

REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES, PAC STORAGE AND LIBRARY IMPROVEMENTS

IRVINE VALLEY COLLEGE

**RFQ&P Deadline:** Thursday, August 13, 2020  
2:00 PM

**RFQ&P Receipt:** Proposals to be submitted via email to:

[pdavis7@ivc.edu](mailto:pdavis7@ivc.edu)

**NOTE: email submissions must be smaller than 25 MB due to email server limitations.**

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

There will be an optional pre-proposal meeting conducted via a Zoom Conference Call at 9:00am, Wednesday, July 29, 2020. The information for the call is shown below:

Zoom Link: <https://soccdd.zoom.us/j/93947824982>

Meeting ID: 939 4782 4982

Call-In Phone Number: (669) 900-6833

One tap mobile: +16699006833,, 93947824982#

When you call-in, you will be put in a "Waiting Room" until the conference call starts.

Questions regarding this RFP may be directed to Parker Davis; assistant director, capital outlay projects, at 949-943-4610 or via email at [pdavis7@ivc.edu](mailto:pdavis7@ivc.edu). The final day for questions shall be Friday, July 31, 2020, no later than 5PM PST. Only those firms that confirm interest will receive updates and additional information regarding the project, including project addenda.

The District reserves the right to reject any or all submittals or to waive any irregularities and/or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred and eighty (180) calendar days after the submission deadline.

## INTRODUCTION AND BACKGROUND

Irvine Valley College (IVC) seeks to procure Architectural Services for two projects at Irvine Valley College as further defined in the SCOPE OF WORK section of this RFP.

The construction budget for this work is \$600,000.

Please note all timeframes and milestones presented in this document.

The District is requesting qualification statements and proposals from consultants with a proven track record of delivering services similar to those requested.

It is the intent of this Request for Qualifications and Proposals (RFP) to establish the specifications, terms, and conditions governing the evaluation process.

## SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFP. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Parker Davis via email at pdavis7@ivc.edu with the subject line indicating “Question(s) for Architectural Services RFP”. If questions are submitted after the deadline, they will not be answered and firms must provide a submittal using the information in the RFP and any addenda provided.

Request for Qualification & Proposals Submittal Schedule:

RFP Advertisement	July 16, 2020
Pre-proposal meeting	July 29, 2020
Deadline for questions	July 31, 2020
Last addendum	August 6, 2020
<b>Deadline for RFP Submittal</b>	<b>August 13, 2020</b>
Interviews and/or Contract Negotiation	August 14 – August 20, 2020
Contract Execution	August 21 – September 11, 2020
Notice to Proceed Anticipated	September 14, 2020

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

**Late submittals will not be evaluated and firm will not qualify for consideration.** It is the firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location.

## SCOPE OF WORK

**Services:** Architectural Services will include the categorical and specific services outlined within this RFP and in Article 2 of the Architectural Standard Agreement Template attached hereto. Specific services will address the following work scope for two projects, and will continue through construction administration, and closeout of the completed construction phase(s) of the project(s):

Project 1 (Storage Building): Services include the research of options and recommendations for a pre-manufactured metal storage building (roughly 1,200 SF) that will be used for additional on-site storage of Performing Arts department stage props and equipment. Beyond the building selection process, services will include concrete slab and foundation design, mechanical climate control, lighting and power, and any structural analysis required to obtain DSA approval. Ideally, the selected building will be engineered by a California registered engineer prior to selection. The District is seeking a turnkey, DSA approved, ADA compliant storage building.

Generally, the schedule is anticipated to be 60 days in design, 60 days under DSA review, and construction anticipated in spring/summer 2021 after a bid phase and subsequent board approval.

Project 2 (Library Upgrades): Services include the design for several minor upgrades at the IVC Library totaling roughly \$100,000 and may include the following:

- Flooring and entry grate/mat replacement at main entry for sound mitigation and ADA compliance
- New automatic entry doors at main entry
- Sound mitigation paneling or acoustical treatments (mounted or hanging)
- Non-bearing wall removal to expand office space
- Installation of student device charging access points throughout
- Basic office renovation

Project 2 will not be submitted to DSA for review and will go out to bid for construction directly after a 60 day design phase. Construction is anticipated to start January, 2021.

## INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS

Firms shall submit one (1) one digital copy of the proposal and related fees. Proposals shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section listed below shall be captured under an individual heading. Proposals must be signed by person authorized to bind the firm.

“Qualifying firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFP. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.**

Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated **Introductory Letter** must be submitted including the date, legal name of the respondent, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the firm.
2. **Experience and Personnel.**
  - a. Briefly describe your (firm) experience with Architectural Services for community college projects and outline specific projects that are similar in nature to the proposed projects recommended for this Work. Provide contact names and phone numbers for each listed project.
  - b. Provide resumes of proposed personnel and outline any projects similar in nature to the proposed project, including any sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience.

Note: All personnel assigned to District projects, employees, sub-consultants or subcontractors must:

- i. Possess the minimum qualification to perform the services provided
  - ii. Have knowledge and understanding of terms and conditions, major services and activities required to perform services provided
  - iii. Have a minimum of three years of directly related experience
  - iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7
3. **Professional Fees.** Provide with your proposal one copy of a fixed fee. Itemize the fee similarly to the breakouts found in the sample agreement. The evaluation committee will make their recommendation based on qualifications and will then enter contract negotiations including fee based discussions.

When providing costs, proposal shall include costs for all required overhead expenses including insurance. Travel cost from the Firm's place of business including time, overhead and related expenditures shall be incorporated into the unit prices for each line item and are not to be identified as separate costs. Firms are expected to perform services at the rate amount in the fee proposal regardless of the possibility that staff is drawn from a variety of office locations.

The final all-inclusive rate shall be negotiated after the evaluation process. Any increases must be approved in writing by the District prior to the performance of service. Agreements will be based on a lump sum basis.

No separate payment will be made for any other costs of performance or out of pocket expenses, including, without limitation, mileage or time required for dispatching personnel to District locations, subsistence, lodging, fuel charge, vehicle use, transmitting reports, administrative

charges, or other similar activities necessary for performance of the services except for personnel that are required to perform services at a destination that is more than 50 miles from Saddleback College. If this circumstance occurs, firm shall first obtain written approval and will be reimbursed at the rate for mileage (for such mileage over 50 miles) set forth by the United States Internal Revenue Services and for per diem travel as set forth by the US General Services Administration.

Proposers shall specifically include hourly rates for full time services in their proposals for the following:

- Principal
- Lead – Project Manager/Evaluator
- Associates
- Clerical staff
- Overtime and Weekend Rates for the above
- Proposer may choose to provide an itemized fee schedule for extra or additional services that are not within Scope of Services
- Include fee schedules for consultants if used

Identify any constraints or assumptions that affect the proposed fee. Services that are not specifically included in RFP Attachments may be provided as supplementary information. **Be thorough and specific as this will form the basis of any contract negotiations for services.**

4. **Agreement Review.** Review and comment on any proposed modifications to the attached draft Agreement(s).
5. **Certification.** Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR PROPOSALS enclosed with this RFP.

Responses to the RFP should be complete and be prepared to provide an insightful, straightforward, and **concise** overview of the capabilities of your company. **Deviation from the defined content, order and format prescribed in this RFP may result a non-responsive evaluation. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.**

The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Attachment B) is not to be included with the Firm's submittal.

## BASIS OF AWARD

The evaluation of the Architectural Services will be a three-stage process.

1. The first stage will be based on analysis principally focusing on specific experience and qualifications.
2. The optional second stage may include, at the option of the evaluation committee, short-listed Name of Services invited for an interview to present their full understanding of, and responsiveness to, this RFP and their specific experience and approach.
3. The third and final stage is successful contract negotiations.

At the conclusion of the second stage, Architectural Services will be selected on the basis of criteria regarding qualifications, experience, demonstrated competence as well as the best interests of the District as determined by the committee, including consideration of fair and reasonable pricing.

