Exhibit A
Physical Education Complex (Kinesiology, Athletics and Dance) Renovation
Diablo Valley College

District Standard Architectural Services Agreement Template
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
ARCHITECT-ENGINEER SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY ARCHITECT-ENGINEER - APPENDIX A

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # _____TBD______________ dated _____TBD______________, 2016____, between Contra Costa Community College District (the “District”), and TBD. (Architect-Engineer”) providing for professional services.

1. Scope of Project Under this Agreement

1.1. General: Provide complete architectural/engineering design services (schematic, design development, construction documents, bidding, construction administration, and project close out for the [insert exact project name as in header], which shall include [include a summary of project scope language, discussing building any site work scope of work; delineate landscape needs and any connections with the rest of a college campus as applicable].

1.1.1. Design Basis: Existing road access should remain in operation until new buildings and sitework are complete. If construction phasing and swing space is required, Architect-Engineer shall include phasing plans and drawings, to include development of any necessary work restrictions, in the construction plans and specifications. Demolition of any existing structures and utilities shall be incorporated into the project, although hazardous material and waste requirements will be developed by others for the Architect-Engineer to include into the construction contract documents.

1.1.2. LEED Certification: The District has a LEED Certification Goal XXXX for this project and shall be executed in accordance with Appendix I of this Agreement to include energy modeling.

1.1.3. Design Style: The design shall follow the general exterior architecture style for the college so that the new facilities blend in with the surrounding areas and do not look out of place.

1.1.4. Site Design: The design work shall address approach, circulation, laydown, and service access throughout the site and facility both during and after construction. Site design and construction shall include accessible path of travel. Some remote-site modifications may be required for ADA compliance and DSA approval of this project. [insert if needed: Architect-Engineer shall develop and include a Stormwater Pollution Prevention Plan (SWPPP), in compliance with California State laws and requirements, for implementation by Contractor during construction].

1.1.5. Alternates: [insert if alts are needed]

1.1.6. Special Provision: [insert any special project specific provisions]

1.2. Criteria Governing Architect-Engineer’s Services on Project

1.2.1. Architect-Engineer, by this Agreement, accepts the relationship of trust and confidence established between Architect-Engineer and District. Architect-Engineer covenants with District to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or
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occupation currently practicing under similar conditions and in similar locations, and under California law applicable to those experienced in providing architectural and engineering services for educational projects of the type, scope and complexity of the Project in performing services under this Agreement. Architect-Engineer shall use its professional efforts to complete the Project in an expeditious and economical manner consistent with the interests and goals of District. District expects that Architect-Engineer shall take all reasonable precautions necessary to protect the Architect-Engineer’s employees, District’s employees, and members of the public from risk of harm arising out the nature of the work. (“Standard of Care”)

1.2.2. Architect-Engineer shall make a reasonable effort to design the Project so that actual construction costs do not exceed the budgeted cost as established for construction contained in this Agreement. The Architect-Engineer shall promptly notify the District’s Design Representative and/or Project Manager in writing when the Architect-Engineer believes that the Construction Budget might be exceeded.

1.2.3. Architect-Engineer shall not, unless otherwise permitted in writing by Project Manager or Chief Facilities Planner, propose or recommend any design which has the effect of shifting design responsibilities from Architect-Engineer to a contractor, through performance specifications or any other means or methods. Performance specifications will be allowed only when necessary to preclude single vendor sources. The District recognizes that this does not included DSA required deferred approval items or typical shop drawings.

1.2.4. Architect-Engineer shall not, unless otherwise directed and permitted in writing by Project Manager, specify unique, innovative, proprietary or sole source products, equipment, systems or materials. If requested by District, as Basic Services, Architect-Engineer shall comment on any District-proposed unique, innovative, proprietary or sole source products, equipment, systems or materials.

1.2.5. Architect-Engineer’s design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA requirements.

1.2.6. Architect-Engineer must coordinate with other consultants on the District’s Capital Improvement Program, as directed by District’s Project Manager, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Architect-Engineer shall not have responsibility for the errors, omissions and technical adequacy or accuracy of consultants separately engaged by District.

1.2.7. Architect-Engineer shall include the District Project Manager and/or the District Chief Facilities Planner on all communication, deliverables, and/or submittals with or to project stakeholders and outside agencies on matters relative to the design of the Project or this Agreement.

1.2.8. The District reserves the right to contract for additional planning and design services under this contract. Additional design services may be requested as an Additional Service, or as a separate Task Order amending this Agreement.
2. Definitions. The following terms as used in this Agreement are defined as follows:

2.1. Additional Service Authorization: A written authorization for additional services beyond that required to be provided under the Agreement as Architect-Engineer’s Basic Services.

2.2. Agreement: The document setting forth the terms of the professional contract between the Architect-Engineer and the District.

2.3. Alternates: Design options, either additive in scope and estimated cost or deductive in scope and estimated cost, developed during design and depicted in the Construction Documents that allow the District to choose, at time of Bid, which options to select. Alternates shall be designed and incorporated into the Construction Documents in such a way and with sufficient detail that allows any option to be taken and still result in a complete and usable building and site in accordance with the program and goals of the Project.

2.4. Amendment: Revisions made to the Agreement.

2.5. Appropriate Authorities and Agencies: Municipal, county, state, regional or federal authority with which the project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, specifications, permits, etc., such as: the local and/or State Fire Marshal, Division of the State Architect, California Community Colleges-System Office (Chancellor’s Office), Health Department, or any other applicable organization responsible for code compliance and/or inspection in connection with the project.

2.6. Architect-Engineer: The design firm identified in the signature box of the Agreement and consulting architects, consulting engineers, specialty firms, or any other person or entity contracted by Architect-Engineer for this Work.

2.7. Basic Services: The services provided by the Architect-Engineer as described in this Appendix of the Agreement.

2.8. Bid Item: Certain Work as defined in the Bidding Documents that may be added to or deducted from the Base Bid amount if the District decides to accept a corresponding change in either the amount of Work to be completed; the Contract Documents; or in the products, materials, equipment, systems, or installation methods described on the Contract Documents.

