPENSATION TO THE ARCHITECT

6.1. **Contract Price for Services.** The Contract Price for the ARCHITECT’S performance of the Services under this AGREEMENT shall consist of the following lump sum prices:

   a. FPP Programming Confirmation $ 220,000
   b. Schematic Design Phase $ 385,000
   c. Design Development Phase $ 495,000
<table>
<thead>
<tr>
<th>Phase</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. Construction Document Phase</td>
<td>$770,000</td>
</tr>
<tr>
<td>e. DSA Approval</td>
<td>$137,500</td>
</tr>
<tr>
<td>f. Bidding Phase</td>
<td>$110,000</td>
</tr>
<tr>
<td>g. Construction Phase</td>
<td>$495,000</td>
</tr>
<tr>
<td>h. Close Out Phase</td>
<td>$137,500</td>
</tr>
<tr>
<td>i. Reimbursable Cost</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$2,750,000</strong></td>
</tr>
</tbody>
</table>

6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.

6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by ARCHITECT. Services are to be invoiced in equal monthly amounts for Construction Phase and Close Out assuming anticipated construction duration.

6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.

6.5. **Reimbursable Expenses.** incurred by the ARCHITECT and ARCHITECT’S employees and ARCHITECTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT’S review. The DISTRICT shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.

a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT’S employees and ARCHITECTS in the interest of the PROJECT.

b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction.
over the PROJECT. ARCHITECT’S normal travel expense (including to and from the PROJECT) and meals are excluded.

c. Expense of reproductions (except those needed for the use of the ARCHITECT and his or her ARCHITECTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT’S prior written approval.

d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.

e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of ARCHITECT’S Services will be reimbursed.

f. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the ARCHITECT, the ARCHITECT’S employees and ARCHITECTS in the interest of the PROJECT.

g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.10 times the amounts billed to the ARCHITECT for such services.

6.6. **Non Waiver of Rights.** 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, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT’S failure to perform any of the services furnished under this AGREEMENT.

6.7. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT’S receipt of ARCHITECT’S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the ARCHITECT or any Contractor.

6.8. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after ARCHITECT has fully cured it failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.

6.9. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT’S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.

6.10. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT’S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.
ARTICLE 7  ARCHITECT’S WORK PRODUCT

7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using BIM software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.

7.3. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT’S express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT’S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7.4. **Documentation.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

ARTICLE 8  TERMINATION

8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop
performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.

8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT’s insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

8.3. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT’S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT’S services.

8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.

8.5. **Non Payment.** The DISTRICT’S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.

a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.

b. Unless payment in full is received by the ARCHITECT within 7 days of the date of the notice, the suspension shall take effect without further notice.

c. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.

8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT’S failure to perform as provided in the AGREEMENT.

### ARTICLE 9 DISPUTES, MEDIATION, ARBITRATION

9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.

9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.

   a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the ARCHITECT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

   b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

   c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

   d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

   e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

9.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

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**ARTICLE 10  DISTRICT’S RESPONSIBILITIES**

10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT’S objectives, schedule, constraints and criteria.

10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT’S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT’S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

   **Mark Schoeppner, Construction Manager**

10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT’S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

10.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.

10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.

10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT’S obligations under this AGREEMENT

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**ARTICLE 11  MISCELLANEOUS**
11.1. **Equal Opportunity/Non-Discrimination.** ARCHITECT shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual’s race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

ARCHITECT shall ensure that all services and benefits rendered to the DISTRICT, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. ARCHITECT shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

11.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to ARCHITECT, ARCHITECT’S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, ARCHITECT shall comply with DISTRICT’s policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

11.3. **Architect Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than $10,000, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT’S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT’S work.

11.5. **Cumulative Rights; Non 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 inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the
DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county 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.

11.8. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT'S employees.

11.9. **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 in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.

11.10. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

11.11. **Permits/Licenses.** ARCHITECT and all ARCHITECT’S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The
address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

11.13. **Communications** between the parties shall be sent to the following addresses:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>ARCHITECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Schoeppner</td>
<td>Shoji Takeshima</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>Project Manager</td>
</tr>
<tr>
<td>South Orange County</td>
<td>DLR Group, Inc.</td>
</tr>
<tr>
<td>Community College District</td>
<td></td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>700 South Flower Street, 22nd Floor</td>
</tr>
<tr>
<td>Mission Viejo, CA 92692</td>
<td>Los Angeles, CA 90017</td>
</tr>
<tr>
<td><a href="mailto:mscheoppner@socccd.edu">mscheoppner@socccd.edu</a></td>
<td><a href="mailto:stakeshima@dlrgroup.com">stakeshima@dlrgroup.com</a></td>
</tr>
</tbody>
</table>

COPY

Priya Jerome

Executive Director, Procurement,

Central Services & Risk Management

South Orange County

Community College District

28000 Marguerite Parkway

Mission Viejo, CA 92692

pjerome@socccd.edu

11.14. **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 here from, but all remaining provisions will remain and continue in full force and effect.

