

Board of Trustees Agenda Item

Board Meeting Date: February 1, 2010

Title of Item:

Measure E Consent

Background and Analysis:

Aggregate amount for these items is \$457,752

De Anza College –

- A) Joni L. Janecki & Associates, Inc. – PAA #D02 – Master Landscape Phase II - \$40,000
- B) Allana Buick & Bers, Inc. – PAA #D20 – PE Shower Repairs - \$24,205
- C) Salas O'Brien Engineers, Inc. – PAA #D-03 – Minor Improvements: Science Center Fire Sprinklers - \$9,960
- D) Sandis – Agreement for Design Professional Services – Master landscape Phase II - \$180,720

Foothill College –

None

Central Services –

- E) Cody Anderson Wasney Architects, Inc. – Design Professional Service Agreement – Renovation of the District Office Building - \$202,867

Charles Allen, Executive Director of Facilities, Operations, and Construction Management, Tom Armstrong, Director, Bond Program Management, De Anza College, recommend that Measure E consent items be ratified/approved by the Board of Trustees.

Submitted by:	Charles Allen, Executive Director, Facilities, Operations, & Construction Management
Additional contact names:	Tom Armstrong, Dir. Bond Program/DAC, Art Heinrich, Dir. Bond Program/FHC
Is backup provided?	Yes

8/1/03

**PROJECT AUTHORIZATION AMENDMENT D02 to the
MASTER FORM OF AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and JONI L. JANECKI & ASSOCIATES, INC. dated 02/01/10**

This Project Authorization Amendment is executed between the FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT, ("District") and Joni L. Janecki & Associates, Inc. ("Consultant") pursuant to the MASTER FORM OF AGREEMENT dated 04/06/09 between Foothill-De Anza Community College District and Joni L. Janecki & Associates, Inc., which is incorporated herein by this reference.

1. Assigned Project Description:

Measure E Program – De Anza College
PROJECT No: 765-278 Master Landscape Phase II

2. Consultant Compensation:

Compensation for Project Authorization Amendment D02 shall be based on a:
Time & Material Not-to-Exceed Hourly Basis with a total value of Forty Thousand Dollars (\$ 40,000) and includes reimbursable expenses of Five Thousand (\$ 5,000).

These fees will be allocated to specific tasks through a budgetary review and pre-approval process per task. The total amount acts as a holding account for a range of Master Planning consultation work to be performed by the Consultant, and based upon the following rate schedule:

Joni L. Janecki & Associates' 2009 Hourly Fee Schedule

(Rates are subject to change on an annual basis and will be issued as an addendum to this agreement)

JONI L. JANECKI & ASSOCIATES, INC.

Principal	\$150.00/hr.
Senior Designer/Landscape Architect	\$110.00/hr.
Project Manager/Designer	\$ 95.00/hr.
Draftsperson	\$ 85.00/hr.
Clerical	\$ 60.00/hr.

A. Schedule of Values & Allocation of Project Architect Fee for:

A. Consultant's Professional Services	\$ 35,000
Subtotal Fee	\$ 35,000
Reimbursable Expenses (Not to Exceed)	\$ 5,000
Total Value	\$ 40,000

B. Reimbursable Expenses: In conjunction with Article 11.3 of the Board of Trustee approved Master Form of Agreement.

C. Additional Services: per Consultant's Annual Hourly Rate Schedule.

3. Schedule:

Basic Services Project Schedule: Dates are approximate; exact dates are subject to change by the District with no impact on contract pricing.

Approximate Start: Feb. 2010

4. Basic Services:

Architect will provide design review and coordination with other District consultants for the Measure E program and the remaining defined projects. Reference the Master Form of Agreement for detailed scope criteria of Master Plan development as well as PAA D01 for additional defined scope. Consultant's work through this PAA D02 supports the District's requirements and supports the overall Master Plan objectives and goals. The following scope of this PAA is further defined to include but not limited to:

1. Provide design coordination and suggestions to refine design development through reviews of various campus site elements including these projects:
 - a. Fire Lanes
 - b. Site Lighting Phase II
 - c. Pathway Improvements
 - d. ADA Improvements
 - e. Paver Improvements
 - f. Landscape and Irrigation
 - g. Signage
2. The Consultant will review the aforementioned Master Planning elements for coordination, cohesiveness, constructability and design intent. They will assist in developing and refining design intent submitted by other consultants. They will provide the campus with full-size drawing "mark-ups" that will be reviewed by the respective consultants and campus representatives.
3. The Consultant will review and comment on the revised survey by the Civil Engineer. This may include a full-day site-walk with the campus and engineering staff. The Consultant will provide the campus with comments (including full-size drawings with red-line comments) from this site-walk.
4. The Consultant will attend review meeting(s) as needed with all campus consultants involved in the Master Planning design process, including civil and electrical engineers and surveyors.
5. The Consultant will work in coordination with Campus representatives to prioritize and sequence projects based upon the Master Plan review and coordination.

Meetings

Project Team Meetings will be held throughout the design coordination phases. The Consultant will be available for regular Project Team Meetings with the Owner's Representative, Campus Staff and other projects' consultants. This contract assumes regular meetings monthly; as well as, any meetings with design committee, campus representatives, and user team meetings as necessary.

During the various design phases, the Consultant shall be responsible for issuing agendas and recording meeting minutes. Minutes shall be issued within 5 days of the design meetings.

Project Coordination

The Consultant will coordinate the work between various disciplines including, but not limited to: Arborist, Irrigation Consultant, Civil Engineers, Electrical Engineers, Owner's Representative, and Campus Staff as necessary to complete the reviews as they relate to Landscape Master Plan documents.

All fees associated with project coordination are included in this PAA.

General

The Consultant will maintain regular contact with the Owner's Representative and other involved parties in the interest of coordinating information.

Prior to selecting and engaging with other consultants, the Consultant will obtain approval from the Owner's Representative. For this project the Consultant has selected the following sub-consultants:

Irrigation Consultant
James D. Eddy Associates – Landscape Irrigation Engineers

Civil Engineer
Nolte Associates, Inc. – Civil Engineers (as needed)

Design Reviews

Design reviews will be conducted at each design submittal and review comments will be issued to the Consultant. The Consultant (s) shall review and respond to all design review comments in a timely basis.

5. Invoicing Requirements.

Remit all invoices to:

GilbaneMAAS Accounting (Measure E)
Foothill Community College
12345 El Monte Road
Los Altos Hills, CA 94022

All invoices should include the following information:

- Measure E
- Project Number & Name: 765-278 MASTER LANDSCAPE PHASE II
- PAA D02
- Purchase Order Number
- Schedule of Values with percent of completion
- Backup billing data

6. Insurance Requirements per the Master Form of Agreement (Article 9.9).

- All insurance requirements are applicable per the Master Agreement. Additionally Insured Certificates will also be submitted listing Foothill – De Anza Community College District.

Dated: _____

Dated: _____

DISTRICT

Foothill – De Anza Community College District
A California Community College District

CONSULTANT

Joni L. Janecki & Associates, Inc.

By: _____

Charles Allen
*Executive Director of Facilities, Operations,
and Construction Management*

By: _____

Joni L. Janecki
Owner and Principal

**PROJECT AUTHORIZATION AMENDMENT D20 to the
MASTER FORM OF AGREEMENT between FOOTHILL-DE ANZA COMMUNITY COLLEGE
DISTRICT and ALLANA BUICK & BERS, INC. dated 02/01/10**

This Project Authorization Amendment is executed between the FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT, ("District") and Allana Buick & Bers, Inc. ("Consultant") pursuant to the MASTER FORM OF AGREEMENT dated 05/09/01 between the District and the Consultant, which is incorporated herein by this reference.

1. Assigned Project Description:

Measure E Program – De Anza College
PROJECT No: 765-277.c PE Shower Repairs

2. Consultant Compensation:

Compensation for the Consultant services shall be a: **LUMP SUM CONTRACT PRICE**

Compensation for Project Authorization Amendment D20 shall be based on a lump sum total value of Twenty-Five Thousand Two Hundred And Five Dollars (\$25,205) and includes all reimbursable expenses.

A. Schedule of Values & Allocation of Project Consultant's Fee for:

Waterproofing Repairs: Women's Shower Room Located in PE-6

Architect/Engineering Services to include: Design, Construction Bid Documents, Construction Cost Estimate, Meetings, Construction Administration, Construction Monitoring & Inspection Services.

Design services for DSA Submission is not currently included in basic services.

A.	Condition Assessment, Design Development, Construction & Bid Documents	\$ 13,240
B.	Estimate of Construction Costs	\$ 1,500
B.	Bid Phase	\$ 1,700
C.	Construction Administration, Construction Monitoring & Inspection Services, & Project Closeout	\$ 6,565
	Subtotal Fee	\$ 23,005
	Reimbursable Expenses (Project Total, Lump-sum Not to Exceed)	\$ 1,200
	Total Value	\$ 25,205

\$24,205

B. Reimbursable Expenses: In conjunction with Article 11.3 of the Board of Trustee approved Master Form of Agreement, all reimbursable expenses shall be included in the above stated value as a lump-sum not-to exceed value for the entire project.

C. Additional Services: per Consultant's Rate Schedule.

Allana Buick & Bers, Inc.

Principal	\$ 225.00/hr.
Consultant	\$ 160.00/hr.
CAD Technician	\$ 105.00/hr.
Construction Administrator/Inspection	\$ 160.00/hr.

3. SCHEDULE

Basic Services Project Schedule: Dates are approximate; exact dates are subject to change by the District.

Approximate Project & Design Start: Jan 2010

PHASE		Duration (weeks)	Start (approx)	Finish (approx)
Condition Assessment, Design Development, Construction & Bid Documents Includes: Design Reviews	Design	8	02/01/10	04/09/10
Bid Phase Award target: 8/02/10 BOT	Bid	12	05/05/10	08/02/10
Construction Administration, Construction Monitoring & Inspection Services, & Project Closeout. Construction Schedule to be finalized with College's Program schedule. Anticipate Summer 2010.	Build	4	08/05/10	09/02/10

4. BASIC SERVICES

Provide design and coordination with other District consultants for program & project requirements.

Reference Master Form of Agreement for Detailed Scope Criteria. In addition to specified design phases that are detailed in the Master Agreement, the following scope is further defined in this PAA.

Condition Assessment & Design Development & Construction Bid Documents

Site Review to include review & assessment of one wall area opened by the District. to observe the condition of the wall sheathing and framing. The destructive removal of the sheathing will be arranged & performed by the District to provide some destructive removal to expose the existing conditions. The Consultant will review conditions & provide assessments, recommendations, and develop solutions for approval.

Provide all necessary field measurements and verifications, including new sloping for correct floor thicknesses.

Prepare a shower fixture replacement schedule based on product data & information provided by the District.

Utilize existing photos of previous shower repairs in addition to the limited destructive testing to develop construction details and specifications that will be submitted to The District for design review & comments. Plans may be provided on 8½ x 11 detailed sheets.

Prepare quality construction documents (plans, details, & technical specifications) in order for the District to seek lowest bids from qualified contractors.

The Consultant may utilize & annotate existing building floor plans and insert into construction drawings provided by the Consultant.

Provide a reviewed & approved waterproofing system & complete design.