2.9. Bid Package: Separate and complete contract documents prepared for a specific portion of Work to be bid independently.

2.10. Building Information Model: “Building Information Model”, “BIM”, or “Model” is a parametric, computable representation of the project design developed by the Architect-Engineer, its consultants, and any Contractor or Subcontractors with BIM responsibilities, and includes construction details developed by the Contractor and its respective consultants and subcontractors that are integrated into the model. As used in this Agreement, references to Building Information Model, BIM, or the Model, include the primary design model or models and all linked, related, affiliated or subsidiary models developed for design, analysis, estimating, detailing, fabrication, construction, operation or maintenance of the project, or any portion or element of the project, whether the model is prepared by the Architect-Engineer or prepared by Contractor’s subcontractors or consultants.

2.11. Comprehensive Interior Design (CID): CID includes the Structural Interior Design (SID) and the Furniture, Fixtures and Equipment (FF&E) Design.
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2.11.1. The Structural Interior Design includes building related design elements and components generally part of the building itself, such as walls, ceilings, floor coverings and built in casework. The interior designer’s knowledge and involvement in the project from the programming stage forward affords maximum success in accomplishing the user’s goals and requirements. The interior designer must be involved with the programming and space planning to help achieve the client’s goals for space utilization, and with determining the desired interior finish materials and their respective aesthetic, durability and maintenance qualities or performance characteristics. In addition, the interior designer must provide a furniture footprint based on the project program. The SID shall be performed by a qualified interior designer.

2.11.2. The Furniture, Fixtures & Equipment Design is the development of the items and associated fitting and space relationships for the loose interior building materials, equipment, finishes, special effects, and furnishings that result in an integrated and functional design theme. It includes the selection, layout, specification and documentation of pre- and post-wired work stations, seating, visual display items, office equipment such as copiers and printers, accessories, window treatments, artwork, computers and networking equipment, audiovisual equipment, security cameras and network storage, staff and student desks and file cabinets, storage containers, loose furniture, graphics, wall coverings and hangings, writing boards, entry directories, room signage, break-room and eating space appliances, waste receptacles and other similar items, including contract documentation to facilitate pricing, procurement and installation. FF&E design also includes working with user groups to determine which pieces of FF&E may be reused from the existing spaces so that in the end, the list of FF&E includes all FF&E that will go into the project regardless of the source of the FF&E. FF&E does not include telephone handsets, or instructional or office related loose supplies. The FF&E package is based on the furniture footprint developed in the SID portion of the interior design. Items such as markerboards, bulletin boards and some window treatments may be specified in either the SID or the FF&E.

2.12. Construction Budget: Construction Budget shall mean District’s approved budget for all construction requirements, or the Estimated Construction Cost approved by the District during design plus other costs not covered by the Estimated Construction Cost. This is all budgeted funds available to pay for the cost of all construction, including all on and offsite improvements, swing space, temporary improvements, and any other construction costs related to the Project.


2.14. Construction Cost: The actual and final cost to the District for construction of all elements of the project, including the cost of labor, material, equipment, plus contractor’s overhead and profit and construction bond. Construction Cost does not include compensation for the Architect-Engineer’s and their consultants’ design services, District’s project management charges, land value, cost of rights of way improvements, financing or other costs which remain the responsibility of the District.

2.15. Construction Documents: The working drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, change orders, and electronic submittals developed to set forth in detail aspects of design, function and construction and will be used for estimating the cost of the project, securing bids for constructing the project, and directing a
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contractor in construction of the project. These construction documents shall be full, complete, coordinated, and comprehensive, giving such directions as will enable any competent contractor to carry them out.

2.16. Construction Manager: District may retain a Construction Manager for the Bid and Construction phases of the project. Architect-Engineer must perform its services in cooperation and collaboration with the Construction Manager, consistent with this Agreement and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by District and documented by Architect.


2.18. Contractor: The firm responsible for performing the Work under the Contract for Construction.

2.19. Consulting Services: Those Consulting or Subconsulting services provided by but not limited to architecture, civil, landscape architect, structural, electrical, mechanical, fire alarms, acoustical, security, kitchen specialist, telecommunication and data systems specialty consultants, interior and FF&E designers and cost estimators, which are necessary and appropriate to provide the design and direction of a complete project.

2.20. Coordination: The interdisciplinary coordination to ensure the documents shall be consistent and in conformance with all parts of the construction documents.

2.21. CSI: Construction Specification Institute

2.22. DSA: Division of the State Architect, Department of General Services, State of California.

2.23. Direct Cost for Services: Either the direct salaries paid by the Architect-Engineer for the services of employees with respect to the project or the direct salaries paid by the Architect-Engineer’s consultants for the services of their employees with respect to the project, including the portion of the cost of the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, vacations, sick leave, holidays, pensions, and similar contributions and benefits; and overhead expenses.

2.24. Estimated Construction Cost: The estimated cost to the District of all elements of the Work designed or specified by the Architect-Engineer to mid-point of construction, including the cost of temporary swing space, equipment designed, specified, selected or specially provided for by the Architect-Engineer (plus a reasonable allowance for the contractor’s overhead and profit and construction bond), FF&E and design elements developed as a part of comprehensive interior design. Estimated Construction Costs also include a reasonable allowance for contingencies for market conditions at the time of bid and for changes in the work during construction. Architect-Engineer shall include within the Estimated Construction Cost design contingency amounts as follows: 15% during schematic design; 10% during design development; 5% during construction documents. However, it does not include compensation for the Architect-Engineer’s and their consultants’ design services, District’s project management charges, land value, cost of rights of way improvements, financing or other costs which remain the responsibility of the District. Estimates prepared by the Architect-Engineer represent the Architect-Engineer’s judgment as a design professional familiar with the construction industry, not as a Contractor. It is recognized, however, that neither the Architect-
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Engineer nor the District have any control over the cost of labor, materials or equipment, over the Contractor’s methods of determining bid prices, or over competitive bidding or market conditions. It is recognized the Architect-Engineer does not guarantee or represent that bids will not vary from the Estimated Project Construction Cost or from any estimate of construction cost or evaluation prepared by Architect. This, however, is not intended to discharge the Architect-Engineer from any obligations imposed or otherwise consistent with the standard of care.