11.15. **Entire Agreement/Amendment.** This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.

11.16. **Binding Agreement.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

11.17. **Definitions**

a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.

b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.

c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the ARCHITECT for the PROJECT. Design Documents include surveys, soil reports and other documents
prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the ARCHITECT or DISTRICT.

d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.

e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.

f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.

g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

h. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

**ARCHITECT**
DLR Group, Inc.

**DISTRICT**
South Orange County Community College District

__________________________
Leigh Anne Jones
Principal-in-Charge

__________________________
Ann-Marie Gabel
Vice Chancellor, Business Services

__________________________
(Date)

__________________________
(Date)

__________________________
(Taxpayer number)

**Attachment A**  Responsibilities and Services of ARCHITECT
**Attachment B**  Criteria and Billing for Extra Work
ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor’s Office, Division of the State Architect, State Fire Marshal, Health Department, etc.

2. Contract for or employ at ARCHITECT’S expense, sub-consultants to the extent deemed necessary for completion of the PROJECT including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the foregoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this AGREEMENT.

3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this AGREEMENT.

4. Cooperate with other professionals employed by the DISTRICT for the design, coordination or management of other work related to the PROJECT.

5. Chair, conduct and take minutes of bi-weekly coordination meetings during the entire design phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.

6. Participate in Executive level meetings, required at each design phase.

7. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this AGREEMENT and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.

8. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this AGREEMENT. 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.

9. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this AGREEMENT through an amendment to this AGREEMENT, as an additional service.

10. Be responsible for the design and the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of the raceways,
conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

11. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the PROJECT.

12. 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 is to subcontract with the ARCHITECT.

13. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing PROJECT utilities.

14. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this PROJECT, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall PROJECT documentation.

15. 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, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT’S failure to perform any of the services furnished under this AGREEMENT.

16. Providing interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

B. DESIGN SERVICES - TASK I

PROJECT INITIATION

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

1. Within the first week following execution of the contract, meet with the DISTRICT and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated PROJECT schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, 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, required times for completion and additional definition of deliverables.

   a. ARCHITECT’S work plan shall include allowances for the periods of time required for DISTRICT’S review and approval of submissions and for approvals by authorities having jurisdiction over the PROJECT. ARCHITECT’S work plan, when approved by DISTRICT,
shall not be exceeded by ARCHITECT except when DISTRICT and ARCHITECT mutually agree, in writing, to a revised PROJECT schedule.

b. Review the developed work plan with the DISTRICT and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Participate in a general PROJECT kick-off meeting to include the ARCHITECT’S sub-consultants, and DISTRICT staff.

a. The PROJECT kick-off meeting will introduce key team members from the DISTRICT and the ARCHITECT to each other defining roles and responsibilities relative to the PROJECT.

b. Identify and review pertinent information and/or documentation necessary from the DISTRICT for the completion of the PROJECT.

c. Review and explain the overall PROJECT goals, general approach, tasks, work plan and procedures and deliverable products of the PROJECT.

d. Review and explain the task analysis and PROJECT work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

e. Review documentation of the PROJECT kick-off meeting prepared by the ARCHITECT and comment prior to distribution.

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the PROJECT is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.

2. Complete information check list identifying critical issues affecting PROJECT completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.

3. Conduct architectural program meeting with the DISTRICT selected PROJECT committee.

4. Develop probable construction cost for the PROJECT; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.

5. Probable costs prepared by the ARCHITECT:

a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.

b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.

d. One week prior to the submittal of documents, the ARCHITECT’S proposed cost format must be submitted to the DISTRICT for review and approval.

e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT’S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor’s overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).

f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, ARCHITECT shall design the foundation of the PROJECT in accordance with recommendations of the DISTRICT’S soil consultant as provided by the DISTRICT. ARCHITECT must notify the DISTRICT in time to prepare this soil report for ARCHITECT’S use.

2. Review the existing conditions. Analyze the proposed site’s existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.

