

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
ENGINEERING SERVICES TO EDESIGNC
INCORPORATED FOR THE VACAVILLE AND VALLEJO
CENTERS HVAC IMPROVEMENTS AND UPGRADES
PROJECT**

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested for award of the attached agreement with EDesignC Incorporated, for the Vacaville And Vallejo Centers HVAC Improvements And Upgrades, a Small Capital project. The scope of work includes providing engineering services for the Vacaville and Vallejo Centers Buildings. These services will include investigation and assessment of the existing systems, preparing a preliminary design and cost estimate for improvements and upgrades, preparation of bidding documents, participation in the bidding process, and engineering oversight of construction.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Enhancing instructional spaces and classrooms.

Ed. Code: Board Policy:3225; 3520 Estimated Fiscal Impact: \$68,500 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Yulian Ligioso
Vice President, Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

VP, Finance & Administration
VICE PRESIDENT APPROVAL

April 8, 2016
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

April 8, 2016
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM
MEETING DATE April 20, 2016

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CONTRACT AWARD FOR PROFESSIONAL
ENGINEERING SERVICES TO EDESIGNC
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PROJECT**

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

Proposals and qualifications were advertised for on February 24, 2016 and March 2, 2016. Proposals were received from EDesignC Incorporated, Glumac, and Interface Engineering.

Proposals were evaluated, and based on qualifications and price, EDesignC Incorporated is recommended for award of contract.

The Board is asked to approve a contract to EDesignC Incorporated, in an amount not to exceed \$68,500.

The contract is available online at <http://www.solano.edu/measureq/planning.php>

INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 20th day of April, 2016 by and between the Solano Community College District, ("District") and EDesignC, Inc. ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Mechanical Engineering services for the **Vacaville and Vallejo Centers HVAC Improvements and Upgrades Project** as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on or about April 21, 2016, and will diligently perform as required and complete performance as outlined below unless this Agreement is terminated and/or otherwise cancelled prior to that time.

2.1.	<u>Initial Assessment and Evaluation</u>	<u>Within 14 days of NTP</u>
2.2.	<u>Preliminary Design and Cost Estimate</u>	<u>Within 21 days of NTP</u>
2.3.	<u>Construction Documents</u>	<u>Within 28 days of NTP</u>
2.4.	<u>Bidding</u>	<u>Within 90 days of NTP</u>
2.5.	<u>Construction Administration</u>	<u>TBD</u>

3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Sixty Eight Thousand Five Hundred Dollars (\$68,500.00). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1.	<u>Initial Assessment and Evaluation</u>	<u>\$13,800</u>
4.1.2.	<u>Preliminary Design and Cost Estimate</u>	<u>\$14,400</u>
4.1.3.	<u>Construction Documents</u>	<u>\$25,200</u>
4.1.4.	<u>Bidding</u>	<u>\$3,000</u>
4.1.5.	<u>Construction Administration</u>	<u>\$9,600</u>
4.1.6.	<u>Other Authorized Costs</u>	<u>\$2,500</u>

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source,

except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.2.1. material violation of this Agreement by the Consultant; or
 - 12.2.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
 - 12.2.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless the District, its Governing Board, agents,

representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

14. Insurance.

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer’s Liability	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant’s profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all of its subcontractor(s).

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:

Solano Community College District
C/O Kitchell CEM
360 Campus Lane, Suite 203
Fairfield, California 94534

ATTN: Donald Haase

Consultant:

EDesignC Inc.
582 Market Street, Suite 400
San Francisco, CA 94104

ATTN: Rosanna Lerma

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

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2016

Dated: _____, 2016

Solano Community College District

By: _____

By: _____

Print Name: YULIAN LIGIOSO

Print Name: _____

Print Title: VP, Finance & Administration

Print Title: _____

Information regarding Consultant:

License No.: _____

Employer Identification and/or
Social Security Number

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: _____
- ___ Limited Liability Company
- ___ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the following:

A. PROJECT NAME

1. Vacaville and Vallejo Centers HVAC Improvements and Upgrades

B. BASIC SERVICES

Consultant agrees to provide the Services described below:

1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District.
2. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
4. The District shall provide all information available to it to the extent the information relates to Consultant's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Locations, dimensions and necessary data with respect to existing buildings, existing systems, and other improvements;
 - d. Information concerning available utility services and lines, mechanical and other services;
 - e. Surveys, reports, as-built drawings, record drawings;

Consultant shall visually verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, and systems to the extent determinable by the documents provided by the District. Consultant team shall visit the site to document existing conditions of the exterior and interior conditions and carefully identify all of the systems and finishes that will be affected by the Improvements and Upgrades.