Prior to presenting a recommendation to the Board of Trustees (if deemed necessary), District staff will engage in contract negotiations with selected firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

**Note: By virtue of submission, the proposing firm declares that all information provided in the Statement of Qualifications is true and correct.**

## MISCELLANEOUS

1. General information about SOCCCD may be found at <http://www.socccd.edu>. Recent projects are listed at the “Bids” tab.
2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.
3. Selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.
4. Evaluation may be made solely on the basis of the submittal review or the evaluation committee may deem it necessary to interview applicants as part of the evaluation process.
5. The proceedings of the evaluation committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFP materials.
6. All materials, except financial information, submitted in response to this RFP shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.
7. Only written changes to the RFP will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the district bid page for addenda information.
8. SOCCCD reserves the right to reject any or all responses to this RFP. Any and all costs incurred in preparing and submitting a response to this RFP is the sole responsibility of the proposer. This request does not constitute an offer of employment or a contract for services.
9. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

The District may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum sent via email to all firms that have confirmed interest by emailing the project manager at [pdavis7@ivc.edu](mailto:pdavis7@ivc.edu) . It is the proposers responsibility to ensure they have obtained and reviewed all addenda.

### **QUESTIONS FROM POTENTIAL RESPONDENTS**

Questions regarding this RFP may be directed to Parker Davis; assistant director, capital outlay projects, at (949) 943-4610 or via email at [pdavis7@ivc.edu](mailto:pdavis7@ivc.edu).

The District may modify the RFP prior to the deadline for submittals by issuance of an electronic addendum via email. Firms/Individuals (Firm) may confirm an interest in providing a submittal by emailing

pdavis7@ivc.edu. Acknowledging Firms will receive response email with addenda information if any is provided.

**Specific Inclusions**

- 1. Attachment A: Certification – Request for Qualifications & Proposals**
- 2. Attachment B: Sample Agreement for Architectural Services.**
- 3. Attachment C: Sample fee schedule for extra work**
- 4. Attachment D: Sample Invoice for monthly billings**

***Proposals shall be received up to but not later than 2:00 p.m., on the date listed in the schedule.***



RFP - Attachment A

**CERTIFICATION – REQUEST FOR QUALIFICATIONS & PROPOSALS**

**CERTIFICATION - REQUEST FOR QUALIFICATIONS**

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFP; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Architectural Services and the instructions for submitting an RFP. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Typed or Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Email**

**Provide Seal here, if Corporation**

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**RFP - Attachment B** (see attached sample agreement)



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ARCHITECTURAL SERVICES AGREEMENT – RENOVATION  
PAC STORAGE AND LIBRARY IMPROVEMENTS**

**ARCHITECT**

**AGREEMENT - ARCHITECTURAL SERVICES**

This AGREEMENT is made and entered into this [Click here to enter text.](#) day of Insert Month in the year Insert year between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Insert name, address, phone, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain architectural services for insert college and project name more fully defined per Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 ARCHITECT’S SERVICES AND RESPONSIBILITIES**

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

ARCHITECT or ARCHITECT’S employees who are determined by DISTRICT to be uncooperative, incompetent, a threat to the adequate or timely completion of the PROJECT, a threat to the

safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the DISTRICT, shall be promptly removed from the PROJECT and shall not be re-employed to perform any of the Services or to work on the PROJECT.

- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. The ARCHITECT shall designate insert name as PROJECT Executive and insert name as PROJECT Manager.
- 1.4. **Replacement of Key Individual.** If the designated PROJECT manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview.

## ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, and cost estimating services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the DISTRICT. The ARCHITECT and the DISTRICT have discussed the needs and the requirements of the PROJECT and arrive at a mutual written understanding of such needs and requirements as identified in this contract. The language in the Articles of this AGREEMENT takes precedence, in the event of a discrepancy between the Articles of this AGREEMENT and the language contained in Attachment A.
- 2.2. **Coordination of Others.** The ARCHITECT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** The ARCHITECT shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.5. **Non Responsibility.** ARCHITECT and ARCHITECT'S consultants shall have no responsibility for:
  - a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  - b. Ground contamination
  - c. Environmental Impact Report/ CEQA declarations
  - d. Historical significance report
  - e. Soils Investigation/ Geotechnical Hazard Report
  - f. Topographical survey
- 2.6. **Design Phase**