3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

MEETINGS

During the Architectural Programming Design Phase it is anticipated that approximately four meetings will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT’S campus location. Decisions made at such meetings and
subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIBERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the PROJECT:

   3 copies of Program Report. (A written program prepared by ARCHITECT that incorporates the DISTRICT’S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations). if appropriate.

   3 copies of Site Plan

   3 copies of PROJECT Probable Cost

   1 copy of Information Checklist

2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the DISTRICT has approved Task I as complete and has given a written Notice of proceed to ARCHITECT for Task II.

C. DESIGN SERVICES TASK II

SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the DISTRICT, to proceed with the Schematic Design Phase. The ARCHITECT shall prepare for the DISTRICT’S review a Schematic Design Study as follows:

1. Architectural:

   a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

   b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

   c. Identify proposed roof system, deck, insulation system and drainage technique.

   d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the PROJECT.
e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.

f. Identify minimum finish requirements, including ceiling, floors, walls, doors, widows, and types of hardware.

g. Identify code requirements, include occupancy classification(s) and type of construction.

2. Structural:

   a. Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.

   b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.

3. Mechanical:

   a. Provide “Basis of Design Narrative”

   b. Calculate block heating, ventilation and cooling loads including skin versus internal loading.

   c. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

   d. Show selected system on drawings as follows:

      i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

      ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces

      iii. Schematic piping

      iv. Temperature control zoning.

4. Electrical:

   a. Provide “Basis of Design Narrative”

   b. Calculate overall approximate electrical loads.

   c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.

   d. 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:

          1. Load centers

          2. Main panels
3. Switch gear
   e. Identify and define the scope of data/telephone system.

5. Civil:
   a. Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
   b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
   c. Coordinate finish floor elevations with architectural site plan.

6. Landscaping:
   Development and coordination of landscape design concepts entailing 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.

7. CASp:
   a. Review all design documents for conformance with accessibility.

8. Specifications:
   Outline specifications of proposed architectural, structural, mechanical and electrical materials, system 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.

9. Probable Costs:
   a. Schematic Probable costs: This probable cost 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 meaning labor, material, waste allowance, sales tax and subcontractor’s mark-up.
   b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
   c. The probable cost shall separate the PROJECT’S building cost from site and utilities cost. ARCHITECT to submit to the DISTRICT the cost estimating format for prior review and approval.
   d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

MEETINGS
   During the Schematic Design Phase it is anticipated that two (2) meetings monthly, will convene between the DISTRICT and the ARCHITECT to address specific design issues and to facilitate
the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

**DELIVERABLES**

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<tr>
<th>Number</th>
<th>Description</th>
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<td>6</td>
<td>Schematic Design Package submittal with alternatives</td>
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<td>4</td>
<td>Probable Cost</td>
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<td>2</td>
<td>A statement indicating changes made to the program design</td>
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<td>2</td>
<td>DSA file, including all correspondence, meeting notes, etc. to date.</td>
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**PRESENTATION**

ARCHITECT along with his sub-consultants shall present and review with the DISTRICT the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the DISTRICT at no additional cost to the DISTRICT.

**PROJECT CESSATION PROVISIONS**

Upon completion of the schematic design study, the DISTRICT shall have the right to terminate this AGREEMENT upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Schematic Design Phase.

**DESIGN DEVELOPMENT**

Upon written authorization by the DISTRICT to proceed with the Design Development Phase, ARCHITECT shall prepare, from the Schematic Design Phase documents approved by the DISTRICT, Design Development Phase documents consisting of the following:

1. Architectural:
   a. Scaled, dimensioned floor plans with final room locations including all openings.
   b. 1/8" scale building sections showing dimensional relationships and materials.
   c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
   d. Preliminary development of details and large-scale blow-ups.
   e. Legend showing all symbols used on drawings.
   f. FF&E
      i. Floor plans identifying all fixed and major movable equipment and furniture.
         1. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
         2. Facilitate coordination meetings necessary to arrive at final solution.
ii. Develop binder including the following:

1. Categories
   a. Owner Furnished, Contractor installed
   b. Moving Existing equipment
   c. Information Service Equipment needs
   d. Owner Procured with Supplier Installation

2. Cut Sheets

3. Cost Estimating/ Budget Development

   iii. Coordinate Manufacturer’s Showroom visits

   iv. Support District in FF&E bid package development

   g. Providing interior design and other similar services required for or in connection with color coordination including furnishing.

   h. Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.

   i. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
      i. Light fixtures
      ii. Ceiling registers or diffusers
      iii. Access Panels

   j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

   k. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities on transmittal sheet.