Quality Control & Assurance: Provide criteria to achieve quality installation and proper construction. Include specifications for testing & inspection & certification of proper installation and waterproofing.

Estimate: Consultant will provide one construction cost estimate in approved format. Estimate to be performed at the completion of design documents. Additional revisions to the cost estimate are not included in Basic Services.

Once design review comments have been addressed, provide final conformed set of bid documents.

Deliverables: condition assessment, recommendations and solutions, design documents (drawings & specifications) for review, architect's responses to review comments to design documents, final construction conformed bid documents, and a construction cost estimate.

Exclusions: Ceiling design: Performing waterproofing or vapor barrier design of the ceiling is not included in Basic Services and excluded. Consultant does not know existing ceiling conditions, and the District's current direction is to design waterproofing for the walls and flooring.

DSA: DSA submission is not currently included in Basic Services.

Design Reviews: Design reviews will be conducted at each design submittal and review comments will be issued to the Consultant. The Consultant (s) shall review & respond to all design review comments in a timely basis. The Consultant's responses shall be included in each subsequent design submittal package.

Bid Phase Services

Attend a pre-bid walk-through meeting with prospective bidders, and answer questions that arise during the pre-bid meeting & bid phase.

Assist the District in addressing prospective bidder's concerns, address questions that arise regarding the bid documents.

Construction Administration and Construction Monitoring & Inspection

The Consultant will attend a pre-construction meeting to review the construction details and specifications with the contractor prior to commencement of construction activities, and answer questions that arise.

The District will perform initial submittal reviews and issue response for form, finish, fixtures, and basic plumbing items. The Consultant will assist in review of construction submittals for compliance with the contract documents including shop drawing reviews and for items of a technical nature including but not limited to all water proofing & protection, membranes, general envelope, enclosures, wall framing, fasteners, and drain connections.

Request For Information, Substitution Requests: The Consultant will reply to Contractor's Requests for Information (RFI's) & Substitution Requests with appropriate technical answers. The District to assist is this process.

Construction Monitoring & Inspection: Site visits during construction, budget of 3 hours per week for site visits by Construction Administrator for an estimated 4 weeks only. Provide inspection reports on each site visit.

Punchlist Inspections: The Consultant will provide punch-list inspections for correction of non-compliant construction items, close out administration, punchlist letter, and one follow-up punchlist walk with memorandum letter. Punchlist inspections & issued letter will serve as the baseline to help ensure contractor has met their contractual obligations including quality of installation.

Project Closeout: The Consultant will assist with project closeout documents and requirements. Including review of testing & certification, compliance, Final Acceptance, and review of any as-built plans.

MEETINGS

Project Team Meetings will be held throughout the design & construction phases.

At the initiation of the project, the Consultant shall prepare a schedule of design meetings. During design, the Consultant shall be responsible for issuing agendas and recording meeting minutes. Minutes shall be issued with-in 5 days of the design meetings.

This PAA includes time for five (6) project meetings: two design, one pre-bid, and three construction. These meetings are in addition to regular review of existing conditions, site observations, field monitoring, inspections, and general coordination.

The Consultant will be available for regular Project Team Meetings with the Contractor, Program Manager, and District Staff.

PROJECT COORDINATION

The Consultant will coordinate the work between various disciplines including the

Owner's Representative and District Staff as necessary to successfully complete this project.

The District's Facility & Plant Services will provide basic construction administration support, review of RFI's & Submittals. The Consultant will review and respond to technical questions or clarification of design intent.

All fees associated with project coordination are included in each task.

General

The Consultant will maintain regular contact with the Owner's Representative and other involved parties in the interest of coordinating information.

Prior to selecting and engaging with other consultants, the Consultant will obtain approval from the Owner's Representative.

5. INVOICING

Remit all invoices to:

GilbaneMAAS Accounting – Measure E
Foothill Community College
12345 El Monte Road
Los Altos Hills, CA 94022

All invoices should include the following information:

- Measure E
- Project Number & Name: *PROJECT 765-277.c PE SHOWER REPAIRS*
- Purchase Order Number
- Schedule of Values with percent of completion
- Backup billing data

6. INSURANCE - per the Master Form of Agreement (Article 9.9)

All insurance requirements are applicable per the Master Agreement.

Additionally Insured: Certificates shall also list Foothill De Anza Community College District, Consultants, and Gilbane.

Dated: _____

DISTRICT

Foothill – De Anza Community College District
A California Community College District

By: _____

Charles Allen
*Executive Director of Facilities, Operations,
and Construction Management*

Dated: 1/19/10

CONSULTANT

Allana Buick & Bers, Inc.

By: 
Eugene Buick
COO, Principal

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

Board of Trustees
Measure E Consent Items Submittal Form

TO: Mike Brandy, Interim Chancellor

FROM: _____(signature)
Charles Allen, Executive Director of Facilities, Operations and Construction Management

RE: Agenda Item for Board Meeting of: February 01, 2010

Public Session: X Closed Session:

Title: PAA D-03
Vendor: Salas O'Brien Engineers, Inc.
Agreement Date: December 01, 2008
Campus: De Anza College
Project Number: 765-277
Project Name: Minor Improvements: Science Center Fire Sprinklers
Amount: \$ 9,960
For: Design, procurement and construction administration services related to repairs of the DeAnza Science Center fire sprinkler system.

Action Requested: Approval

Foothill-DeAnza Community College District

**AGREEMENT FOR DESIGN PROFESSIONAL SERVICES Less than \$350,000
(short form)**

This agreement shall be used for professional services when the scope of services includes *pre-design, programming, special and conceptual studies, planning, and assessment work*. Pursuant to Civil Code section 2782.8 a design professional is defined as an architect, landscape architect, engineer, or land surveyor.

This Agreement entered this 2nd day of February, 2010, by and between the Foothill-De Anza Community College District, a community college district of the State of California, hereinafter called "District" and Sandis hereinafter called "Design Professional."

WITNESSETH

WHEREAS, pursuant to Foothill-DeAnza Community College District Board Policy 3140 and Board of Trustees Resolutions, specified District employees have the duty to engage contractors to perform sundry services for the District, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that a Design Professional be engaged by District for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Design Professional. In consideration of the payments hereinafter set forth, Design Professional shall perform services for District in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto and by this reference made a part hereof. Design Professional shall perform all the services described in Exhibit A for the sum not to exceed \$ 180,720.00.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", District shall make payment to Design Professional in the manner specified in Exhibit "A".
3. Relationship of the Parties. It is understood that this is an Agreement by and between contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Design Professional.
4. Non-Assignability. Design Professional shall not assign this Agreement or any portion thereof to a third party without the prior written consent of District, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect from February 2, 2010 through December 31, 2010 as specified in Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Design Professional. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Design Professional shall be paid for all work provided to the date of termination.

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PROJECT # 765-278

DESIGN FIRM Sandis

BREIF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

Foothill-DeAnza Community College District

6. Design Professional's Indemnity of District. To the fullest extent permitted by law, except to the extent caused in whole or in part by indemnitee, the Design Professional shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Design Professional's or the Design Professional's Design Consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of any in-place work during or after Project Completion; or (c) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Design Professional or Consultant of the Design Professional. The foregoing shall include without limitation, attorneys fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Design Professional requiring cooperation with the public agency regarding any claim by a construction Contractor.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Section 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Design Professional.

Design Professional Reimbursement of the District's Attorneys Fees and Indemnity Payment. The Design Professional shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. The insurance company shall be required to agree to a rough approximation of potential liability of the Design Professional, and agree to reimburse the District for its defense fees incurred in proportion to that approximation. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Design Professional shall within 30 days reimburse the District for all settlement monies paid. Should the Design Professional and/or its insurance company fail or refuse to proportionally reimburse the District for: (a) its attorneys fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.

Design Professional Bound to Arbitration by Other Claims. In the event of any claim, arbitration demand filed on behalf of the prime Design Professional or any Design Professional sub-consultants in which design deficiencies or errors, or Design Professional contract administration deficiencies are alleged as a basis for said claim, Design Professional agrees to participate as a party in any such arbitration or state court litigation, and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.

District's Indemnity of Design Professional. The District shall indemnify and hold harmless the Design Professional, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

7. Insurance. If applicable, insurance requirements are attached as Exhibit "I."

8. Non-Discrimination.

A. General. No person shall, on the grounds of race, color, national or ethnic origin, religious affiliation or non-affiliation, gender, marital status, sexual orientation, age, physical or mental disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

*****Page 2 of 6

PROJECT # 765-278

DESIGN FIRM Sandis

BRIEF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

Foothill-DeAnza Community College District

B. Employment. Design Professional shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Design Professional's personnel policies shall be made available to District upon request.

9. **Substitutions:** If particular people are identified in Exhibit "A" as working on this contract, the Design Professional will not assign others to work in their place without written permission from the District Purchasing Agent. Any substitution shall be with a person of commensurate experience and knowledge.

10. **Sole Property of the District:** Any system or documents developed, produced or provided under this contract shall become the sole property of the District. Notwithstanding any other provision herein, any intellectual property discovered or developed by Design Professional in the course of performing or otherwise as a result of its work hereunder shall be the sole property of the District.

11. **Contract Renewal.** This Agreement may be renewed for additional time periods as long as the original contract term plus the renewal periods does not exceed five years, provided that both parties sign the renewal, insurance coverage pursuant to paragraph 7 is still in effect, and the cost of the terms combined will not exceed (a) \$350,000.00.

12. **Expenditure Of Public Funds.** Design Professional agrees to comply with Government Code Section 8546.7 which provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000.00 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.

13. **Confidentiality.** In performing its duties hereunder the Design Professional may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232(g). The parties agree that such incidental access is not a provision or conveyance or disclosure to Design Professional of student record information in violation of section 1232(g) or of any similar state law. Design Professional agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.

14. **Merger Clause.** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of parties hereto and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the District Purchasing Agent. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions or specifications set forth herein shall prevail.

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PROJECT # 765-278

DESIGN FIRM Sandis

BREIF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

Foothill-DeAnza Community College District

Authorized Design Professional Signature	Date
Print Name	
Design Professional's Company Name	
Design Professional's Tax I.D. Number	

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By _____
Authorized signature and Date

Title

Address

Date Approved By Board of Trustees

(Board approval is required prior to commencement of services if total cost exceeds \$20,000.00.)

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PROJECT # 765-278 DESIGN FIRM Sandis

BREIF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

Foothill-DeAnza Community College District

EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and Sandis
_____, hereinafter called "Design Professional".

I. Detailed description of services to be performed and work product to be delivered to District by Design Professional: (reference and attach additional pages, if necessary)

Provide a comprehensive, accurate and up-to-date campus-wide Topographic Survey for De Anza College at a scale of 1" = 20'. This includes an aerial topographic survey followed by on-site supplemental topographic survey to precisely show the location of existing buildings and structures as well as all above-ground improvements such as planter areas, tree wells, walkways, fences, adjacent roadways and parking areas, and storm and sanitary sewer information for the entire campus. The location of utility vaults, manholes, catch basins and invert elevation information of the storm and sanitary sewers will be shown based upon the supplemental field survey. Contours will be shown at one (1) foot intervals or as appropriate to clearly define the slopes. Spot elevations will be shown to an accuracy of 0.1 (one tenth) of a foot. Finish floor elevations and building doorways / entries will be shown to an accuracy of 0.01' (one hundredth) of a foot.