2.25. Fee: The agreed upon payment to the Architect-Engineer for the Basic Services.

2.26. Guide Specifications: These are construction specifications in CSI format that define the materials and systems acceptable to the District, including considerations of economy, performance, and maintenance and operations. The Guide Specifications often include alternative choices. In any case, they must be edited by the Architect-Engineer to suit the needs of each specific project.

2.27. Inspector of Record (Project Inspectors): District will engage Project Inspector(s) as required by the California Education Code and Title 24, which Project Inspectors shall have been approved by Architect-Engineer and submitted by Architect-Engineer to DSA, as required by those codes. Said Project Inspectors shall be under the direction of consultant, as required by the California Code of Regulations.

2.28. Project: The planning, design, construction, and outfitting of the facility described herein.

2.29. Project Cost: The total cost of planning, design, construction, and outfitting of the facility described herein, including temporary swing space if required.

2.30. Project Manager: The District’s designated project representative. District Design Manager may serve in this capacity during the project’s design phases, up to the Bid Phase.

2.31. Project Record Drawings: The Drawings and Project Specifications as prepared under Construction Documents that have been revised to incorporate changes to the project subsequent to the issue of the bidding documents for the project. Changes to be incorporated shall be based on information provided by the Contractor (“As-Built Drawings”) and include, but not be limited to, addenda, change orders, Requests for Information, construction alterations, and all other changes to the physical components of the project. Changes shall be incorporated into the appropriate location within the original contract documents. Simple attachments to the original DSA approved document set are not acceptable.

2.32. Project Space Program: The Project Space Program that defines size and number of the educational spaces and support facilities for the Project.

2.33. Sustainability: Sustainability is the physical development and institutional operations practices that meet the needs of the present users without compromising the ability of future generations to meet their own needs, particularly with the regard to use and waste of natural resources. Sustainable practices support ecological, human, and economic health and vitality. Sustainability presumes that resources are finite, and should be used conservatively and wisely with a view to long term priorities and consequences of the ways in which resources are used.

2.34. Work: The construction and services required by the Contract Documents, whether completed or partially completed, and including, all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.
3. Basic Services

3.1. Scope. Basic Services shall include all the services and activities specified below and herein in Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase Bidding Phase, Construction Phase, Project Close-Out Phase, and Post-Construction Claims Resolution Phase.

3.2. General Description and Requirements.

3.2.1. The Architect-Engineer shall perform the requested services based on the terms and conditions stated in this Agreement. If the stated terms and conditions of this Agreement are ambiguous, then the Architect-Engineer shall perform the required services in accordance with applicable standards of professional care, to comply with the times for completion of services set forth in this agreement and any schedules for the Architect-Engineer’s services to be agreed upon by the parties. Time is of the essence in the performance of this Agreement. Time periods so established shall not be exceeded by the Architect-Engineer except for delays due to causes outside the Architect-Engineer’s control (which term shall not include staffing problems, insufficient financial resources, or default or negligent acts, errors or omissions on the part of the Architect-Engineer or its Subconsultants). In the event Architect-Engineer is delayed in the performance of its services through no fault of its own, then Architect-Engineer shall be entitled to an equitable adjustment of the schedule equal to the length of the delay event.

3.2.2. Architect-Engineer shall record the discussions of all design phase meetings, including, but not limited to user group meetings, committee meetings, college or District project presentations, meetings with authorities having jurisdiction over the Project, up to Bidding Phase, and provide a draft copy of the minutes to the District within three (3) working days. Architect-Engineer shall also record discussions of all meetings at Bid Phase and after at which a District Representative is not present. The District will review and provide review comments to the Architect-Engineer. The Architect-Engineer shall then incorporate the District’s comments, sign, publish, and distribute the final minutes of the meeting within two (2) working days following receipt of District comments. If review comments are not received back from the District within five (5) working days the minutes will be considered final.

3.2.3. Services performed by Architect-Engineer shall conform to the requirements of the laws of the State of California applicable to schools construction, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, Public Contract Code, and the California Code of Regulations. As referenced in those codes, “Responsible Charge” for the work shall be with a Licensed Architect or Registered Engineer in the State of California.

3.2.4. Plans, specifications, code analysis, design calculations, Site data, and cost estimates, if any, required to be prepared by Architect-Engineer shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Education Code and Code of Regulations, and such personnel shall also be in Responsible Charge of observation of the construction, as required by those codes.

3.2.5. Architect-Engineer shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of the Project to
which this Agreement applies, including but not limited to, all architectural, acoustical, civil, electrical, fire protection, mechanical, plumbing, and structural engineering, code analysis consultation, lighting design, landscape design, telecommunications and data design, access control and security design, comprehensive interior design, audiovisual equipment design and integration, and cost estimating services required to perform the Services. Architect-Engineer shall not hire any Subconsultant to assist with preparation of any portion of plans or specifications that may hold any financial interest, whether direct or indirect, in the outcome of bidding on the Work or FFE associated with the Project.

3.2.5.1 Comprehensive interior design is required on all new construction and major interior renovation projects, and shall be provided unless otherwise directed. Interior design and review must be accomplished by, or in consultation with, professional interior designers or architects with significant interior design experience. Qualification of designers is based on education, experience and examination. Interior designers or architects shall have completed a recognized program of academic training in interior design; and/or will have attained registration or licensure as required by the locality or district where the project work occurs.

3.2.5.2 For contracted interior design services, the interior designer or architect must be NCIDQ certified and must not be affiliated with any furniture dealership, vendor or manufacturer. The District reserves the right to approve or disapprove the qualifications of the interior designer selected.

3.2.6 Architect-Engineer shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of Architect-Engineer. Architect-Engineer’s contracts with Subconsultants (and their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with Subconsultants’ scope of work. District shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Architect-Engineer, which approval shall not be unreasonably withheld. Subconsultant list shall be submitted to District prior to award of this Agreement, and at any time that changes, additions, or deletions are contemplated.