5. Consultant shall incorporate in to its work and the work of all sub-consultants the adopted District standards for facilities and construction.

C. ASSESSMENT AND EVALUATION

Within fourteen (14) calendar days from final execution of the Agreement Consultant shall complete:

1. Review of existing documentation.
2. Completion of site investigations, assessment and evaluation of the existing HVAC systems to confirm feasibility of proposed preliminary approaches.
3. Preparation of a report advising the District on methods and/or approaches to modify, improve, or replace HVAC systems including budgetary costs for short term, intermediate term, and long term time horizons.
4. Assist and meet with the District to understanding operational impacts from proposed solutions and guidance in selecting a recommendation to move forward with.

D. PRELIMINARY DESIGN AND COST ESTIMATE

Within twenty one (21) calendar days after receiving Districts acceptance of work from the previous phase, Consultant shall complete design development phase documents .These documents and services shall include, but are not limited to:

1. Documenting existing conditions.
2. Verification of the load requirements for these buildings.
3. Verify the capacity and life-expectancy of existing infrastructure systems to be utilized, and whether they can support the loading and longevity of the new equipment.
4. Determining layouts, dimensions, clearances and space requirements for the new design including:
 - a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with existing conditions.
 - b. Major mechanical equipment should be scheduled indicating size and capacity.
 - c. Ductwork and piping should be substantially located and sized.
 - d. Devices in ceiling should be located.
 - e. Legend showing all symbols used on drawings.

- f. Outline Specifications indicating quality level and manufacture.
 - g. Control Systems identified.
5. Identification of opportunities for phasing to reduce disruptions to campus operations.
 6. Attendance at design meetings with the District including preparation of meeting agenda, documented minutes, which include open items and issues requiring follow up and further discussion.
 7. In conjunction with the District fully develop an overall project schedule indicating major milestones. Milestones include, but are not limited to design development, construction documents, District and DSA review approvals, bid/award, and cost estimates. The schedule shall also describe estimated time for bidding, relocation of classes, mobilization, construction, commissioning and re-occupancy.
 8. Preparation by a qualified professional estimator of a schematic Construction Cost Estimate, in CSI format to include infrastructure, construction costs, overhead and profit, and new equipment. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%).

E. CONSTRUCTION DOCUMENTS

Within twenty eight (28) calendar days after receiving Districts acceptance of work from the previous phase, Consultant shall complete the Construction Documents phase. These documents and services shall include, but are not limited to:

1. Preparation of all necessary design plans, drawings and specifications to be used for the construction of the improvements, complete in detail and contain all necessary information for public bidding of the project. Drawings shall conform to standard professional practice and consist of all architectural and engineering drawings, including elevations, sections, schedules, and all other necessary elements to illustrate the full scope of the work and achieve approval by the District and DSA. Entity shall complete any necessary revisions to gain these approvals.
2. The system design shall be in accordance with all District standards and drawings shall be prepared for structural, hydraulic, mechanical, electrical, and all other branches of the construction work if necessary. Plans and specifications shall be developed in a manner that allows for the deletion or addition of segments, should project costs be over or under budget. If the estimate or bids exceeds the approved budget, the entity shall make recommendations to bring the project to within the agreed upon construction budget.
3. Design Review submittals shall be made to the District at 50% Construction Documents and 95% Construction Documents. These submittals are to allow progress reviews by the District and shall contain:

- a. Specifications
 - b. Progress plans
 - c. Updated project schedule
 - d. Updated cost estimate
4. Upon District acceptance and approval of the Construction Documents, as necessary and required, the Consultant shall submit all documentation to DSA for regulatory approval. Consultant shall be responsible to incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Consultant during this stage shall be at no additional cost to the District.
 5. Final contract documents shall be delivered to the District upon completion of the Consultant's work shall be the Bid Set and shall consist of the following:
 - a. Drawings: PDF files of all drawings on Architect's title block with each Consultant's State license stamp.
 - b. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
 - c. Completion of Construction Document Phase requires final stamp-out by DSA.