Surveys to be prepared in an approved version of AutoCAD depending on District requirements. It will most likely be Version 2009. Format and layers to be reviewed and approved by District. Design Professional will coordinate with other District consultants to ensure documents are formatted appropriately for use as base documents.

Design Professional will coordinate with the District to establish a Base CAD file and index system, which will compile, utilize and incorporate existing drawings and CAD files from various District consultants (example: Tree Surveys with current GPS coordinates, and Master Utility Survey).

Design Professional will assist the District in establishing CAD standards to be utilized with other District consultants.

II. Amount and Method of Payment: (indicate lump sum payment or rate of pay; also include a list of tasks which must be completed prior to each progress payment and show the timeline for progress payments, if applicable)

Aerial Survey and Fly Points	\$ 26,560
Supplemental Topographical Survey	\$ 97,740
AutoCAD Drafting	\$ 51,270
Reviews / Plotting / Administration	\$ 5,150

Total Value (including all reimbursable expenses) \$180,720

In any event, the total payment for services of Design Professional shall not exceed \$180,720.00 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until December 31, 2010.

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PROJECT # 765-278 DESIGN FIRM Sandis
BRIEF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

Foothill-DeAnza Community College District

Exhibit "I" Insurance Requirements

Contractor shall not commence work under this Agreement until required insurance has been approved in writing by District. Certificates of insurance, in form and with insurers acceptable to District (A M Best rating of A-VII or better or otherwise approved by District Risk Manager) shall be submitted to District Risk Management Department. Such certificate shall evidence all coverages and limits required by District in this Agreement and shall specify that insurers will give District thirty (30) days prior written notice of non-renewal or cancellation.

Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:

1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
4. Professional Liability insurance, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$50,000 each claim.

If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance.

Maintenance of the required insurance is a material condition of this Agreement and failure to maintain such insurance may, at the District's option, result in a declaration of material breach and suspension of Contractor's further work under this Agreement.

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PROJECT # 765-278 DESIGN FIRM Sandis

BREIF DESCRIPTION OF TYPE OF SERVICE De Anza Campus - Civil Topographic Survey

**Standard Form of Agreement Between
The Foothill-De Anza Community College District
and
Cody Anderson Wasney Architects, Inc.**

AGREEMENT made as of February 2nd in the year Two Thousand, Ten between the District:
Foothill-De Anza Community College District
12345 El Monte Road
Los Altos Hill, Ca 94022

and the Architect:
Cody Anderson Wasney Architects, Inc.
455 Lambert Avenue
Palo Alto, CA 94306

***For the following Project:
Foothill College: Renovation of the District Office Building***

WHEREAS, in connection with the design, bidding and construction of the Projects, the District has retained Gilbane/Maas ("the Program Manager") to provide services as the District's representative in connection with the design, bidding and construction of the Projects.

WHEREAS, the District has identified the Project to be designed, bid and constructed at the District's Foothill College Campus; the Project identified consists of facility upgrades to support existing facilities ("the Project"), described as follows:

The renovation of the existing District Office Building and the first floor of the Annex building consists of minor programming and layout rearrangement. Total District Office building area is approximately 12,000 square feet and total Annex building area is approximately 996 square feet. The renovation to these buildings will consist of accessibility improvements (restrooms, stairs/ramp, handrails, entrances and site access), replacement and upgrade to the mechanical and electrical systems and new interior finishes.

WHEREAS, the Architect and its Design Consultants are each duly qualified and properly licensed/registered to provide and perform all Services under this Agreement.

NOW THEREFORE, the District and the Architect agree as follows:

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 Performance of Services. The Architect's Services consist of all services performed by the Architect, Architect's employees and Design Consultants as enumerated in Articles 2 and 3 of this Agreement, including basic Services, Additional Services, and Contingent Additional Services.

1.1.2 Schedules. The Services shall be performed in an expeditious manner, consistent with professional skill and care and the orderly progress of Project design, bidding and construction. The District and Architect will mutually agree upon start/finish dates for the Services or if required by the District, the Architect shall prepare a schedule (the "Architect Schedule") which identifies the principal activities of the Services to be performed or provided by the Architect for the Project and which graphically illustrates the planned progression of the Services. The Architect Schedule shall be submitted to the District for review and comment; the Architect shall revise the Architect Schedule as necessary to obtain the District's acceptance of the Architect Schedule for the Project. Time limits established by the Architect Schedule accepted by the District shall not, except for reasonable cause, be exceeded by the Architect or District.

1.2 STANDARD OF CARE The Architect, its Design Consultants and their respective officers, agents, employees, subcontractors, consultants or any persons or entities providing or performing any of the basic Services or authorized Additional Services or Contingent Additional Services for the Project shall provide or perform such services consistent with their respective applicable standards of care for school construction under all applicable laws, codes, and standards for those providing such services for projects of the type, scope and complexity of the Project.

1.3 PARTNERING District and Architect shall cooperate and participate fully in Partnering at all levels and among all the parties involved in this Project, and at their own expense without additional compensation. Partnering shall mean both formal and informal interaction between and among all the parties involved in the Project, including, but not limited to, District representatives, the Architect and its Design Consultants, the General Contractor and key Subcontractors, the Program Manager, and any outside entities as designated by the District to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

2.1 SERVICES: DEFINED The Basic Services consist of those described in this Article 2. To the extent deemed necessary by the Architect, the Architect shall employ architects, mechanical, electrical, structural, civil engineers and landscape architect licensed as such by the State of California, and such other consultants as agreed to between District and Architect that are necessary for the provision of services under this Agreement. All consultants provided by the Architect shall be paid by the Architect. The Architect shall submit, for approval by the District, names of consultants for each professional element of service of the Project. District-approved consultants provided under Basic Services shall be as named below.

<u>Consultant Name</u>	<u>Discipline</u>
Degenkolb	Structural
Timmons	Mechanical/Electrical/Plumbing
Sandis	Civil
Miller Studio	Landscape

Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by Architect under the terms of this Agreement. The Architect is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

- 2.1.1 Architect shall designate a principal or staff member as the Project Architect or Project Engineer. So long as the Project Architect or Project Engineer performs in a manner acceptable to District, and remains in Architect's employ, the Project Architect or Project Engineer shall remain in charge of all design and other services required under this Agreement, including attending design-related meetings for the Project. Unless a substitution mutually acceptable to Architect and District is made, District-approved Project Architect or Project Engineer shall be the persons named below.

Montgomery Anderson, AIA
Scott Smithwick, Associate

- 2.1.2 Architect shall assist District in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.
- 2.1.3 Architect shall use due professional care to abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.4 Architect shall cooperate with other professionals District may employ for related work.
- 2.1.5 To the extent required by the District, Architect shall consult with authorized employees, agents, and representatives of the District and the individual Colleges relative to the design and construction of the Project. The Architect shall prepare an electronic written record of all such meetings and consultations and shall provide the Program Manager with the resulting notes for distribution within five (5) days.
- 2.1.6 Architect shall review the surveys; existing record documents; seismic data; mechanical, geotechnical, and other test reports; environmental documents including the Environmental Impact Report, and any other documentation furnished by District. From an examination of the site and a review of available information, Architect shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend in writing the manner in which it be provided and the needed services obtained. Architect may rely on the information provided by District but only to the extent such reliance is consistent with Architect's Standard of Care under this Agreement.
- 2.1.7 Review, approval or acceptance of Architect's work whether by District or others and whether during Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase,

Guarantee to Repair Period, or otherwise, shall not relieve Architect from responsibility for errors and omissions in Architect's work.

2.1.8 In accordance with the applicable professional standard of care, the Architect shall prepare Construction Documents in compliance with applicable laws, codes, rules, regulations, ordinances, and standards including, without limitation, those listed in Attachments A through I.

2.1.9 DELIVERABLES

In addition to the foregoing, the basic Services to be completed by the Architect for the Project, are further defined under Attachments 'A thru C' – Design Criteria. The Architect's basic Services shall also include the coordination of documents provided by District consultants.

2.2 DESIGN DEVELOPMENT PHASE

2.2.1 Design Development Documents. The Architect shall prepare, for approval by the District, Design Development Documents consisting of Drawings and other documents which fix and 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. See Attachment "B" - Design Development Criteria. See Attachment "D" - Project Schedule for expected completion of 100% Design Development Drawings.

2.2.2 District Review of Design Development Documents. Upon achieving completion of the Design Development Documents, the Architect shall provide the District with four (4) printed copies and two (2) electronic copies in an approved format of the same for the District's review of Constructability, Maintenance and/or Operations issues. The Architect shall prepare a document itemizing District review comments and recommended value engineering measures and shall respond to each item, indicating the proposed disposition of each. The Architect shall identify those items that may have unintended effects on the Project design.

2.2.3 Construction Cost Estimate. The Architect shall prepare a detailed Construction Cost Estimate of the completed Design Development Documents that include District review comments. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project by more than 10%, without fault or neglect of the District, the Architect shall revise the Design Development Documents so that the detailed Design Development Cost Estimate conforms to the District's Construction Budget for the Project. The validation of the revised Design Development Documents shall appear in the Construction Design Documents to reflect the Design Development Document changes that bring the project back into compliance with the District's Construction Budget.

2.2.4 Value Engineering. The Architect shall cooperate with the Program Manager so that the Project continues to meet the budget in its final

Design Documents phase. The Architect shall suggest alternative materials, systems or solutions to improve value to the District and/or reduce project cost, and shall provide design information and alternatives and necessary cost calculations to the District and/or the Program Manager to support their suggestions. The Architect's participation in Value Engineering may require participation in associated workshops or meetings.

The Architect shall incorporate into the final Design Documents those District comments and Value Engineering items approved by the District for inclusion into the Project.

2.3 CONSTRUCTION DESIGN DOCUMENTS PHASE

2.3.1 Construction Design Documents. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Design Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The one hundred percent (100%) completed Construction Design Documents shall be completed as shown in Attachment "D" - Project Schedule. The Architect shall provide fully engineered Drawings and shall not, without the District's written consent, use "Deferred Approval" or "Design-Build" items that require the Contractor to furnish design engineering services beyond those normally required for construction means, methods, techniques, and sequences. The District may, in its sole and exclusive discretion, withhold, limit or restrict any request for consent to utilize "Deferred Approval" or "Design-Build" items in the Construction Design Documents. The Architect shall review the District's General and Special Conditions and shall prepare the Construction Design Documents to coordinate with those documents.

2.3.2 50% CD Construction Cost Estimate. The Architect shall prepare a detailed Construction Cost Estimate of the fifty percent (50%) completed Construction Design Documents. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project by more than 10%, without fault or neglect of the District, the Architect shall revise the Construction Design Documents and/or proceed with alternative design solutions so that the detailed Construction Cost Estimate for the Project conforms to the District's Construction Budget for the Project. If requested by the District, the Architect shall propose additive or deductive bid alternates and incorporate those approved by the District into the Construction Design Documents.

2.3.3 Finishes Selection. The District shall approve all finishes proposed by the Architect - who may be required to produce mock-ups and finishes boards as required or requested. The Architect shall endeavor to

conform all suggested finishes to District standards for existing structures.