3.2.7 The architects, engineers, designers and technicians involved with providing services under this Agreement must be trained and experienced in using BIM technology and processes. Unless BIM software is being provided by the District, Architect-Engineer must have, or must obtain at its own cost, sufficient software licenses and computer hardware to adequately perform the services required.

3.2.7.1 Architect-Engineer will provide District with a detailed written description of the BIM experience of its key project team members. At a minimum, the key project team members include the principal project designer, the design discipline lead designers, the construction administration project manager, and the construction cost estimator. In addition, Architect-Engineer will designate a BIM Facilitator to oversee the technical aspects of developing, managing and maintaining the BIM model, and BIM Coordinators from each design discipline that have input to the model.
3.2.7.2. The BIM must satisfy the requirements of the District BIM Standards (Appendix G) and BIM Project Execution Plan Template on file at the District office, (Appendix H) of this Agreement, and any additional requirements noted in the Agreement. To the greatest extent practicable, the BIM should describe the project as it will be constructed, with the exception of elements that cannot be practically modeled because of software limitations or that are smaller than elements normally modeled on similar projects. All limitations to the extent of modeling must be identified in the BIM Execution Plan and agreed in writing by the District. Those project elements that are not modeled will be constructed in accordance with supplementary design information prepared by Architect-Engineer that has been fully coordinated with the modeled information.

3.2.7.3. A Preliminary Design BIM Execution Plan (BEP) shall be submitted to the District as noted in section 2 of the District BIM Standards. The BIM Facilitator and the District representative shall work together to produce the final Design BEP. The Design BEP shall become part of these contractual obligations. Approval of the BEP shall be required prior to the start of any design work unless otherwise directed by the District.

3.2.7.4. Architect-Engineer shall coordinate with the District for the date, time, and location details for a BIM Kick-off Meeting. There must be at least one representative from each design discipline that will be working directly within the Model. Follow-on BIM Coordination Meetings are to be held regularly as defined in the Design BEP, and on other occasions as needed to maintain the schedule and quality of the Project design and construction.

3.2.7.5. Other BIM Deliverables are to be submitted to the District as noted in parts 3 and 4 of the District BIM Standards, or as otherwise noted in this Agreement.

3.2.8. Architect-Engineer shall require each of its Subconsultants to execute agreements containing standard of care (Appendix A 1.2.1) and indemnity (Appendix B 6.1) provisions consistent with those in this Agreement and which will indemnify and hold District and its agents harmless from any and all negligent acts, errors or omissions of the Subconsultants.

3.2.9. To the extent necessary to complete its design Services for the Project, Architect-Engineer shall review as-built information supplied by District concerning existing structures, facilities and utilities. At least once during each phase of design, Architect-Engineer and Subconsultants shall visit the Project Site and review and evaluate existing conditions to validate design or existing condition assumptions based on information supplied by District. Such review of existing conditions is restricted to that which is available and accessible in plain view or by non-destructive opening of rooms, ceiling panels, floor panels, electrical panels, hand-holes, and manholes. A record of all Site visits shall be entered into the monthly report required herein. If such review indicates the need to verify and update existing information which requires extra cost, the District shall negotiate for Additional Services with the Architect-Engineer. Architect-Engineer is entitled to reasonably rely upon District supplied information when supplemented with its own review of existing conditions as noted in this paragraph.
3.2.10. Architect-Engineer shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Architect-Engineer, at no additional cost or delay to District. Architect-Engineer shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to schools.

3.2.11. Throughout Architect-Engineer’s performance of the Services, Architect-Engineer shall make written recommendations to District concerning any additional information necessary to complete the Services.

3.2.12. Architect-Engineer shall provide District with a copy of all written communications and submittals to third parties regarding this Project.

3.2.13. Where applicable, Architect-Engineer shall develop and prepare energy models, energy savings estimates and deliverables necessary for District to submit to PG&E, Division of State Architect, and any other authority with jurisdiction, for energy savings incentives, LEED certification if included in Scope of Project paragraph 1.1 of this Appendix, or other pertinent information as required. Architect-Engineer shall then monitor construction for compliance with such incentive requirements and report to the District any problems encountered or anticipated.

3.2.14. Architect-Engineer and Subconsultants shall cooperate and coordinate with District Commissioning Consultant in all phases of work under this Agreement to ensure the Project is designed and commissioned in accordance with all California Title 24 Code requirements under which the project must comply. Information required by Commissioning Consultant shall be supplied in a reasonable time such that design, construction, and closeout are not delayed. Input from Commissioning Consultant shall be acted on if reasonable, or a response supplied as to why the input is not deemed actionable or reasonable. The District goal is for Architect-Engineer and Commissioning Agent to work collaboratively together to provide a complete, usable, and fully functional building and building systems that are code compliant and that meet a Basis of Design and/or other design parameters applicable to the Project.

3.2.15. Independent and District Review. The Project may be subject to timely and independent reviews conducted by the District. The Architect-Engineer and Subconsultants shall cooperate with these independent design reviews and reviews by District personnel. The Architect-Engineer shall attend meeting with District and independent reviewers as reasonably necessary to achieve project goals.

3.2.15.1. Model data must be reasonably available for District review and comment throughout the project. The District Project Manager, and others designated by the Project Manager shall be provided with secure access to the server or servers where the BIM is located and with a reasonable method for providing comments regarding the BIM.

3.2.15.2. District’s right to review, and District’s review of design and modeling information is for District’s convenience, alone, and does not create any duty for District to review design or models or to take any action upon reviewing the same, nor does it relieve Architect-Engineer of any of its responsibility for complying with
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the terms of the Agreement, including its responsibility to properly design the project in accordance with the Standard of Care.