- a. Participate in a general PROJECT kick-off meeting.
- b. Based on approved preliminary documents outlining the scope of work and any further adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Documents consisting of drawings setting forth in detail the requirements for the construction of the PROJECT.
- c. ARCHITECT must respond to/incorporate comments during the college's final review.
- d. Final documents shall include:
  1. Architectural:
    - i. Completed floor plan.
    - ii. Site utilities and complete site plan for storage building
  2. Structural: Complete structural calculations, plans, and details necessary to place a permanent, DSA approved storage building on site.
  3. Mechanical: Mechanical equipment schedules, layouts, drawings, details, and associated electrical systems.
  4. Electrical: Lighting and power plan including all switching and controls. Complete electrical distribution including a single line diagram, panels, and transformers. All electrical equipment schedules completed.
  5. Civil: Site plan and site utilities, ADA pathways.
  6. Landscape: Illustrate landscape only as necessary at perimeter of project.
  7. Probable Cost: Update and refine probable costs at regular intervals to ensure that the project remains within the stated construction estimate.
  8. Specifications: Complete development and preparation of specifications for all materials, equipment, workmanship, quality, and performance.

- 2.7. **Coordination for Government Authorities.** Describe (ensure monetary thresholds requiring DSA are not exceeded if Not Used) / Not Used

### ARTICLE 3 ADDITIONAL ARCHITECT'S SERVICES

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

### ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation ARCHITECT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term.** The construction time frame is anticipated for six months with a completion date of August, 2021. Services under this AGREEMENT shall be diligently performed by the ARCHITECT for the anticipated construction timeframe plus an additional six months for project closeout and certification for a completion date of February 28, 2022. The ARCHITECT'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or sixty (60) days after the date of final completion of construction, contingent upon the satisfaction of all DSA certification requirements.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions. The term may be extended due to construction delay other than those delays caused by ARCHITECT'S actions.

## ARTICLE 5 INDEMNITY AND INSURANCE

5.1. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the ARCHITECT shall defend (with counsel of DISTRICT's choosing), indemnify, and hold harmless the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of ARCHITECT, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the ARCHITECT's Work of this AGREEMENT or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. ARCHITECT shall reimburse the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of ARCHITECT's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

a. ARCHITECT's obligation to indemnify the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.

b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may

be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

- c. Neither termination of this AGREEMENT nor completion of the acts to be performed under this AGREEMENT shall release ARCHITECT from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

5.2. **Insurance.** The ARCHITECT and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. DISTRICT may adjust ARCHITECT's required minimum coverage limits set forth herein at the commencement of a renewal term by providing ARCHITECT and subconsultant (if applicable) written notice. Should ARCHITECT maintain insurance policies with broader coverage and limits of liability that exceed the minimum coverage and limit requirements stated herein, those broader coverages and higher limits shall be deemed to apply to any loss or claim where ARCHITECT is required to indemnify the DISTRICT.

- a. A.M. Best Financial Rating. ARCHITECT and its subconsultants' policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
- b. Admitted Carrier(s). ARCHITECT and its subconsultants' policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.
- c. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, ARCHITECT shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
- d. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
- e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover bodily injury and property damage losses involving "Any Auto".
- f. Professional Liability aka Errors and Omissions. ARCHITECT and its subconsultants shall each procure and maintain throughout the term of this AGREEMENT, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If

coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this AGREEMENT.

- g. Valuable Document Insurance. The ARCHITECT and its subconsultants shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications.
- h. Additional Insured Endorsement. ARCHITECT and its subconsultants shall each issue DISTRICT an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to ARCHITECT's and Consultant's subconsultants Commercial General Liability, Automobile Liability, and Valuable Document insurance policies.
- i. Primary and non-contributory endorsement. ARCHITECT and its subconsultants insurance coverage and limits shall be primary and any of the DISTRICT's insurance coverage and limits shall be non-contributory.
- j. Waiver of Subrogation Endorsements. ARCHITECT and its subconsultants shall each issue DISTRICT an endorsement waiving all rights of subrogation against the DISTRICT, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to ARCHITECT and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
- k. No Cancellation or Material Modification. ARCHITECT and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to DISTRICT. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the DISTRICT.
- l. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to DISTRICT upon ARCHITECT's execution of this Agreement. No work shall commence by ARCHITECT or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the DISTRICT. Should ARCHITECT or its subconsultant's insurance expire during the term of this AGREEMENT, renewal certificate(s) of insurance and endorsement(s) shall be provided prior to the expiration of the policies or within 10 days of expiration. Failure of ARCHITECT or its subconsultants to furnish the required certificate(s) and endorsement(s) shall not be deemed a waiver of this provision by the ARCHITECT, as stated herein.