- 2.3.4 District Review of 100% Construction Design Documents. Upon achieving one hundred percent (100%) completion of the Construction Design Documents, the Architect shall provide the District with four (4) printed copies and two (2) copies in an approved electronic format of the same for the District's review. Architect will conduct a meeting to review the 100% Construction Design Documents with the District, College, and pertinent groups to review and approve them.
- 2.3.5 Constructability Review of 100% Construction Design Documents. The Architect shall provide the District with four (4) printed copies and two (2) electronic copies in an approved format of the Construction Design Documents submitted to DSA for review and approval for purposes of the District's conducting a Constructability Review .
- 2.3.6 Governmental Approvals. The Architect shall assist the District in filing documents and obtaining approvals required by governmental authorities having jurisdiction over the Project including filings and approvals from DSA and the Fire District. The foregoing includes submitting for approvals, submitting applicable permits and other items necessary for approval of the Construction Design Documents, bidding of the Assigned Project, and construction of the Project. The Architect shall provide the District and its Program Manager periodic budget/estimate updates at DSA and/or Program Manager back check, and at issuance of each addenda, so the District may better monitor and control costs related to DSA or other jurisdiction's requested revisions or changes.
- 2.3.7 100% CD Construction Cost Estimate. The Architect shall prepare a detailed Construction Cost Estimate of the one hundred percent (100%) completed Construction Design Documents. If the Construction Cost Estimate materially exceeds the District's Construction Budget for the Project, without fault or neglect of the District, the Architect shall revise the Construction Design Documents so that the detailed Construction Cost Estimate for the Project conforms to the District's Construction Budget for the Project.
- 2.3.8 Bid Documents. The Architect shall produce a final set of documents suitable for reproduction for bidding. The Bid Documents shall include the design review and constructability comments approved by the District for inclusion into the Bid Documents, shall incorporate the requirements of governmental authorities having jurisdiction, and shall include approved value engineering modifications required to meet the District's Construction Budget. The Architect shall assemble a complete bid set that includes contract conditions, bidding requirements and other documents provided to the Architect by the District, and shall provide the District with one (1) printed copy suitable for reproduction, two IDENTICAL copies in an approved electronic format, and three additional (3) printed copies.

- 2.3.9 The Architect shall prepare a document itemizing all District review comments, constructability review comments, governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the Bid Documents.

2.4 BIDDING OR NEGOTIATION PHASE

- 2.4.1 Bidding Process. The Architect shall assist the District in obtaining bids from Contractors for construction of the Project, and assist in awarding and preparing the Construction Contract for the Project for execution. The Architect's assistance shall include typical bidding issues and practices such as conducting the pre-bid job walk, attending pre-bid meetings, responding to bidder inquiries, assisting the District in issuing bid addenda, recommendations for developing alternate bid items and selection of the same for inclusion in the Construction Contract to be awarded, bid proposal reviews, and recommendations for award of the Construction Contract.

2.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 2.5.1 Duration of Construction Phase. The Architect's responsibility to provide basic Services for the Construction Phase of the Project under this Agreement commences with the award of the Construction Contract for the Project and terminates upon acceptance by all authorities having jurisdiction, or upon the District's written acceptance of the completed Project or written notice from the District that services are no longer required.
- 2.5.2 Administration of Construction Contract. The Architect shall provide administration of the Construction Contract for the Project as set forth below. The Architect's services in connection with administration of the Construction Contract for the Project shall be performed in a manner complementary to others providing services related to construction of the Project and/or administration of the Construction Contract for the Project, including, without limitation, the District, the Inspector of Record (IOR), the Program Manager, and providers of testing and/or inspection services required for Project construction.
- 2.5.3 Architect Duties. Duties, responsibilities and limitations of authority of the Architect in connection with administration of a Construction Contract for the Project shall not be restricted, modified or extended without written agreement of the District and Architect. The District shall be solely responsible for ensuring that any agreement between the District and Contractor or any other party constructing a portion of the Project is in conformance with the terms and conditions contained in this Agreement. If the Agreement between the District and Contractor or other party requires services of the Architect beyond the basic Services described in this Agreement, the District agrees that the Architect shall be compensated for such services, if provided, as Additional Services or Contingent Additional Services.

- 2.5.4 Architect As Representative of the District. The Architect shall be a representative of and shall advise and consult with the District during construction of the Project until Final Payment to the Contractor for the Project is due, up to one year after the date of Substantial Completion of the work and the District's written acceptance of the completed Project or written notice from the District or Program Manager that services are no longer required. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified by written instrument. The Architect's Standard of Care in its capacity as District representative is the applicable Professional Standard of Care.
- 2.5.5 Site Observations. The Architect and any of the Architect's consultants appropriate to the stage of work shall visit the construction site and attend weekly on-site job meetings to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents and approved Contract Schedule. The Architect shall coordinate scheduling of site visits with the Program Manager and all Architect contacts with Contractors shall be through the Program Manager. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the District informed of the progress and quality of the Work, and shall endeavor to guard the District against defects and deficiencies in the Work. However, this duty to endeavor to guard is not a guarantee that there will not be construction errors or omissions. The Architect and Architect's major Consultants are required to issue written Field Reports, at a minimum every month until Occupancy, outlining work in place to date, and any notification of deficiencies given to the Program Manager. *(More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.3.9 (Additional Site Observations)).* The Architect shall promptly advise the District of any work which the Architect believes is not in conformity with the Contract Documents.
- 2.5.6 Contractor Responsibilities. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Construction Contract. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; provided, however, that the Architect shall keep the District informed of any material failure of the Contractor's Progress Schedule to comply with applicable requirements of the Construction Contract Documents or material failure of the Contractor to construct the Project in accordance with the Construction Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Program Manager, Contractor,

Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

- 2.5.7 Architect's Access to the Work. The Architect shall at all times have access to the Work of the Project wherever it is in preparation or progress.
- 2.5.8 Project Communications. Unless direct communication has been specifically authorized, the Architect and Contractor shall communicate through the Program Manager. Communications by and with the Architect's Consultants shall be through the Architect. The Architect and Architect's major Consultants shall utilize computer-based communication tools to maintain expedited work flow and the distribution of information with the Program Manager and the Architect (email for correspondence, Prolog Web for RFI, Submittals and other information reporting, etc. as the District deems appropriate for the project.)
- 2.5.9 Rejection of Work. The Architect shall have authority to recommend that the District reject Work that does not conform to the Construction Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Construction Documents, the Architect shall have authority to require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- 2.5.10 Review of Submittals. The Architect shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Documents, but only for the limited purpose of checking for general conformance with the design concept expressed in the Construction Documents. If the Construction Documents require the Contractor to prepare a Progress Schedule which includes submission and review of Submittals as Progress Schedule activities and the Architect is afforded the opportunity to participate in the District's review and approval of the Contractor's Progress Schedule, the Architect's review of Submittals shall conform with the final approved Contractor's Progress Schedule. If the Construction Documents do not require, or if the District elects to waive the requirement that the Contractor prepare a Progress Schedule, the Architect's review of Submittals shall be completed within a reasonable time so as not to delay, hinder or interrupt the orderly progression of construction of the Project and completion of Project construction within the Construction Contract Time. The timeframes for the Architect reviews or re-reviews shall be no longer than the following: Shop Drawing and Submittals – twenty-one (21) calendar days; and High Priority Items – five (5)

business days. These timeframes can only be changed by the District. If any of these timelines cannot be met, the Program Manager and/or the District shall be informed prior to the timeframe expiration. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents. The Architect's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate review of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, 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 Contract Documents. **The Architect or its consultants shall not approve any substitutions proposed by the Contractor without the express, written consent of the District's authorized representative.** The timeframes for the Architect's reviews or re-reviews of Substitutions including approvals by the District's authorized representative shall be no longer twenty-one (21) calendar days.

- 2.5.11 Response to Contractor Questions: The timeframes for the Architect's responses to requested information shall be no longer than the following: Requests for Information (RFI's) – or Requests for Clarification (RFC's) – seven (7) calendar days.
- 2.5.12 Changes. In consultation with the District, the Architect shall assist in the development of procedures, forms, and processes for the issuance and evaluation of Changes or potential changes to the Work. The Architect shall prepare such Orders with supporting documentation and data for the District's approval and execution in accordance with the Construction Documents, and may authorize minor changes in the Work not involving an adjustment in the Construction Contract Price or an extension of the Construction Contract Time and which are not inconsistent with the intent of the Construction Documents. The Architect shall assist the District in evaluating Change Proposals of the Contractor and shall advise the District of the nature, extent and scope of Change Proposals along with alternatives. The Architect shall make recommendations to the District for issuing Change Orders (including specific adjustments of the Construction Contract Price and the Construction Contract Time) on account of Change Order Requests, Change Proposals, Construction Change Directives or other actual or potential Changes to the Work. The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Program Manager for the District's approval and execution in accordance with the Contract Documents.

2.5.13 Substantial Completion; Final Completion. The Architect, assisted by the Program Manager and Inspector of Record, shall conduct inspections to determine the date or dates of Substantial Completion and the date or dates of Final Completion. The Architect shall generate a punch list, as needed and requested by the Program Manager, of all incomplete or unaccepted items of work to assist and facilitate the completion of the Project by the Contractor. The Architect shall forward to the Program Manager all warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Architect shall complete all DSA closeout procedures and requirements, including but not limited to, completion certificates, testing reports, and change order approvals. The Architect shall provide the District a detailed listing of documents delivered to DSA along with proof of delivery. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents. The Architect shall determine and certify the date of Final Completion.

2.5.13.1 Commissioning. The Architect and its Design Consultants shall participate in the commissioning of the project and startup process and assist any third-party commissioning agents engaged by the District for such purposes. Attendance of MEP systems Design Consultant(s) shall be required at all commissioning meetings.

2.5.13.2 Project Closeout and Commissioning. The Architect shall assist the Program Manager in meeting its obligation to closeout the construction phase of the project within 90 days of Substantial Completion. This includes, but is not limited to responding to and obtaining DSA approvals, for all RFI's, PCO's, CO's, requests for guidance, punch list inspections, issuance of completion certificates, or any other required documentation needed to close out the project including submitting all final DSA documentation. Unless directed otherwise by the District, the only exception to the 90 day construction closeout window is the commissioning process. The commissioning process (by others) will extend beyond the closeout window. If the Design Professional, given appropriate guidance, as well as timely requests and responses by the Program Manager, District, and Contractor, fails to assist the Program Manager or causes the Contractor to not be able to close out the project within 90 days, the Architect may be subject to any additional costs from the District or Program Manager caused by that failure if it is determined to result from professional negligence of the Architect.

2.5.14 Disputes; Interpretations Under the Construction Contract Documents

2.5.14.1 Arbiter of Disputes. The Architect shall interpret and decide matters concerning performance of the District and Contractor under the requirements of the Construction

Documents on written request of either the District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Architect's decisions on claims, disputes or other matters, including those in question between the District and Contractor, except for those relating to aesthetic effect as provided in Article 2.6.14.3 Aesthetic Effects, may be subject to arbitration as provided in this Agreement and in the Construction Documents.