3.2.15.3. Architect-Engineer shall prepare written responses to written design review comments and shall make changes to the Documents responsive to those comments. If the Architect-Engineer does not deem a comment to require a change, the Architect-Engineer shall so state in the written response to the comment, providing reasons why no change should be implemented. If the District nevertheless directs the Architect-Engineer to implement the requested change, the Architect-Engineer will do so, unless doing so would result in a violation of Applicable Laws. If written responses to review comments indicate changes have been made or issues resolved, and it is subsequently discovered that the changes have not been implemented, District may back-charge Architect-Engineer for costs of additional independent review.

3.2.15.4. Architect-Engineer is not entitled to rely on independent or District review for design or document quality control, or for proper coordination within or between design disciplines. Architect-Engineer accepts full responsibility for providing design services in accordance with the Standard of Care. In the event of dispute between Architect-Engineer and District regarding quality of design or compliance with accepted design process, it shall be incumbent upon Architect-Engineer to provide industry accepted quality control standards to District and demonstrate standards have been met.

3.2.15.5. District shall have the right, but not the obligation, to have independent cost estimate(s) conducted by an estimator designated by the District and at the District’s expense. The Architect-Engineer shall be available to answer the estimator’s questions regarding the design and to attend meetings with the estimator as reasonably necessary to timely reconcile the Architect-Engineer’s estimate with the independent estimate(s).

3.3. Architect-Engineer shall fully review, evaluate, and coordinate all architectural and engineering disciplines and Subconsultants involved in completing the Services. Architect-Engineer’s Subconsultants shall fully coordinate with Architect-Engineer and all architectural and engineering disciplines and Subconsultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect-Engineer and each Subconsultant interfaces well and is properly coordinated, architecturally sound and well-engineered, with details that work together with regard to all affected disciplines.

3.3.1. Architect-Engineer shall mutually coordinate its work on the Project with District personnel and work of other consultants on other projects in the Program as directed by Project Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.

3.3.2. District will procure geotechnical, surveying, and hazardous materials testing and monitoring consultants. Architect-Engineer shall incorporate into the Contract Documents such deliverables from these services as is appropriate in order to compile a complete set of Construction Documents.
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3.3.2.1. Architect-Engineer shall mutually coordinate its work on the Project with work of the District’s separately maintained hazardous material consultants when applicable. Such coordination shall not impose on Architect-Engineer responsibility for the work of the hazardous materials consultant. However, Architect-Engineer shall consider the work of the hazardous materials consultant in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable. The Architect-Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the Project premises, including, but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl (PCB), mold, bacteria, fungi, lead-based paints or other similar materials, or other toxic substances, infectious materials, or contaminants.

3.3.3. Architect-Engineer shall immediately advise District in writing if any consultant fails to coordinate its work with Architect-Engineer.

3.3.4. District shall make arrangements for its own personnel and consultants to mutually and reciprocally cooperate and coordinate with Architect-Engineer and its Subconsultants.

3.4. Architect-Engineer shall complete or cause to be completed all services required under this Agreement in accordance with an approved Master Program Schedule, if applicable, and Milestone Schedule to be developed by District.

3.4.1. At the start of each phase of the Services under this Agreement, Architect-Engineer shall prepare and submit for District’s acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Architect-Engineer’s progress.

3.4.2. For the Project, Architect-Engineer shall prepare, submit for District’s acceptance, and maintain a design schedule detailing, Architect-Engineer’s scheduled performance of the Services. The schedule shall fit within and coordinate with the overall Master Schedule and Milestone Schedule, including any and all design interfaces referenced in the Master Schedule and all updates to the Master Schedule.

3.4.3. Architect-Engineer’s schedule shall be updated monthly. The schedule shall be in a computer software format compatible with District’s existing computer software format, which is currently Microsoft Project. The schedule shall be submitted in electronic MS Project and pdf formats. The schedule shall include appropriate District and third party design review durations for each design phase submittal.

3.4.4. Architect-Engineer shall adjust and cause its Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.

3.4.5. Revisions to Architect-Engineer’s schedules shall be prepared and submitted when requested by District, but no more frequently than once a month. District’s acceptance of Architect-Engineer’s schedule will not create any duty of care or impose on District any responsibility for the sequence, schedule or progress of Services nor will it interfere with or relieve Architect-Engineer from Architect-Engineer’s full responsibility.
3.5. Deliverables Required Under This Agreement - Generally: Each deliverable shall be reviewed with representatives of District. Deficiencies in deliverables and modifications required to conform to the requirements of this Project and Agreement, and modifications to achieve reasonable acceptability of deliverables to the District, shall be promptly performed, at no additional cost to District.

3.5.1. Unless otherwise directed herein or modified by mutual agreement during performance of this Agreement, Deliverables will be formally transmitted to the District in electronic format (MS Office, CAD, or graphic files, and a copy in PDF format) on CD or flash drive (1 set), and 8 1/2” x 11”, 8 1/2” x 14”, or 11” x 17” for documents, or half-size for drawings for interim design phase deliverables, and full size drawings for final phase deliverables, in bound paper hard copy form (3 sets).

3.5.2. Unless otherwise directed, filenames for electronic submittals shall be consistent with the Deliverable, and shall begin with the Project Number-Project Name, followed by the deliverable description.

3.6. Deliverables Required Under This Agreement - By Phase: Required Deliverables are generally listed in each section of this Appendix. Unless otherwise directed, filenames for electronic submittals shall be consistent with the Deliverable, and shall begin with the Project Number-Project Name, followed by the deliverable description.

3.7. Monthly Progress Report: Architect-Engineer shall provide District with a Monthly Progress Report, in writing, reporting on Architect-Engineer’s progress and any problems in performing the Services of which Architect-Engineer becomes aware. The Monthly Progress Report may cover more than one Project, provided it does so in separate sections. Monthly Progress Report shall include, but is not limited to:

3.7.1. A narrative of the work performed (including a list of any contract deliverables provided) in the current report period, and identification of areas of concern, actions and approvals needed.

3.7.2. A schedule assessment and proposed ways to work around any problems that arise. Clearly identify actual performance with respect to the current approved version of the schedule.