## ARTICLE 6 COMPENSATION TO THE ARCHITECT

- 6.1. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees, labor, material, all direct and indirect cost, personnel expenses of any sub-consultant or subcontractor to the ARCHITECT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura,



insurance and all other overhead/administrative expenses or costs and profit associated with performance of the Services, except for Allowable Reimbursable Expenses as described in the provision below. At no time shall meals be considered a reimbursable expense.

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

6.3. **Reimbursable Expenses.** Any expenses incurred by the ARCHITECT and ARCHITECT's employees in the interest of the PROJECT shall require DISTRICT's written approval before being incurred. The DISTRICT shall not be liable to ARCHITECT for any costs or expenses paid or incurred by ARCHITECT and ARCHITECT's employees in performing services for DISTRICT, except reimbursable expenses that has been pre-approved in writing. Records of such expenses shall be provided to the DISTRICT's review and approval. Reimbursable Expenses:

- a. Are in addition to compensation for Services and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT's employees and subconsultants in the interest of the PROJECT.
- b. Shall only be authorized, pre-approved and most economical transportation, air fare for out-of-town travel related to the PROJECT; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. ARCHITECT's normal travel expense (including to and from the Project) and meals are excluded.
- c. Expenses related to reproduction, (except those needed for the use of the ARCHITECT and their ARCHITECT or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents.
- d. Expense of renderings, models and mock ups requested by the DISTRICT if not part of ARCHITECT's Services will be reimbursed.
- e. There shall be no markups on reimbursable expenses.

6.4. **ARCHITECT Monthly Billing Statements.** ARCHITECT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by ARCHITECT. Services are to be invoiced by phase in accordance with percent complete.

ARCHITECT to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. To ensure prompt and accurate payment, all invoices related to this AGREEMENT shall reference the following Agreement Number: [[ Contract Number ]]

- 6.5. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.6. **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT'S receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the ARCHITECT or any Contractor.
- 6.7. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after ARCHITECT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed at standard hourly rates as established in Attachment B.

## ARTICLE 7 ARCHITECT'S WORK PRODUCT

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

in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.

- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this AGREEMENT using insert BIM or CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon PROJECT completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except ARCHITECT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. ARCHITECT consents to use of ARCHITECT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Documentation.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.

## ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. Seven day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights

or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. **Suspension of PROJECT.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to ARCHITECT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the ARCHITECT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.4. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment. Upon mutual consent by both parties this AGREEMENT may be terminated.
- 8.5. **Non Payment.** Except for the provision stated in Article 7.8. Withholding Payment, the DISTRICT'S failure to make payments to the ARCHITECT in accordance with this AGREEMENT shall be considered substantial nonperformance and may cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT may, upon seven (7) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
- b. Unless payment in full is received by the ARCHITECT within seven days of the date of the notice, the suspension shall take effect without further notice.
- 8.6. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for all damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

## ARTICLE 9      DISPUTES, MEDIATION, ARBITRATION

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

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

- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the ARCHITECT, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
- b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

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

## ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

**Parker Davis/Assistant Director of Facilities, Capital Outlay Projects**

## ARTICLE 11 MISCELLANEOUS

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

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

- 11.2. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, ARCHITECT agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. ARCHITECT certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by

a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.

- 11.3. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any “violent felony” as defined in California Civil Code Section 667.5(c) or serious felony defined by California Civil Code Section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District’s request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Article, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.
- 11.4. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to ARCHITECT, ARCHITECT’S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services. Additionally, ARCHITECT shall comply with DISTRICT’S policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 11.5. **Architect Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, including, but not limited to the costs of administration of this AGREEMENT, if greater than \$10,000, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, ARCHITECT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.6. **Review, Approval or Acceptance.** Review, approval or acceptance of ARCHITECT’S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT’S work.
- 11.7. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

- 11.8. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.9. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.10. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT'S employees.
- 11.11. **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.12. **Non-Assignment.** The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and/or control of ARCHITECT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.13. **Permits/Licenses.** ARCHITECT and all ARCHITECT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.