2.5.14.2 Architect's Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both District and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.5.14.3 Aesthetic Effects. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

2.5.15 Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Program Manager and the Contractor, the Architect shall note the conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Documents ("the Punchlist"). The Architect shall, in conjunction with the District, the Program Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached regarding the time for the Contractor's completion of the Punchlist, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist.

2.5.16 Modification of Construction Phase Responsibilities. Notwithstanding the items of Construction Phase Basic Services described hereinabove, the scope of the Architect's Construction Phase Basic Services may be modified by mutual agreement of the District and the Architect for the Project. Modifications to the scope of Construction Phase Basic Services, if any, for the Project shall be set forth in a revision to this agreement.

ARTICLE 3. ADDITIONAL SERVICES

3.1 GENERAL. The services described in this Article 3 are not included in basic Services. If authorized by the District, Additional Services shall be paid for by the District as provided in this Agreement, in addition to the compensation for basic Services. The services described under Articles 3.2 Project Representation Beyond Basic Services and 3.4 Optional Additional Services, may be provided if authorized or confirmed in writing by the District and

Architect. If services described under Contingent Additional Services in Article 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the District in writing prior to commencing such services, stating the reason for the change and estimated changes, if any, in the Architect's Project Contract Price or Architect Schedule. If the District deems that such services described under Article 3.3 are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Contingent Additional Services is not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES If more extensive representation at the Site than is described in Article 2.6.5 Site Observations is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities. Project Representatives shall be selected, employed, and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. The furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES - Contingent Additional Services consist of:

3.3.1 Project Quality Program. To the extent that the District or the Program Manager has instituted a Project Quality Program to more vigorously observe or inspect the quality of construction as performed by the Contractor, the Architect shall conduct additional and more exhaustive observations and inspections as agreed to between the Architect and the Program Manager.

3.3.2 Revisions to Design Documents. Making revisions to the approved Design Development Documents or Construction Design Documents when such revisions are: (a) required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of such documents; or (b) due to changes required as a result of the District's failure to render decisions in a timely manner.

3.3.3 Assigned Project Changes. Providing services required because of significant changes in the Project including, but not limited to, size, quality, or complexity requested by the District.

3.3.4 Fire; Casualty. Providing consultation concerning replacement of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such damage, except to the extent that the Architect or its Design Consultants have caused or contributed to such fire or other casualty.

3.3.5 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.

- 3.3.6 Excessive Claims. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through the Architect.
- 3.3.7 Dispute Resolution Proceedings. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto or where the claims are substantially design related.
- 3.3.8 Extended Construction Duration. Providing additional Construction Administration services when the construction duration is extended through no fault of the Architect.
- 3.3.9 Additional Site Observations. Providing additional site observations when construction duration is extended through no fault of the Architect.
- 3.4 Optional Additional Services: Additional Services consist of:
 - 3.4.1 Feasibility/Special Studies. Providing financial feasibility or other special studies, beyond what is detailed within the basic Services.
 - 3.4.2 Site Analysis. Providing planning surveys, site evaluation or comparative studies of prospective sites, beyond what is detailed within the basic Services.
 - 3.4.3 Special Surveys / Studies. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project except to the extent expressly included in the basic Services under this Agreement.
 - 3.4.4 Quantity Surveys/Inventories. Providing detailed quantity surveys or inventories of material, equipment and labor, except as provided under 2.2.7 Schematic Design Construction Cost Estimate, 2.3.3 Design Development Construction Cost Estimate, and 2.4.2 and 2.4.7 Construction Design Construction Cost Estimates (at 50% and 100% CDs).
 - 3.4.5 Ownership/Operating Cost Evaluations. Providing analyses of owning, operating and life cycle costs.
 - 3.4.6 Interior Design. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, except to the extent that such items are included in the scope of the Construction Contract for the Project or included in the scope of the Architect's basic Services for the Project. Basic Services shall include sufficient furniture and equipment layout to confirm the functionality of the design.

- 3.4.7 Upgrade Electrical Service. Should the need arise to augment existing utilities with new or upgraded services, provide engineering services and architectural support for electrical substation, upgrading high voltage transformers and 480V switchgear, or the incorporation of new power sources.
- 3.4.8 Inventory of Existing Facilities. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.9 District's Agents Requirements. Services, exceeding those included in the scope of basic Services, in connection with the requirements of District's agents, representatives, vendors; i.e. bankers, insurance company, etc.
- 3.4.10 Post Final Payment. Providing services after issuance to the District of the Certificate for Final Payment for the Project except as provided under 2.6 Construction Administration which may extend the required service time period.
- 3.4.11 Record Documents. Providing services to prepare Record Design Documents or "As-Built" Drawings for the Project; provided, however, the Architect shall generally review the As-Built Drawings prepared by the Contractor for the Project to determine whether Contract has completed the as-built drawings. This general review is a part of Architect's basic Services and preparation of Record Design documentation is not.
- 3.4.12 Other Additional Services as requested may include.
Interior Design
Outside Consulting Peer Reviews
Enhanced Commissioning or Commissioning Agents
Furniture, Fixtures & Equipment
Post Occupancy Evaluations

ARTICLE 4 DISTRICT'S RESPONSIBILITIES

- 4.1 PROJECT INFORMATION. The District shall provide information regarding requirements for the Project, including a program, which shall set forth the District's objectives, schedule, constraints and criteria for the Project.
- 4.2 CONSTRUCTION BUDGET. The District shall establish and or provide a Construction Budget for the Project.
- 4.3 DISTRICT REPRESENTATIVE. The District shall designate a representative authorized to act on the District's behalf with respect to the Project. The District's Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

District designated representative shall be the person named below.

- 4.3.1 Program Management and Coordination. The District has retained a Program Manager who will act as the District's agent to direct the Architect in the performance of its responsibilities. The Architect agrees to coordinate its work and activities with the Program Manager, and to act on the Program Manager's instructions. The Architect further agrees to coordinate its work with other consultants and contractors retained by the District to work on this project or on related projects.
- 4.4 SOILS; GEOTECHNICAL SERVICES. When required by the scope of the Project, the District shall furnish the services of geotechnical and soils engineers for the Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.5 DISTRICT DESIGN CONSULTANTS. The District shall furnish the services of Design Consultants other than those enumerated in Article 2, Basic Services, when such services are reasonably required by the scope of the Project and are requested by the Architect and approved by the District. If the District approves of other Design Consultants, in lieu of the District retaining the services of such other Design Consultants, if provided in the Project Contract, the Architect shall retain such other Design Consultants.
- 4.6 TEST/INSPECTION SERVICES. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Construction Contract Documents.
- 4.7 PROJECT CONSULTANTS. Except for the Design Consultants included in the Architect's basic Services, the District shall furnish all accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the District may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.
- 4.8 ARCHITECT'S RELIANCE ON INFORMATION. The services, information, surveys and reports required by Articles 4.4 through 4.6 shall be furnished at the District's expense unless otherwise specified, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, subject to the Architect's initial review and acceptance of such information, surveys and reports, and notification to the District of apparent errors or discrepancies therein.
- 4.9 DISTRICT PROVIDED SERVICES/INFORMATION. Unless otherwise set forth in this contract, the District will provide the following information/services:
(a) hazardous materials assessment/abatement consultant and information;
(b) Site surveys and topography; (c) specification for furniture and/or other

furnishings and equipment not included in the scope of the Construction Contract awarded by the District for construction of the Project.

- 4.10 **DISTRICT NOTICE.** Prompt written notice shall be given by the District to the Architect if the District becomes aware of any fault, failure, defect, or neglect of Architect or in the services provided by Architect hereunder; provided that the failure or delay by the District in giving such notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect, except to the extent that such failure or delay of the District is prejudicial to the Architect's ability to remedy any such Architect fault, neglect or failure.
- 4.11 **AS-BUILT DRAWINGS.** The District shall require the Contractor to provide the District with as-built record drawings indicating the location and size of all underground, concealed, or imbedded construction not covered in the original drawings, change orders, supplemental drawings, or Shop Drawings. The Contractor shall be required to record such construction on reproducible drawings furnished to the Contractor by the District. The Contractor shall be required to submit completed record drawings to the Architect for review. Such a review by the Architect shall not relieve the Contractor of his or her responsibilities for the accuracy and completeness of the information recorded.

ARTICLE 5 CONSTRUCTION COST

- 5.1 **CONSTRUCTION COST DEFINED.** Construction Cost includes those costs typically included in the Construction Contract Price and shall include the total cost or estimated cost to the District for construction of all elements of a Project as designed or specified by the Architect. The Construction Cost shall include the cost at then current market rates of labor and materials furnished to the District and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Project during construction. Construction Cost does not include the compensation to the Architect under this Agreement, the costs of the land, rights-of-way, financing or other costs, which are the responsibility of the District as, provided in Article 4 District's Responsibilities.
- 5.2 **PROJECT CONSTRUCTION BUDGET** The Project Construction Budget for the Project is the total costs allocated by the District for construction of the Project, exclusive of the compensation to the Architect due under this Agreement, any Site acquisition costs, and the costs of furnishing and installing furniture, fixtures and equipment not included in the scope of the Construction Contract awarded for the Project. The Project Construction Budget may be modified from time to time by the District in consultation with the Architect, provided, that if the District and Architect are unable to mutually agree upon modifications to the Project Construction Budget for the Project, the District shall have the authority in its sole reasonable judgment to effectuate modifications to the Project Construction Budget. **The estimated**

Construction Budget for this Project, based on the scope defined in the Schematic Design Phase, is \$1,500,000.

5.2.1 Architect's Estimates. The Architect's evaluations of the District's Project Construction Budget and their detailed Construction Cost Estimates represent the Architect's best judgment as a design professional familiar with the construction industry of the then current Construction Cost to construct the Project as reflected in the then current Design Documents. It is recognized, however, that neither the Architect nor the District has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the District's Project Construction Budget or from the Construction Cost Estimate or evaluation of Construction Cost prepared or agreed to by the Architect.

5.2.2 Bid Costs Exceeding Project Construction Budget. If within one hundred and twenty (120) days of the date upon which Architect obtains final DSA approval for the Construction Documents for the Project, the District shall have solicited Bid Proposals from bidders for award of the Construction Contract and such Bid Proposals are opened by the District within said one hundred and twenty (120) days and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (1) approve an increase in the Project Construction Budget; (2) reject all bid proposals and authorize re-bidding of the Project; (3) abandon or terminate the Project; or (4) revise the Project scope, or reduce or eliminate portions of the Project so as to limit and reduce construction costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Project pursuant to (4) above, the Architect shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price; if the District elects to reject all Bid Proposals and re-bid the Project, for such subsequent re-bid(s), Architect shall perform the obligations set forth in Article 2 above in connection with such re-bid(s) without adjustment of the Contract Price for the Project.

If the lowest bona fide Bid Proposal for this project exceeds the Project Construction Budget, and if the District elects to approve an increase in the Project Construction Budget, there shall be no adjustment to the Architect's Contract Price.