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 (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.

3. Mechanical:

   a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.

   b. Schedule major mechanical equipment indicating size and capacity.
c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.

d. Recommendations to acquire LEED® certification.

e. Legend showing all symbols used on drawings.

f. More developed outline specifications indicating quality level and manufacturer.

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(s).

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 data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.

d. Recommendations to acquire LEED® certification.

e. Legend showing all symbols used on drawings.

f. More developed outline specifications indicating quality level and manufacturer.

5. Civil:

a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.

b. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

c. Outline specifications indicating quality level and manufacturer.

6. Landscape:

a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

b. Outline specifications indicating quality level and manufacturer.

7. CASp:

a. Review all design documents for conformance with accessibility.

8. Specification:

DISTRICT to provide general condition specification and supplementary conditions.

9. Probable Cost:
Design Development Probable Cost: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor’s mark-ups shall be identified as a separate line item. Soft cost including estimated ARCHITECT fee and general conditions shall be listed separately.

MEETINGS

During the Design Development Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will be held at the PROJECT campus. Documented decisions (not pending items) made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the ARCHITECT. DISTRICT and ARCHITECT shall schedule progress meetings to coincide with the ARCHITECT’S coordination meeting.

DELIVERABLES

3 - Drawings from all professional disciplines as necessary to deliver the PROJECT
3 - Bid Package scoping recommendation
2 - Binder of Catalogue Cut Sheets
3 - Outline Specifications
4 - Probable Cost
2 - DSA File, including all correspondence, meeting notes, etc. to date

CONSTRUCTION DOCUMENTS

Upon written authorization from the DISTRICT to proceed with the Construction Documents Phase, ARCHITECT shall prepare from Design Development Phase Documents approved by the DISTRICT, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:
   a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
   b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
   c. Architectural details and large blow-ups underway.
   d. Well-developed finish, door, and hardware schedules.
   e. Site utility plans underway.
   f. Fixed equipment schedules, details and identification underway.
g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.

i. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from DISTRICT and College Director of Facilities listing all added items on transmittal sheet.

2. Structural:
   a. Structural floor plans and sections with detailing well advanced.
   b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
   c. Completed cover sheet with general notes, symbols and legends.

3. Mechanical:
   a. Mechanical calculations virtually completed with all piping and ductwork sized.
   b. Large scale mechanical details underway.
   c. Mechanical equipment schedule substantially developed.

4. Electrical:
   a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.
   b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
   c. All electrical equipment schedules underway.
   d. Special system components should be approximately located on plans.
   e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.

5. Civil:

   All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.

6. Landscape:

   All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.

7. CASp:
   a. Review all design documents for conformance with accessibility.

8. Probable cost:
Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages.

9. Specifications:
   a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the PROJECT in CSI format.
   b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the DISTRICT. Formal review of specifications by the DISTRICT and corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS 75% STAGE

ARCHITECT must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:
   a. Virtually complete site plan.
   b. Virtually complete floor plan, elevations and sections.
   c. Architectural details and large blow-ups near completion.
   d. Finish door, and hardware schedules virtually complete, including most details.
   e. Site utility plan virtually complete.
   f. Fixed equipment details and identification virtually complete.
   g. Reflected ceiling plan virtually complete.
   h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. ARCHITECT to recommend color selection for approval by the DISTRICT.
   i. All equipment catalog cuts.

2. Structural:
   Completed structural floor plans and sections with detailing well advanced.

3. Mechanical:
   a. Mechanical load calculations complete and all piping and ductwork sized.
   b. Large scale mechanical details should be substantially complete.
   c. Mechanical schedule for equipment substantially complete.

4. Electrical:
a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.

b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.

c. All electrical equipment schedules should be virtually complete.

d. Special system components should be located on plans.

5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD’s.

6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD’s and completed.

7. CASp:

   a. Review all design documents for conformance with accessibility.

8. Specifications:

Formal review of specifications by the DISTRICT and Facilities/Maintenance group with corrections made as directed at no cost to the DISTRICT.

CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:

ARCHITECT must respond to/incorporate constructability comments during the previous construction document phases.

1. Architectural:

   a. Completed site plan, floor plans, elevations and sections.

   b. Architectural details and large blow-ups completed.

   c. Finish, door and hardware schedules completed, including all details.

   d. Site utility plans completed.

   e. Fixed equipment details and identification completed.

   f. Reflected ceiling plans completed.