3.7.3. Scheduling of Architect-Engineer’s own Services with other projects within the overall Master Schedule, if applicable

3.7.4. Any and all design changes affecting the performance, function, appearance, size, usage or estimated cost of the Project.

3.8. Compliance with Laws: Architect-Engineer shall comply with the standard of care applicable to an Architect-Engineer experienced in schools design regarding the interpretation, application and compliance with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Administrative Code Title 24 (Public Works), Division 1 (Department of General Services), Chapter 1 (“Title 24”). Architect-Engineer shall perform all duties which Title 24 imposes on school project architects and engineers, including those summarized generally in Section 41 of Title 24,

3.9. State Communications: Assist with and coordinate all communications with State Chancellor’s Office, secure necessary approvals from Division of the State Architect, and assist with
and coordinate any necessary approvals with other Authorities Having Jurisdiction. The District shall be copied on all such communications.

3.10. Estimating Services

3.10.1. As a part of Basic Services, the District may increase or decrease Construction Budget and/or design space program at the end of programming or schematic design phases based on the latest Estimated Construction Cost for the proposed design, project needs and requirements, and budget availability.

3.10.2. In the event any estimate during the course of the project indicates an Estimated Construction Cost in excess of the latest-approved Construction Budget or area calculation in excess of the latest approved Project Space Program, Architect-Engineer shall immediately meet and confer with District. Architect-Engineer shall prepare and offer reasonable alternatives for cost and/or space area reduction. Upon District acceptance of the alternatives, Architect-Engineer shall incorporate all changes to the documents, at no extra fee, and resubmit. In the event that District accepts alternates impacting in excess of 10% of the Project Space Program and requiring a significant change in efforts by Architect-Engineer, Additional Services may be negotiated or the Basic Fee may be re-negotiated. The Estimated Construction Cost and the Construction Budget shall be reconciled at the end of each design phase of the project and prior to commencement of the subsequent design phase.

3.10.3. Adherence to the mutually agreed Project Schedule, Project Cost, and Construction Budget shall be the responsibility of Architect-Engineer. Architect-Engineer shall perform the following:

3.10.3.1. Preliminary Schematic Designs: Architect-Engineer shall prepare and submit a programmatic ($ per square foot or parametric) Estimated Construction Cost with area calculations for each proposed design solution. Architect-Engineer shall design at least one schematic design to meet the Construction Budget for the project. District may direct development of Alternates as a part of Basic Services during this design phase.

3.10.3.2. Final Schematic Design: Architect-Engineer shall prepare and submit a programmatic ($ per square foot or parametric) Estimated Construction Costs with area calculation for the final design approach accepted by the District. District may direct development of Alternates as a part of Basic Services during this design phase.

3.10.3.3. Design Development Phase: Architect-Engineer shall prepare and submit detailed Estimated Construction Costs in CSI format with area calculations at completion of design development phase. Should the District require multiple contracts, if defined in the Scope of Project, the Architect-Engineer shall prepare separate Estimated Construction Costs for each bid package. Development of Alternates requested after start of this design development phase shall be subject to negotiation for Additional Services if Estimated Construction Costs in excess of the Construction Budget are the result of District requested changes in the Scope of Project, otherwise development of Alternates are a part of Basic Services.

3.10.3.4. Construction Document Phase: Architect-Engineer shall prepare and submit detailed Estimated Construction Costs in CSI format with area calculations within two
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(2) weeks of the 50% completion, and again with the final review package submitted to District prior to submittal of final design to DSA. These estimates shall be subject to District review and Architect-Engineer shall incorporate all District corrections. Development of Alternates requested after start of this construction documents phase shall be subject to negotiation for Additional Services if Estimated Construction Costs in excess of the Construction Budget are the result of District requested changes in the Scope of Project, otherwise development of Alternates are a part of Basic Services.

3.10.4. At each stage of design, submit an updated cost estimate with the appropriate level of detail as required by that particular submittal. If the review of the given submittal produces review comments that cause a significant change in the estimated cost, submit a revised estimate and price validation within 14 days of receipt of those comments or the review conference, whichever occurs first. The detailed cost estimates shall include line items for discrete items of work. Lump sum estimates must be limited to only minor items and shall not be used when quantity takeoffs can be developed.

3.10.5. If the District retains the services of a Value Engineer (VE) to review the Construction Documents prepared by the Architect, it shall be at the District’s sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Architect’s services. The District shall promptly notify the Architect-Engineer of the identity of the VE and shall define the VE’s scope of services and responsibilities for the Architect. All recommendations of the VE shall be given to the Architect-Engineer for review, and adequate time will be provided for the Architect-Engineer to respond to these recommendations. If the Architect-Engineer objects to any recommendations made by the VE, it shall so state in writing to the District, along with the reasons for objecting. The Architect-Engineer shall incorporate the agreed value engineering changes into reports, drawings, specifications, addenda, or other documents required for bidding.

3.11. Space Analysis Requirements: Architect-Engineer shall, at the start of work under this Agreement, assist the District with development of an inventory of existing space use for the educational and functional elements found in the Scope of Project.

3.11.1. This inventory of existing space use, detailed in tabular form by building and by room, as modified if additional information regarding existing space use becomes apparent during the course of design, shall be the basis of a tabular comparison by Architect-Engineer of existing spaces and spaces as designed at midpoint and at end of each phase of the Project. Room detail shall, when possible, include the title or room use of the educational or functional use of the space. The deliverable under this requirement shall be formatted in such a way to allow District to easily see changes in space use such as growth over existing space, downsizing from existing space, adding of new space, and elimination of space, during at end of each design phase of the Project.

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4. Programming Phase

4.1. Period of Service: The services called for in the Programming Phase will be completed under separate agreement, and the required deliverables submitted within the stipulated periods of time indicated in Appendix D, “Milestone Schedule”. The approved Programming Document shall be used and incorporated into the work under this Agreement.