5.3 DISTRICT RESPONSIBILITY FOR RE-DESIGN COSTS. The District may, in its sole discretion, engage an independent consultant to provide a Construction Cost estimate of the Project for comparison with the Architect's Construction Cost estimate for the Project. If the District's independently prepared Construction Cost estimate is reconciled with the Architect's Construction Cost estimate for the Project and both Construction Cost Estimates are within the Construction Budget for the Project, and if Bid

Proposals received for the Project exceed the Project Construction Budget as identified in Article 5.2.2 by no more than 5%, then the actual cost for the Architect to redesign the Project, modify Construction Documents, and the efforts to re-perform obligations set forth in Article 2. shall be compensated as Additional Services in accordance with Article 11. If the bids received exceed the Construction budget as identified in Article 5.2. by more than 5%, the Architect shall make all necessary revisions to the Construction Documents without adjustment to the Contract Price.

ARTICLE 6 USE OF DESIGN DOCUMENTS

- 6.1 DISTRICT OWNERSHIP. Ownership of the originals and reproducible drawings, specifications and other Design Documents prepared by or on behalf of the Architect under this Agreement, including without limitation working drawings, master plans, preliminary sketches, Architect presentation drawings, structural and other engineering calculations or computations, estimates, Schematic Design Drawings, Design Development Drawings, and Construction Drawings are and shall remain the property of the District. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said §17316 to "school district" shall be deemed to refer to the District. Upon the termination of this Agreement, termination of any Revision for the Project, or the abandonment or all or any portion of the Project, the District may use any portion of the completed drawings, specifications, estimates and other Design Documents completed at the time of termination or abandonment for any purpose relating to the Project for which the Design Documents were prepared, including without limitation, completion of Design Documents for the Project, construction of the Project, future additions, alterations, repairs, maintenance, reference, use or occupancy. The foregoing notwithstanding, the Architect shall be permitted to retain copies, including reproducible and electronic file copies of the Design Documents for information and reference, including the re-use of details contained in the Design Documents for other projects, provided that the rights of the Architect hereunder shall not be deemed to permit the Architect to use the Design Documents prepared under this Agreement in whole or in substantial part for other projects.

In the event that the District permits any unauthorized use, reuse or modification to the Design Documents by any person, firm or legal entity, the District agrees to indemnify, defend and hold the Architect, its employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of such unauthorized use, reuse or modification of the Design Documents and other documents, except where the Architect is found to be liable for such damages or losses by a court or forum of competent jurisdiction.

"Unauthorized used, reuse or modification" is defined as: the District passes along the Design Professional's Design Documents or a portion thereof to another public entity or owner without existing consent or agreement between the District and the Design Professional.

- 6.2 **ELECTRONIC FILES.** The Architect shall make available if requested to the District at each stage of its submission of Schematic Design Documents, Design Development Design Documents and Construction Design Documents, the corresponding electronic files for deliverables including Drawings and Specifications. Electronic files should be formatted in the latest version of MS Word (for Specifications and other written materials) and AutoCAD (for Drawings). All progress and final document submittals shall be both in paper and electronic formats. Wherever electronic documentation is required, the format shall be Compact Disk prepared on the most currently available version of AutoCAD. Electronic format information shall be submitted in full compliance with the CAD Layer Guidelines developed by The Task Force on CAD Layer Guidelines and published by the American Institute of Architects Press.
- 6.3 **ARCHIVE OF ELECTRONIC FILES.** Due to risk of damage, anomalies in transcription and modification during use, whether intended or otherwise, it is agreed that the Architect shall archive a copy of the electronic media transferred to the District, the contents of which it is expressly agreed shall be conclusive proof in all disputes over the content of electronic media furnished to the District. Hard paper copies of the information contained on the electronic media are available. Use of the electronic media at the District's election shall be at the sole risk of the District.

ARTICLE 7 DISPUTES

- 7.1 **CONTINUATION OF ARCHITECT'S SERVICES.** Except in the event of the District's failure to make undisputed payment of the Contract Price for the Project due Architect, notwithstanding any disputes between District and Architect hereunder, Architect shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. Unless otherwise agreed in writing, the Architect shall continue to carry out its services as provided in this Agreement and maintain its progress during any proceedings undertaken pursuant to this Article, and the District shall continue to make payments to the Architect in accordance with this Agreement, except for matters specifically relating to the dispute.
- 7.2 **MANDATORY MEDIATION.** All claims, disputes and other matters in controversy between the District and the Architect arising out of or pertaining to this Agreement or any Project Revision, shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association ("AAA") and the AAA Construction Industry Mediation Rules in effect at the time of filing a Demand for Mediation. The commencement and completion of mediation proceeding pursuant to the foregoing is a condition precedent for either the District or the Architect initiation arbitration proceedings under Article 7.3 Arbitration of this Agreement. The Architect and District shall each bear their own fees, costs and expenses incurred in connection with, or otherwise arising out of, mediation proceedings commenced hereunder.
- 7.3 **ARBITRATION.** If Mandatory Mediation under Article 7.2 is unsuccessful, all unresolved claims, disputes and other matters in controversy shall be resolved

by binding arbitration conducted under the auspices of the American Arbitration Association ("AAA") Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the Architect, the Project Manager if any, the Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Architect and District agree that any arbitration proceedings initiated between Architect and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or the Contractor. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site. In the event of any dispute between the parties which results in arbitration proceedings pursuant to this Article 7.3, the prevailing party is entitled to recover from the other party all reasonable costs (including without limitation the costs of arbitration and fees of the arbitrator(s)) and attorney's fees incurred in good faith.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1 **TERMINATION FOR DEFAULT.** This Agreement or a Project Revision may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, or a Project Revision, through no fault of the party initiating the termination.
- 8.2 **DISTRICT RIGHT TO SUSPEND.** If the Project is suspended by the District for more than 60 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Assigned Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a direct result of the suspension and the resumption of the Architect's services.
- 8.3 **DISTRICT RIGHT TO ABANDON.** A Project Revision may be terminated by the District upon not less than seven (7) calendar days' written notice to the Architect in the event that the Assigned Project is permanently abandoned. If the Project is abandoned by the District for more than 90 consecutive days, the Architect may terminate the Project Contract for the Project by giving written notice.
- 8.4 **ARCHITECT SUSPENSION.** Failure of the District to make payments to the Architect in accordance with this contract may be treated by the Architect as substantial nonperformance and cause for termination. If the District fails to make payment when due under this contract, the Architect may, upon (7) seven calendar days' written notice to the District, suspend performance of services under this Agreement. Unless the payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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. The Architect shall further have the right to retain possession of all Drawings, Specifications and other Design Documents prepared for the Project until full payment of all amounts due for services performed has been received. The Architect shall not be held liable for any claims, liabilities, costs and expenses, damages or losses that may result from any such withholding of Drawings, Specifications and other

Design Documents. No failure on the part of either party of this Agreement to exercise its rights hereunder shall be or operate as a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

8.5 COMPENSATION TO ARCHITECT. In the event of termination of this Agreement which is not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Article 8.6 District Termination for Convenience.

8.6 DISTRICT TERMINATION FOR CONVENIENCE. The District may, at any time, upon seven (7) calendar days advance written notice to Architect terminate the entirety of this Agreement for the District's convenience and without fault, neglect or default on the part of Architect. In such event, this Agreement shall be deemed terminated seven (7) calendar days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. If the District terminates this Agreement, the District shall make payment to the Architect for services provided for the Project through the date of termination plus actual costs incurred by Architect directly attributable to such termination.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 GOVERNING LAW; INTERPRETATION. This Agreement and each Revision issued hereunder shall be governed by the laws of the State of California. This Agreement and any Revision issued hereunder shall be interpreted in accordance with their fair meaning and not strictly for or against the District or the Architect.

9.2 STATUTE OF LIMITATIONS. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for the Project for acts or failures to act occurring prior to Substantial Completion of the Project, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion of the Project, except for duties performed for up to one year after substantial completion.

9.3 WAIVER OF PROPERTY DAMAGE. District and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The District and Architect each shall require similar waivers from their contractors, consultants and agents.

9.4 SUCCESSOR AND ASSIGNS. The District and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither District nor Architect shall assign this Agreement without the written consent of the other.

- 9.5 **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Architect.
- 9.6 **THIRD PARTIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Architect.
- 9.7 **ASBESTOS; PCBs; TOXIC SUBSTANCES.** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Accordingly, the District hereby agrees that no claim or suit for negligence, breach of contract, indemnity or any other cause of action will be brought by the District against the Architect, it's employees and consultants arising out of the presence of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as defined by the Environmental Protection Agency or any other public authority, in any building or structure that is the subject of services performed by the Architect on this Project. The District further agrees to indemnify, defend and hold the Architect, it's employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the presence of hazardous substances, including, but not limited to, asbestos or asbestos-related materials, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.
- 9.8 **ARCHITECT USE OF PROJECT MATERIALS.** The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.
- 9.9 **ARCHITECT AND DESIGN CONSULTANTS INSURANCE.** Unless otherwise stated in this agreement, at all times during performance of services under this Agreement, the Architect and each of its Design Consultants under this Agreement or for an Assigned Project shall obtain and maintain the following insurance coverage: Each of the Architects Design Consultants shall maintain insurance coverage equal to 50% of the amount listed below.

Workers Compensation

In accordance with applicable law

Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Aggregate	\$2,000,000

Prior to commencement of services for the Project, the Architect shall deliver to the District Certificates of Insurance evidencing the insurance coverage required hereunder for the Architect and each Design Consultant for the Project. Said Insurance Certificates shall also show the deductible or any self-insured amounts of each policy. All policies of insurance required hereunder shall be acceptable only if issued by insurer(s) authorized to issue insurance by the State of California and the insurer(s) are reasonably acceptable to the District. Coverage under each of the required insurance policies shall, whether by endorsement or otherwise, provide that the coverage there under shall not be modified, cancelled or allowed to expire without at least thirty (30) days advance written notice to the District. The District and its consultants shall be named as Additional Insured to the Commercial Liability Insurance policy of the Architect and each of its Design Consultants for the Project. The District shall have the right to withhold any and all payments due Architect until the appropriate and complete Certificates of Insurance are provided.

9.10 DSA STANDARDS. Architect understands and agrees that the Project will be subject to regulatory review and approval by the Division of the State Architect, and understands and agrees that a higher level of design drawings and construction are required to meet State of California requirements. The Architect shall manage, coordinate, and expedite when required, all necessary communications and meetings for timely resolution of all DSA issues and requirements to assist the Project Schedule and provide all timely required DSA documentation through and including close out of the project.

9.11 DEFINITIONS. Unless otherwise set forth in this Agreement, the following terms shall be as defined herein.

9.11.1 Construction Contract. The Contract for Construction awarded by the District to a Contractor for the construction the Project. The District may, in its sole and exclusive discretion award one or more Construction Contracts for construction of the Project; if the District elects to award one or more Construction Contracts for construction of the Project, references herein to "Construction Contract" shall refer to all Construction Contracts awarded by the District for the Project.

9.11.2 Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If the District awards more than one Construction Contract for construction of the Project, references in this

Agreement to the Contractor shall be deemed references to all Contractors awarded a Construction Contract for the Project.