F. COORDINATION OF BIDDING

Upon District's acceptance of Consultant's work in the previous Phase and assuming District has not delayed or terminated the Agreement, within ninety (90) calendar days after receiving District's acceptance of work from the previous phase, Consultant shall complete the Bidding Phase. These documents and services shall include, but are not limited to:

1. Contact potential bidders and encourage their participation in the Project.
2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. Attend pre-bid conference and be prepared to present design intent and address questions as required.
4. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Consultant. Nevertheless, Consultant will use all due care and diligence to confirm that its plans, and specifications, and all other information provided by, or on behalf of, the District to potential bidders discloses and publishes any potentially relevant

information that could, in any way, have an impact on a contractor's cost of performance.

5. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Consultant.
6. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Consultant for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Consultant and issued by the District.
7. Attend bid opening.
8. Coordinate with Consultants.
9. Respond to District and potential bidder questions and clarifications.
10. Consultant shall provide to the District the following items produced in this phase:
 - a. Meeting report/minutes from kick-off meeting;
 - b. Meeting report/minutes from pre-bid site walk; and
 - c. Upon completion of the Bidding Phase, Consultant shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Consultant shall supply District with two (2) hard copy and electronically complete, reproducible sets of plans and specifications marked as a Conforming Set.

G. CONSTRUCTION ADMINISTRATION

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

1. Consultant's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. Construction Oversight Process (if Project is subject to DSA jurisdiction)
 - a. Consultant will verify that the Project Inspector is approved by the DSA for the Project by submitting Inspector's Qualification Record (form DSA 5 or more current version) to and by obtaining approval from the DSA prior to

commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version).

- b. Consultant shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Consultant shall provide project inspection cards to the Project Inspector prior to commencement of construction.
 - c. Prior to commencement of construction, Consultant shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version) prepared by Consultant to the Project Inspector and Laboratory of Record.
 - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current) for all construction contracts.
 - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA approved construction documents. Personal contact shall include visits to the project site by the Consultant or their qualified representative to observe construction.
 - f. Consultant shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA approved construction documents.
 - g. Consultant shall respond to DSA field trip notes as necessary.
 - h. Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
 - i. Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Architect are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.
3. Change Orders
- a. Consultant shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be

approved, partially approved, returned to the contractor for clarification, or rejected.

- b. Consultant shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these construction change documents and drawings from the Consultant and shall be at no additional cost unless designated as Extra Services by the District. The PDF files of drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

4. Submittals

- a. Consultant shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- b. Consultant shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. Consultant shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c. Consultant's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by the Consultant. Consultant's response to each submittal shall be a substantive and acceptable response. This 14-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Consultant's liability if it fails to prepare acceptable documents.

5. RFIs.

- a. During the course of construction as part of the basic services, Consultant must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Consultant. Consultant's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Consultant's liability if it fails to prepare acceptable documents. Consultant must verify that RFIs are passed through the Project Inspector, if any.

6. Notices of Deficient Work.

- a. On the basis of on-site observations, Consultant shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Consultant shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that Consultant may observe. However, Consultant shall not be a guarantor of the contractor's performance.
7. As-Built Drawings.
 - a. Consultant shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
 8. Record Drawings.
 - a. Consultant shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of drawings, all changes from all As-Builts, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction contractor's representations of actual construction. Consultant shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Consultant's final payment. Consultant may insert the following notice on the Record Drawings: These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Consultant has provided a review consistent with its legal standard of care.
 9. O&M Manuals & Warranties.
 - a. Consultant shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
 10. Start-up.
 - a. Consultant shall also provide, at the District's request, engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies in construction following the acceptance of the contractor's work. Consultant will participate in system startup and/or commissioning.
 11. Payment Statements.
 - a. Recommendations of Payment by Consultant constitute Consultant's representation to the District that work has progressed to the point indicated to the best of Consultant's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.