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

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

DISTRICT	ARCHITECT
Name	Principal Contact
Construction Manager	Title
South Orange County	Company Name
Community College District	
28000 Marguerite Parkway	Company Address
Mission Viejo, CA 92692	Company Address
email	email

COPY  
Priya Jerome  
Executive Director, Procurement,  
Central Services & Risk Management  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[pjerome@socccd.edu](mailto:pjerome@socccd.edu)

11.16. **Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.

11.17. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive

services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

11.18. **Supersedes**. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied in relation to the Services contemplated in this Agreement for this specific project. No other Agreement or understanding concerning the same has been entered into or will be recognized.

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

11.20. **Approval by District's Board of Trustees**. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

11.21. **Definitions**

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

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

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

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

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

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

g. **Substantial Completion**. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work

can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.

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

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

ARCHITECT  
Insert Firm Name

DISTRICT  
South Orange County Community College District

\_\_\_\_\_  
Insert Name  
Insert Title

\_\_\_\_\_  
Choose an item.  
Choose an item.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer number)

Attachment A Proposal  
Attachment B Criteria for Billing Extra Work

Insert Proposal Here

**ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK**

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

1. Making revisions in drawings, specifications or other documents when such revisions are:
  - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
  - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
  - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
2. Providing services required because of significant documented changes in the PROJECT initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the ARCHITECT'S specified specification of the PROJECT.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract.

<u>Architectural Services</u>	<u>Fee Per Hour</u>
Principal	\$Insert value
Project Manager	\$Insert value
Technical Support Staff	\$Insert value
Administrative Support Staff	\$Insert value

Structural Engineers \*\* Insert Name or Not Used

Add pricing categories if Used \$Insert value

Mechanical Engineers \*\*Insert Name or Not Used

Add pricing categories if Used \$Insert value

Civil Engineers \*\*Insert Name or Not Used

Add pricing categories if Used \$Insert value

Landscape ARCHITECTS \*\*Insert Name or Not Used

Add pricing categories if Used \$Insert value

Estimator \*\*Insert Name or Not Used

Add pricing categories if Used \$Insert value

Electrical Engineers \*\*Insert Name or Not Used

Add pricing categories if Used \$Insert value

**RFP - Attachment C**

**SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK**

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Contract and shall be revised each twelve (12) months; thereafter, based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal	\$XXX
Associate	\$XXX
Project Manager	\$XXX
Special Services: CEO/Principal Consultant	\$XXX
Clerical	\$ XXX

RFP - Attachment D

**SAMPLE: TEMPLATE FOR MONTHLY INVOICE**

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services.

Invoice

Parker Davis  
 South Orange County Community College District  
 28000 Marguerite Parkway  
 Mission Viejo, CA 92692-3635

Date: TBD  
 SOCCCD Project Number: TBD  
 Consultant Invoice number:  
**Purchase Order: TBD**

Project: Architectural Services,  
 Library and PAC Storage  
 Project, Irvine Valley College

**Consultant TBD**

Consultant Address  
 City / State / Zip code  
 Phone Number

**Professional Services from Month/01/Year - Month/31/Year**

Billing	Percent of Fee	Fee	% Comp	Earned	Previous Billing	Current Billing	Balance Remaining
Design Phase	60	XX.00		0.00	0.00	0.00	XX.00
Bidding Phase	5	XX.00		0.00	0.00	0.00	XX.00
Construction Phase	30	XX.00					
Close Out Phase	5	XX.00					
<b>TOTAL CONTRACT AMOUNT</b>		0.00		0.00	0.00	<b>0.00</b>	XX.00
<i>Amendment 01</i>							
<b>REVISED CONTRACT AMOUNT</b>		0.00	0.00	0.00	0.00	<b>0.00</b>	XX.00

**Reimbursable Expenses**

List reimbursable items

**Total Reimbursable rate at 1.1**

times TBD 1.1 TBD

**TOTAL THIS INVOICE** \_\_\_\_\_