- 9.11.3 Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for the Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect or a Design Consultant for the Project. As applicable by the context in which the term "Design Documents" is utilized, the term Design Documents includes the Design Documents prepared by or on behalf of the Architect during the Schematic Design, Design Development and Construction Documents Phases of this Agreement.
- 9.11.4 Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. Within seven (7) days of the signing of this contract by the Architect, the Architect shall submit a complete list of all Design Consultants it intends to utilize on this Project. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.
- 9.11.5 Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.
- 9.11.6 Site. The physical area for construction and related activities of the Project.
- 9.11.7 Construction Cost Estimate. Construction Cost Estimates are detailed estimates prepared by or on behalf of the Architect of the then current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative costs as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Project and shall accurately estimate the full value of the Project scope included in the Project Construction Budget.
- 9.11.8 Construction Contract Time. The Construction Contract Time is the

duration allowed under a Construction Contract awarded by the District for the Project for the Contractor to achieve Substantial Completion of construction of the Project.

9.11.9 Construction Contract Price. The Construction Contract Price is the Contract Price due from the District to a Contractor awarded a Construction Contract for the Project.

9.11.10 Project Contract Price. The Project Contract Price is the estimate of the total amount payable by the District to the Architect for the Basic Services of the Project.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE. The Project Contract Price includes the Architect's Direct Personnel Expenses and related overhead costs. These are defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, travel to and within San Francisco, San Mateo, Santa Clara, Contra Costa, and Alameda Counties, insurance and other overhead costs associated with or arising out of performance of basic Services for an Assigned Party, except for Reimbursable Expenses.

10.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.2.1 Architect Billings to District. During the course of providing basic Services, the Architect shall submit monthly billing invoices to the District for payment of the Contract Price for basic Services. Additional Services performed or incurred in the prior month shall not be billed for until receiving Architect's billings shall be in such form and format as may be reasonably requested by District, including without limitation, allocation of billings to pending Projects.

10.2.2 District Payments to Architect. Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for basic Services, and authorized Additional Services. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for Project construction. 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 such failure of performance, less costs, damages or losses sustained by the District resulting there from. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this

Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

ARTICLE 11 PROJECT CONTRACT PRICE & BASIS OF COMPENSATION

- 11.1 COMPENSATION FOR SERVICES. Compensation for Basic Services, Optional Additional Services, and Reimbursable Expenses are authorized by this Agreement as set forth below. Compensation for Hourly Not to Exceed services will be paid at the rates contained in Attachment "I".

Basic Services (lump sum)		Fees
Design Development	26%	\$50,412
Construction Documents	43%	\$83,221
DSA and Bidding	7%	\$13,431
Construction Administration	22%	\$43,303
Closeout	2%	\$5,000
Subtotal		\$195,367

Reimbursable Expense Allowance	\$7,500
Total Not to Exceed Contract Price for all Basic Services and Reimbursable Expenses	\$202,867

11.2 COMPENSATION FOR ADDITIONAL SERVICES

Compensation for the personnel of the Architect and Design Consultants performing authorized Additional Services shall be in accordance with Paragraph 10.2 for Additional Services authorized by this Agreement Revision. Costs may be solicited as needed to supplement Basic Services.

11.3 COMPENSATION FOR REIMBURSABLE EXPENSES

Compensation for miscellaneous costs incurred in the interest of the Project shall be included in the compensation for Services per section 11.1, and includes elements such as, but not limited to, local mileage incurred, reprographics, computer plotting, reproductions, courier, telephone and FAX charges. Reprographics include four (4) sets of the completed schematic design drawings, design development package and construction documents package. The following reimbursable costs are not included in the compensation for Services and shall be reimbursed at cost plus a 10% charge for administration and overhead.

- Travel Costs: The reasonable expense of travel costs incurred by the Architect or their consultants when requested by the District to travel to a location more than 75 miles from either: the project site, Campus' office(s), or the District's office, incurred in performing the work.
- Reproduction Costs: Reproduction costs of required plans, specifications, bid and contract documents beyond what are described above, including all bid sets, addenda, construction sets and

supplemental instructions or other District-requested reproduction costs.

- Plan Check/Permit Fees: Fees paid to the Division of the State Architect or other Regulatory Agency.

ARTICLE 12 INDEMNIFICATION

- 12.1 ARCHITECT INDEMNITY OF DISTRICT. To the fullest extent permitted by law, except to the extent caused in whole or in part by indemnitee, the Architect shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Architect's or the Architect's Design Consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of any in-place work during or after Project Completion; or (c) other costs or charges, to the extent the liabilities, damages and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Architect or Consultant of the Architect. The foregoing shall include without limitation, attorneys fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Architect requiring cooperation with the public agency regarding any claim by a construction Contractor.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code Section 2782.8 and shall be a Type II (comparative/proportionate) agreement and not a Type I agreement, which would otherwise shift all indemnity obligations to the Architect.

- 12.2 ARCHITECT REIMBURSEMENT OF DISTRICT ATTORNEY'S FEES AND INDEMNITY PAYMENT. The Architect shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Architect shall within 30 days reimburse the District for: (a) its attorney's fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.
- 12.3 ARCHITECT BOUND TO ARBITRATION BY OTHER CLAIMS. In the event of any claim, arbitration demand filed on behalf of the prime contractor or any subcontractor in which design deficiencies or errors, or Architect contract administration deficiencies are alleged as a basis for said claim, Architect agrees to participate as a party in any such arbitration or state court litigation,

and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.

- 12.4 DISTRICT INDEMNITY OF ARCHITECT. The District shall indemnify and hold harmless the Architect, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

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

"DISTRICT"

Foothill-De Anza Community College District

Charles Allen

*Executive Director of Facilities, Operations, and
Construction Management*

"Architect"

Cody Anderson Wasney Architects, Inc.

Montgomery Anderson, AIA
Principal

PRESIDENT
Cody Anderson Wasney Architects, Inc.

Architect Services Agreement
Foothill De Anza Community College District

Attachments to this Agreement consist of the following:

Attachment "A": Not Used

Attachment "B": Design Development Criteria

Attachment "C": Construction Documents Criteria

Attachment "D": Project Schedule

Attachment "E": Not Used

Attachment "F": Not Used

Attachment "G": Estimating Standards

Attachment "H": Project Program

Attachment "I": Hourly Rates

Attachment "A": Schematic Design Criteria

NOT USED

Attachment "B": Design Development Criteria

Design Development (DD) Criteria

Design Development Documents should consist of drawings and other documents to fix and describe the size and character of the entire Project, including Architect, structural, mechanical and electrical systems, materials, equipment and labor, safety and maintenance requirements, and energy conservation.

1. **Architect Design / Documentation** consisting of continued development and expansion of Architect Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the entire Project through:
 01. **Plans, sections and elevations**
 - A. 1/8" scale CADD (preferably) plans, including roof plan, with overall dimensions and column lines identified.
 1. Major elements such as entrances, elevators, toilet rooms, mechanical spaces and shafts located.
 2. Extent of basements (If any)
 3. Roof plan with mechanical penthouses or roof mounted equipment.
 - B. Key ACAD sections through the entire building indicating floor to floor height, ceiling height, relationship of windows and cladding, parapets, and relationship to finished grade.
 1. Illustrate floor relationships, construction thicknesses and profiles, vertical circulation and special features.
 - C. Minimum 1/8" scale, dimensioned ACAD elevations of all building facades indicating materials, systems and glazing types.
 02. **Typical construction details**
 - A. Large scale, typical wall section(s) of each major type of wall treatment indicating basic flashing, wall composition and materials.
 - B. Typical window types and details.
 - C. Partition types and typical doors and frames including typical borrowed light conditions.
 - D. Typical stair construction and details.
 - E. Identification of any special conditions such as raised flooring, shielding requirements, automatic doors etc.
 03. **Three dimensional sketch(es) as furnished to the District**
 04. **Study model(s) as prepared as a part of the project**
 05. **Final materials selections**
 - A. Identify all exterior materials
 - B. Interior finish schedule including ceiling heights for all major and typical spaces.
 06. **Equipment layouts**
 - A. Special equipment types and locations
 07. **Other Information**
 - A. Specifications -
 1. Draft front end and general conditions
 2. Draft technical sections or samples from similar jobs
 - B. Geotechnical Report
 - C. Code analysis review
 - D. Acoustical report (if applicable)

- E. Updated program statement
- F. Area/Volume statistics
- G. Updated schedule

2. **Structural Design / Documentation** services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents in sufficient detail to establish:

01. Basic structural system and dimensions

A. **Foundation system design**

1. **Sheeting & shoring requirements**

- a) Scaled plan locating sheeting with typical details & elevations.
- b) Quantifiable tie-back criteria, if required.

2. **Spread Footing / Mat Slab Design**

- a) Scaled plan (1/8" preferred) indicating isolated footings, continuous footings, slabs on grade and foundation walls. Slab elevations and bottom of footing elevations noted.
- b) Schedule of isolated footings, by type, indicating size and reinforcing requirements.
- c) Typical continuous footing details indicating sizes and reinforcing requirements.
- d) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- e) Slab on grade details indicating thickness and reinforcing requirements.
- f) Waterproofing and foundation drainage requirements.

3. **Pile / Caisson Design**

- a) Scaled plan (1/8" preferred) indicating pile / caisson sizes & quantities, caps, grade beams, slabs on grade and foundation walls. Slab elevations and bottom of cap / grade beam elevations noted.
- b) Length of piles / caissons including amount of rock socketing.
- c) Type of piles with loading criteria.
- d) Pre-augering requirements noted.
- e) Casing requirements noted.
- f) Types and number of tests noted.
- g) Schedule of typical cap and grade beam designs indicating sizes and reinforcing requirements.
- h) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- i) Slab on grade details indicating thickness and reinforcing requirements.
- j) Waterproofing and foundation drainage requirements.

4. **Slurry Wall Design**

- a) Scaled plan (1/8" preferred) indicating slurry wall layout, slabs on grade and any additional foundation walls. Slab elevations and top of slurry wall elevations noted.
- b) Length of slurry wall including amount of rock socketing.
- c) Thickness of slurry wall with reinforcing requirements.
- d) Section showing guide wall requirements.
- e) Quantifiable tie-back criteria, if required.
- f) Types and number of tests noted.
- g) Typical foundation wall & pier conditions indicating sizes & reinforcing

requirements.

h) Slab on grade details indicating thickness and reinforcing requirements.

i) Waterproofing and foundation drainage requirements.

5. Special Foundation Systems

a) Information similar to above allowing for adequate quantification & pricing.

B. Main Structural System Design

1. Steel Structural Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, column lines piece type & sizes, moment connections and bracing locations. Slab elevations noted.

b) Column criteria, preferably, a schedule with base & leveling plates.

c) Bracing elevations with members sized.

d) Girder & truss elevations with members sized.

e) Criteria for curtain wall wind bracing loads and criteria for skylight Supports,

f) Tie-rod & cable requirements.

g) Typical connection details.

h) Typical special connection detail (i.e., pipe conditions)

i) Typical exterior wall sections / details.

j) Typical framing @ floor & roof openings with quantity allowance.

k) Typical beam opening details with quantity allowances.

l) Allowances for slab depressions, equipment support, roof screen support, window washing anchorage, satellite dish support, etc.

m) Slab locations, thickness and deck type / size.

n) Type of deck closure relative to light gauge or bent plate material.

o) Number of deck shear connectors noted.

p) Spray fireproofing or concrete encasement criteria.

q) Priming / painting criteria.