2. Structural:

   a. Structural floor plans and sections with detailing completed.

   b. Structural calculations completed.

3. Mechanical:

   a. Large scale mechanical details completed.

   b. Mechanical equipment schedules completed.
c. Completed electrical schematic for HVAC equipment.
d. Complete energy conservation calculations and report.

4. Electrical:
a. Lighting and power plan including all switching and controls. Fixture schedule and lighting
details completed.
b. Distribution information on all power consuming equipment, including lighting, power,
signal and communication device(s) branch wiring completed.
c. All electrical equipment schedules completed.
d. Special system components plans completed.
e. Electrical load calculations completed.

5. Civil:
   All site plans, site utilities, parking and roadway systems completed.

6. Probable Cost:
   Update and refine the 50% Construction Document Probable cost.

7. Specifications:
a. Complete development and preparation of technical specifications describing materials,
systems and equipment, workmanship, quality and performance criteria required for the
construction of the PROJECT in CSI format.
b. Specifications shall not contain restrictions that will limit competitive bids other than those
approved by the DISTRICT as necessary to meet maintenance requirements.
c. At one hundred percent (100%), specifications shall be reviewed by the DISTRICT to ensure
compliance with required modifications and corrections made as directed at no cost to the
DISTRICT.

CONSTRUCTION DOCUMENTS (C/D) FINAL STAGE

The construction document final stage shall be for the purpose of the ARCHITECT incorporating
all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections
made by the ARCHITECT during this stage should be at no additional cost to the DISTRICT.

The final contract documents delivered to the DISTRICT upon completion of the ARCHITECT'S
work shall consist of the following:

1. Drawings:
   All drawings with ARCHITECT/sub-consultant’s State license stamp and DSA stamp.

2. Specifications:
   Original technical specifications on reproducible masters or CD/DVD format if acceptable
to DISTRICT’S reprographics firm in CSI format.
Completely coordinated sub-consultant’s work.

MEETINGS

During the Construction Document Phase it is anticipated that two meetings per month will convene to address specific design issues and to facilitate the decision making process. Such meetings will normally be held at the PROJECT campus. Documented decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of ARCHITECT Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the ARCHITECT shall convene a final design review conference to be attended by the DISTRICT and all sub-consultants for the purpose of confirming readiness for submission. The ARCHITECT shall utilize the most current version of Form DSA-3, PROJECT Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the PROJECT documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the PROJECT not be considered sufficiently complete for submission to DSA, the ARCHITECT shall convene, at no additional cost to the DISTRICT, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

DELIVERABLES

Copies:

Hardcopies shall be provided for all identified number of copies and one electronic set shall be provided:

4 - Fifty percent (50%) submittal – 4 copies of the fifty percent (50%) working drawings, 4 specifications, and 4 probable costs.

4 - Seventy five percent (75%) submittal – 4 copies of the seventy five percent (75%) working drawings, 6 specifications and 6 sets of equipment cut sheets.

2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50/75% CD submittal).

4 - One hundred percent (100%) submittal – 4 copies of the one hundred percent (100%) working drawings, 4 specifications, one (1) engineering calculations and 4 probable costs.

2 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).

2 - Number of copies of all required documents necessary for DSA submittal and approval.

2 - A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for DISTRICT review. (Submit with all submittals, 50%, 75%, and 100%).

BIDDING PHASE
The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the DISTRICT and the ARCHITECT. ARCHITECT shall assist the DISTRICT in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the ARCHITECT for decision by the DISTRICT as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the ARCHITECT and reviewed by the DISTRICT prior to release.

ARCHITECT shall be present during the bid opening.

CONSTRUCTION ADMINISTRATION PHASE

1. The ARCHITECT’S responsibility to provide Services for the Construction Phase under this AGREEMENT commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT’S sub-consultants as pertains to their scope of work.

2. During construction, the ARCHITECT shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the DISTRICT. The drawings and contract wording for change orders shall be submitted to the DISTRICT for distribution.

3. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this AGREEMENT upon Board approval for award of construction bid.

4. The ARCHITECT shall review and approve or take other appropriate action upon contractor’s submittals such as: shop drawings, PROJECT data, samples and change orders.

   a. The ARCHITECT’S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT’S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.

5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.

6. Drawings or change orders required due to actions of the DISTRICT which are beyond the scope of the ARCHITECT’S responsibilities, shall be considered extra services.

7. ARCHITECT shall schedule weekly visits to the job site for on-site review of the construction of the PROJECT and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the PROJECT.