5. Schematic Design Phase

5.1. Period of Service: The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix D, “Milestone Schedule”. Written authorization to proceed with the Schematic Design Phase will be given following review and acceptance of all services required under the Programming Phase. Activities and deliverables for Schematic Design shall generally follow the AIA Schematic Design Quality Management Phase Checklist of October 2011, and the following:

5.2. Consultation with District

5.2.1. Consult with District to clarify and define the requirements for the Services and review available data.

5.2.2. Review District’s conceptual program for scope, coordination requirements, criteria, budget and constructability.

5.2.3. Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

5.2.4. Coordinate meetings with the District FF&E vendors to select standard systems for the project.

5.3. Site Visit and Investigations

5.3.1. Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials consultant has observed and the need for District to hire an hazardous materials consultant. (This paragraph does not impose on Architect-Engineer any duty to locate and/or discover hazardous materials.)

5.3.2. Advise Project Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.

5.3.3. Review information generated under Paragraph 3.2.8, 4.4 and information secured pursuant to Paragraph 5.3.2 and advise Project Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, and incomplete information or otherwise that Architect-Engineer becomes aware of, before Architect-Engineer can proceed with design.

5.4. Preliminary Schematic Layouts, Sketches and Conceptual Design Criteria
5.4.1. Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits including room data sheets describing finishes, utilities, FF&E, instructional equipment and any other special features.

5.4.1.1. Reports and exhibits shall incorporate District’s program requirements and shall include structural concepts, site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by District. Architect-Engineers shall participate in regular progress meetings with representatives of District and shall coordinate with Project Manager formal design presentations at times indicated on the Project schedule.

5.4.2. Preliminary Estimates of Construction Costs

5.4.2.1. Prepare preliminary estimates of construction costs and times of completion for the Project.

5.4.2.2. Develop and submit alternative conceptual plans and provide a general economic analysis of District’s program requirements applicable to various design alternatives, including but not limited to, structural, mechanical and electrical systems. Include analyses of District’s program requirements and Sustainability goals. Architect-Engineer shall submit at least one schematic design to meet the Construction Budget for the project.

5.5. Final Schematic Design. Once a specific Schematic Design solution has been submitted and approved by the District, finalize the Schematic Design and prepare and submit to District for approval:

5.5.1. Outline specifications including architectural, structural, mechanical, electrical, interior design, and telecommunication/data systems and materials proposed;

5.5.2. Floor plans and elevations at a scale acceptable to District as necessary to convey the architectural design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

5.5.3. FF&E package based on District standards (if any) including FF&E layouts and utility requirements

5.5.4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Architect-Engineer’s findings and recommendations.

5.5.5. Architect-Engineer shall provide a narrative report by each design discipline describing their proposed design philosophy and Sustainability goals with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping.
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5.6. Estimate of Construction Cost: Prepare reports on Architect-Engineer’s Estimate of Construction Cost based on the schematic layouts, sketches and conceptual design criteria provided, including, but not limited to, the following which will be separately itemized. Reports shall include:

5.6.1. Estimate of Construction Cost (defined as the total anticipated cost of the Construction Contract to be awarded to a Contractor)

5.6.2. Allowance for contingencies

5.6.3. Allowance for any other reasonably expected Project costs,

5.6.4. Allowances for temporary facilities, utility relocations, fees charged by utility companies and other construction related expenses.

5.7. Design Schedule Report: An updated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect-Engineer’s ability to conform to the Contract schedule.

5.8. Attend Required Meetings: Attend meetings with representatives of District, interested parties, governmental entities, and DSA, as necessary, and provide information and diagrams to fully describe the Project.

6. Design Development Phase

6.1. Period of Service: The services called for in the Design Development Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix D, “Milestone Schedule”. Written authorization to proceed with the Design Development Phase will be given following review and acceptance of all services required under the Schematic Design Phase. Activities and deliverables for Design Development shall generally follow the AIA Design Development Quality Management Phase Checklist of October 2011, and the following:

6.2. General Scope of Project and Final Design Criteria: After consultation with District and on the basis of the accepted schematic design, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in regular progress meeting with District’s personnel and subconsultants.

6.3. Design Development Documents: Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with renderings and models if required. These Preliminary Design documents shall include, but are not limited to:

6.3.1. Site plans, architectural, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and

6.3.2. Outline specifications for each specification, section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems; and

6.3.3. A tabulation of both gross and assignable floor areas in a comparison to the approved programming phase requirements, the schematic phase program area requirements and the initial design program area requirements.

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6.3.4. If appropriate, Architect-Engineer shall provide to Project Manager for District’s approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.

6.4. Design Development Phase Drawings: Provide drawings that indicate the scope of work with sufficient detail to enable preparation and review of an accurate cost estimate, including:

6.4.1. Drawings

6.4.1.1. Architectural, including floor plans, roof plans, reflected ceiling plans, elevations, building sections, door and hardware scheduled, and fixed equipment;

6.4.1.2. Structural, including floor and foundation plans, roof plans, sections and details;

6.4.1.3. Mechanical and plumbing, including floor plans, piping and ductwork sizing, equipment and fixture schedules;

6.4.1.4. Electrical, including lighting and power plans, single line drawings;

6.4.1.5. Low Voltage Systems, including security, alarm, intercom, public address, closed circuit TV, telephone, data;

6.4.1.6. Equipment and fixture schedules;

6.4.1.7. Civil, including site and grading plans, site utility plans;

6.4.1.8. Landscape and irrigation plans;

6.4.1.9. Traffic and parking plans;

6.4.1.10. CID, including FF&E layouts

6.4.2. Outline Specifications describing the size, character and quality of the entire Project, including types of materials; types of structural, mechanical, electrical, telecommunication/data, and fire and security systems.

6.4.3. Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.

6.4.4. Initial listing of FF&E developed as a part of CID development.

6.5. Additional Data or Services: Advise District in writing if additional data or services are required and, as Additional Services, assist in obtaining such data and services as directed in writing by Project Manager:

6.6. Report on Additional Information Required: Advise in writing if any of the following are required:

6.6.1. Governmental permits or approvals of any type;

6.6.2. Reports of any type to governmental agencies;

6.7. Revised Estimated Construction Cost: Based on the information contained in the Preliminary Design documents, submit a revised more detailed Estimate of Construction Cost and times of completion of the Project, coordinated with the Master Schedule if applicable.