2. Cast-in Place Concrete Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab elevations noted.

b) Column criteria, preferably, a schedule with sizes and reinforcing requirements.

c) Structural wall, beams & column drop sections & details with reinforcing requirements.

d) Structural girder sections & details with reinforcing requirements.

e) Criteria for curtain wall wind bracing loads and criteria for skylight supports.

f) Typical exterior wall sections / details.

g) Typical reinforcing @ floor & roof openings with quantity allowance.

h) Typical beam opening reinforcing with quantity allowances.

i) Embed allowance requirements (ie. Loading dock angles, sleeves, steel support plates, etc.)

j) Slab placement criteria.

k) Finishing & curing criteria.

3. Structural Precast Systems

a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab

elevations noted.

b) Column criteria, preferably, a schedule w/ sizes and reinforcing requirements.

c) Structural floor, wall, beam sections & details with reinforcing requirements.

d) Structural girder sections & details with reinforcing requirements.

e) Stair element system - if precast.

f) Criteria for curtain wall wind bracing loads and criteria for skylight supports,

g) Typical exterior wall sections / details.

h) Typical reinforcing @ floor & roof openings with quantity allowance.

i) Typical beam opening reinforcing with quantity allowances.

j) Embed allowance requirements (ie. Piece connections, loading dock angles, sleeves, steel support plates, etc.)

k) Topping slab placement criteria.

l) Finishing & curing criteria.

m) Caulking criteria

4. Wood / Light Gauge Framing Systems

a) Scaled plans (1/8" preferred) indicating layout of floor framing, openings, column lines and structural wall locations. Slab elevations noted.

b) Wood species, sizes and rating requirements required for all framing elements.

c) Metal stud and joist sizes and gauge.

d) Typical connection details.

e) Truss elevations.

f) Typical exterior wall sections / details.

02. Final structural design criteria

A. Live load criteria should be finalized.

B. Dead loads criteria should be substantially established.

C. Wind load criteria should be finalized.

D. Special provisions for concentrated loads, openings & equipment loads should be substantially established.

E Deflection & vibration control criteria should be established.

F. Thermal movement control should be established.

G. Subsurface waterproofing methods indicated.

03. Foundation design criteria

A. Soil bearing capacity.

B. Boring & test pit data.

1. Water table data.

2. Contaminated soil removal criteria.

3. Potential subsurface obstruction allowance established.

4. Potential rock / ledge removal.

04. Preliminary sizing of major structural components

A. Refer to .01 for requirements by systems type.

05. Critical coordination clearances

A. Sections at critical clearance areas with detailed dimensions.

06. Outline specifications or materials lists

A. Specifications are expected to indicate material and installation requirements by major structural components.

B. Typical (generic) specifications sections to be issued are as follows:

1. Earthwork
 2. Cast-In-place Concrete
 3. Structural Precast Concrete
 4. Reinforcing
 5. Structural Steel
 6. Steel Joists
 7. Metal Decking
 8. Light Gauge Metal Framing
 9. Metal Stairs & Railings
 10. Rough Framing — Carpentry
 11. Wood Trusses
3. **Mechanical Design / Documentation** consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications to establish:
01. HVAC System
 - A. Heating and cooling design load calculations
 1. Approximate equipment sizes and capacities
 - B. Preliminary equipment layouts
 1. Size, Location and routing of major ductwork
 2. Single line diagram of branch ductwork, with sizes and capacities, piping diagrams, identify heating zones, VAV boxes etc.
 - C. Equipment schedule with sizes and capacities
 - D. Required space for equipment
 - E. Required chases and clearances
 - F. Acoustical and vibration control
 - G. Visual impacts
 - H. Energy conservation measures
 1. Temperature control system description
 02. Plumbing
 - A. Locate all plumbing fixtures including roof drains
 - B. Specify pipe, fixture and equipment materials
 - C. Locate floor drains
 - D. Provide sanitary and storm system riser diagrams
 03. Fire Protection System
 - A. Identify fire pump requirements and size
 - B. Specify sprinkler system types (dry and wet)
 - C. Specify sprinkler head type (concealed, semi-recessed, exposed)
4. **Electrical Design / Documentation** consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish:
01. Criteria for lighting, electrical and Communications systems
 - A. Preliminary, typical light fixture layout
 - B. Identify telephone, data and duplex requirements
 02. Approximate sizes and capacities of major components
 - A. Specify emergency generator requirements and quantity and size of auto transfer switches
 03. Preliminary equipment layouts
 - A. Provide panel and equipment schedule

- B. Specify data technology system
 - 04. Required space for equipment
 - 05. Required chases and clearances
 - A. Provide one-line, riser diagram
- 5. **Civil Design / Documentation** consisting of continued development and expansion of civil Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.
 - 01. Site Plan showing buildings, paving walls, curbs, retaining walls and property lines.
 - A. Site lighting layout
 - 02. Boring information
 - 03. Typical sections through paving, walkways and curbs
 - 04. Site drainage pattern and location of utilities and points from which services will be run to the building.
 - A. Indicate all underground utilities and services (sized and prosited), existing and proposed.
- 6. **Landscape Design / Documentation** consisting of continued development and expansion of landscape Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for landscape work.
 - 01. Landscape plan showing types and quantities of planting
 - 02. Plans showing existing grades in relation to finish grades
 - 03. Parking layouts
- 7. **Interior Design / Documentation** services during the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details relative to:
 - 01. Interior construction of the Project
 - A. Floor plans and reflective ceiling plans drawn to 1/8" scale.
 - B. Partition types indicated and noted on plans.
 - C. Door & frame types designed and noted on schedule.
 - D. Any additional secondary framing requirements noted. (ie. mezzanines, stages, stairs, ramps, etc.)
 - E. Interior railings indicated in plan and elevation with typical detail.
 - F. Typical interior details noted.
 - 02. Special Interior design features
 - A. Large scaled plans, elevations & sections drawn for feature design elements.
 - B. Decorative flooring & ceiling patterns/ elements indicated.
 - 03. Furniture, furnishings and equipment selections
 - A. Casework, millwork indicated in plan and elevation with typical details.
 - B. Equipment requirements indicated on plans.
 - C. Equipment schedules (ie. Food service, laboratory equipment, etc.)
 - D. Note new versus existing to be re-used and any modifications necessary to adapt to new locations.

04. Materials and finishes and colors

- A. Interior finishes schedule for floors, walls, ceilings & base requirements.
- B. Door & frame schedule.
- C. Hardware schedule or hardware sets.

Attachment "C": Construction Documents Criteria

Construction Documents (CD) Criteria

The Construction Document Phase shall consist of Drawings, Specifications and other documents setting forth in detail the construction requirements, bidding and contracting for the construction of the project based on approved Design Development Documents:

1. **Architect Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Architect construction requirements for the project. Included with the detail but not limited to:
 - a. Floor Plans for each floor indicating:
 - (1) Spaces fully articulated, detailed, labeled, dimensioned and numbered.
 - (2) Material finishes identified.
 - (3) Doors numbered and hardware sets shown / scheduled.
 - (4) Built-in furniture.
 - b. Architect drawings shall be coordinated with the structural, mechanical and electrical drawings as well as the project specifications.
2. **Structural Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Structural construction requirements for the project.
3. **Mechanical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Mechanical construction requirements for the project.
4. **Electrical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Electrical construction requirements for the project.
5. **Civil Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Civil construction requirements for the project.
6. **Landscape Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Landscape construction requirements for the project.
7. **Interior Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Interior Design requirements for the project.

8. **Development and Preparation of the Project Specifications** describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
9. Calculations determining design elements included in the Drawings and Specifications, including structural, mechanical, electrical and other calculations confirming compliance with code-mandated or programmed requirements.

Attachment "D": Project Schedule

Task	Expected Date
Notice to proceed	February 2, 2010
Design Development:	February 2, 2010 – April 8, 2010
Construction Documents:	April 09, 2010 – June 24, 2010
DSA Submittal Process:	June 25, 2010 – October 14, 2010
Bid Period:	October 15, 2010 – February 03, 2011
Construction Period:	February 04, 2011 – December 15, 2011
Project Close-out:	December 16, 2011 – February 16, 2012

DSA return date is based on ideal expectations for completion of plan review and approval. The Architect will support any efforts and strategies to accelerate the approval process but, based on final DSA approval date, subsequent milestones or scheduled bidding and construction expected dates will be adjusted as necessary.

Attachment "E": District Construction Program Design Standards

NOT USED

Attachment "F": District Program High Performance Design Requirements

NOT USED

Attachment "G": Estimating Standards

The Foothill De Anza Community College District Construction Program uses a standard estimating format for which all estimates shall comply. The purpose is to:

- Provide consistency between estimates prepared by different entities (e.g. Architect, Program Manager, School Construction).
- Ensure that quantities of material developed or assumed by different estimators are consistent.
- Ensure that assumptions, exclusions, and inclusions considered by estimators are consistent with the intent of the Architect.
- Ensure that contingencies for design, construction and escalation assumed by different estimators are consistent.

ESTIMATE FORMAT

1. Provide a cover sheet matching the format of the District's budget.
2. Prepare all estimates in "present day" dollars and present the cost anticipated at time of construction, as described in item 4.
3. All plan sheets must contain the following information:
 - Project Name
 - Architect's Name
 - The document date
 - Sheet number
 - Name of the Estimator, the Checker and Company
 - Type of estimate (i.e. Conceptual, Schematic, Design Development or Construction Document)
4. Break down costs as follows:
 - Trade costs for complete project
 - Taxes Included and Excluded
 - General Conditions
 - Overhead and profit
 - Allowances for LEED Certification if applicable
 - Allowances for special features (if not well defined)
 - Design Contingency as a % (check w/ Program Manager)
 - TOTAL present day cost
 - Multiply total present day cost times a yearly escalation factor to determine Construction Budget as defined in Article 5.2. Escalation factor and construction schedule to be agreed upon by the Architect and District.
 - TOTAL Construction Budget
 - Programmed equipment and work outside Project scope (if any)
 - Sub Total
 - Construction Contingency (5% - Check w/ Program Manager)
 - ESTIMATE TOTAL
5. Present the Estimate Summary in CSI (Construction Specifications Institute) Format used in preparation of the Project specifications. Identify major items of work within each division.

6. If Project includes renovation and addition, provide estimates for each separately. Both estimates must be prepared using the same format with quantities, unit, unit price, and the total.
7. Provide back up sheets for each division of work to include the basic information of: Description, Quantities, Unit, Unit Price, Total.
8. Summarize the total cost for each division.
9. List project gross and assignable areas as defined in plans and Specifications and broken down by renovation versus new construction.
10. List assumptions and clarifications.
11. List allowances with descriptions, units and values.
12. List exclusions.

Attachment "H": Project Program

1. The Project program is that program prepared by Cody Anderson Wasney Architects, Inc. & approved by the Board of Trustees on February 2, 2010 and approved by the College and District in writing.
2. The Schematic Design document was prepared by Cody Anderson Wasney Architects, Inc and has been submitted to the Board of Trustees for information on January 19, 2010.

Attachment "I": Hourly Rates

1. Compensation for Hourly not to Exceed services will be paid at the rates according to Cody Anderson Wasney Architect's fee schedule:

2010 Hourly Rate Schedule

Principal	\$175-250
Associate	\$125-160
Job Captain / Project Manager	\$85-120
Designer / Draftperson	\$65-85
Administrative	\$75-85
Intern / Assistant	\$60-70