8. ARCHITECT shall provide the DISTRICT with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos.
necessary to document any field issues requiring resolution. Photos shall be emailed to the DISTRICT’S project manager with a narrative describing contents within 48 hours of the weekly meeting.

9. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the contractor's performance.

10. The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the PROJECT, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.

11. ARCHITECT shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The ARCHITECT shall review contractor’s submittal for completeness and submit to DISTRICT.

12. ARCHITECT provide a complete DSA file to the DISTRICT, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the DISTRICT at acceptance.

**CLOSE OUT PHASE**

1. The ARCHITECT’S responsibility to provide Services for the Close Out phase under this AGREEMENT commences with the Contractor’s request for a punch list walk and terminates at the close out the PROJECT with the Division of the State Architect.

2. ARCHITECT including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
   a. ARCHITECT shall provide DISTRICT and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.
   b. ARCHITECT shall walk with DISTRICT and contractor to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
   c. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.
   d. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.

3. ARCHITECT shall evaluate the success of any required maintenance period upon completion of the timeframe. ARCHITECT will confirm that the requirements for the maintenance period were met with a follow up report to the DISTRICT.

4. ARCHITECT shall provide architectural/engineering advice to the DISTRICT on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including
consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.

5. The ARCHITECT shall work with the DISTRICT and their consultants in complete close out of the PROJECT. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.

6. ARCHITECT shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.
ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

The following extra services to this AGREEMENT shall be performed by ARCHITECT if needed and requested by the DISTRICT.

1. Making revisions in drawings, specifications or other documents when such revisions are:
   a. Inconsistent with approvals or instructions previously given by the DISTRICT.
   b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
   c. Due to changes required as a result of the DISTRICT’S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.

2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT’S schedule, or method of bidding or negotiating and contracting for construction.

3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT’S design errors and omissions.

4. 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.

5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.

6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT’S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the ARCHITECT and each sub-consultant involved in the PROJECT.

<table>
<thead>
<tr>
<th>Architectural Services</th>
<th>Fee Per Hour</th>
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<tbody>
<tr>
<td>Project Executive</td>
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<tr>
<td>Principal Architects</td>
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<tr>
<td>Associate Architect</td>
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<td>Project Architect</td>
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<tr>
<td>Position</td>
<td>Rate</td>
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<tr>
<td>---------------------------------------------------</td>
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</tr>
<tr>
<td>Draftsperson/CAD Operator</td>
<td>$115.00</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$175.00</td>
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<tr>
<td>Special Services: CEO/Principal Consultant</td>
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<tr>
<td>Clerical</td>
<td>$70.00</td>
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<tr>
<td>Other</td>
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**Structural Engineers** **KNA Structural Engineers**

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<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Principal Engineer</td>
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<tr>
<td>Project Engineers</td>
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<tr>
<td>Draftsperson/CAD Operator</td>
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<tr>
<td>Clerical</td>
<td>$95.00</td>
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<tr>
<td>Other</td>
<td>$192.00</td>
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**Mechanical Engineers** **TK1SC Collatorative**

<table>
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<tbody>
<tr>
<td>Engineer</td>
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<tr>
<td>Designer</td>
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<tr>
<td>Clerical</td>
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<td>Other</td>
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**Civil Engineers** **Pomas**

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<tr>
<td>Draftsman</td>
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<tr>
<td>Clerical</td>
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<tr>
<td>Other</td>
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**Landscape Architects** **RLA**

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<tr>
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<td>Associate Planner</td>
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<td>Technical Assistant</td>
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<tr>
<td>Other</td>
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<tr>
<td>Position</td>
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<td>----------------------------------</td>
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<tr>
<td><strong>Estimator</strong> <strong>HL Construction Management</strong></td>
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<tr>
<td>Principal</td>
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<td>Senior Estimator/Scheduler</td>
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<td>Clerical</td>
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</tr>
<tr>
<td>Other</td>
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<tr>
<td><strong>Electrical Engineers</strong> <strong>TK1SC Collaborative</strong></td>
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<tr>
<td>Principal Engineer</td>
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<tr>
<td>Designer</td>
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<tr>
<td>Draftsperson/CAD Operator</td>
<td>$115.50</td>
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<tr>
<td>Clerical</td>
<td>$104.50</td>
</tr>
<tr>
<td>Other</td>
<td>$148.50</td>
</tr>
</tbody>
</table>

** Indicates 10% administrative mark-up has been applied