6.8. Review with District: Prepare for approval by District written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

6.9. Sustainability Workshop
6.9.1. Participate with Project Manager, district staff, and any other consultants designated by Project Manager in the conduct of an approximate, not to exceed, eight hour Sustainability Workshop.

6.9.2. Participate, and arrange for the participation of Subconsultants in the Sustainability Workshop.

6.9.3. Prepare and submit to Project Manager for District’s approval comparative cost studies of proposed major building systems recommended from the Sustainability Workshop.

6.10. Design Development:

6.10.1. Provide technical criteria, written descriptions and design data for District’s use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.

6.10.2. Work with District staff and Furniture, Fixture, and Equipment (FF&E) consultants and suppliers to the District to develop a Comprehensive Interior Design Package for submittal to the District. The CID package should include a list of FF&E that will be reused as Owner Provided and a list of FF&E that will need to be procured by the District. CID development and design, including construction documents, shall ensure the FF&E provided or procured will fit and interface with all structural, mechanical, telecommunication/data, and electrical systems without conflict or rework.

6.10.3. Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

6.10.4. Make full written disclosure to District, and obtain District’s express written approval of:

6.10.4.1. Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect-Engineer to Contractor, through performance specifications or any other means or methods;

6.10.4.2. Any proposed innovative, unique, proprietary or sole source design features.

6.11. Work Phasing Recommendations: Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with District’s operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with District and Project Manager. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.

6.12. Report: Provide a written report to District that the final design, as expressed in the final plans and specifications, will meet the standard of care of a specialist in schools design including, but not limited to, the following attributes:

6.12.1. Its constructability, workability, bidability, and maintainability;

6.12.2. The finished construction meeting the required levels of structural integrity, water tightness, durability, maintainability, and security, if faithfully carried out;
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6.12.3. The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.

6.12.4. The Project design meets the Sustainability goals of the District.


6.13. Review of the Final Design by District: Participate and cooperate fully in a review of the Final Design with the District, and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary.

7. Construction Document Phase

7.1. Period of Service: After acceptance by District of the Design Development Phase documents and revised Estimated Construction Costs, and upon written authorization from District, Architect-Engineer shall proceed with the performance of the services called for in the Construction Document Phase; and shall deliver required deliverables under this phase, within the stipulated period indicated in Appendix D, “Milestone Schedule”. Fifty-percent complete Construction Documents shall be submitted for District review prior to requesting payment for 50% of the fee due for this phase.

7.2. Final Drawings and Specifications

7.2.1. On the basis of the accepted Design Development documents and the comprehensive update of Estimated Construction Cost and times of completion for the Project, coordinated with the Master Schedule, prepare for incorporation in the Contract Documents the Construction Documents to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor.

7.2.2. Construction Documents shall be prepared in accordance with District’s standards. Final technical specifications shall be prepared in conformance with the format of the Construction Specification Institute. Architect-Engineer shall cooperate with District in coordinating the drawings and technical specifications with District’s Divisions 0 and 1 standard specifications and in jointly revising District’s standard specifications. Architect-Engineer shall provide applicable Division 1 construction contract specifications necessary for the Project and not supplied in District’s standard forms.

7.2.3. Submittal to DSA: All Construction Documents shall be brought to a one-hundred percent level of completion for DSA submittal. District may conduct a peer review of the completed Construction Documents, including submittal of a list of revisions required to complete the documents. Architect-Engineer shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.

7.3. Compliance with Codes, Regulations and Requirements: Comply with the Standard of Care of an Architect-Engineer knowledgeable in school design in the interpretation and application of applicable building codes, ordinances, statues, laws, standards, governmental regulations and private restrictions, applicable to the Services, including but not limited to, environmental, energy conservation and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.
7.4. Compliance with State Standards: Without limiting the Compliance with Codes paragraph immediately preceding, all plans, specifications, structural design calculations, site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations, shall be prepared in accordance with the Standard of Care, by an Architect-Engineer knowledgeable in schools design, to comply with State standards. Architect-Engineer shall prepare and submit the application for approval of the plans and specifications by DSA. A “check set” shall be submitted by Architect-Engineer to DSA, and any changes or corrections required by the DSA shall be made by Architect-Engineer. Any other requirements of DSA or any other authority with jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect-Engineer shall designate a contact person for the duration of the State approval process.

7.5. Construction Documents: The Construction Documents must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

7.6. Revised Estimated Construction Cost: Based on the information contained in the Construction Documents, submit, once at 50% completion and again at 90% completion, a revised, and more detailed Estimated Construction Cost and times of completion of the Project, coordinated with the Master Schedule.

8. Bidding Phase

8.1. Bidding: After written authorization to proceed with the Bidding Phase, Architect-Engineer shall:

8.1.1. Attend Pre-Bid Conferences and Site Visits.
8.1.2. Assist District in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and evaluating bids;
8.1.3. Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
8.1.4. Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
8.1.5. Issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment. Where appropriate, obtain DSA approval.
8.1.6. Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
8.1.7. Prepare a conformed set of Drawings and Specifications, reflecting the changes made and approved by the District during the Bidding Phase.
8.1.8. Assist the District in obtaining and reviewing vendor quotations for FF&E.
8.2. Where Bids Exceed Budget: If the lowest responsible, responsive bid received from a contractor exceeds the latest approved Estimated Construction Costs, District may, at its discretion:

8.2.1. Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District’s budget.

8.2.2. Reject all bids and rebid the contract.

8.2.3. If the bid amount is more than 10% greater than the Architect-Engineer’s latest accepted Estimated Construction Cost rendered during the Construction Documents Phase, District may require Architect-Engineer to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting District’s program objectives. Architect-Engineer shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project Construction Costs for the work to be performed by the Contractor within the Project budget for that Contractor’s work.

8.2.4. Abandon the Project and terminate this Agreement.

9. Construction Phase

9.1. Period of Service: The Construction Phase will commence with the execution of the prime contract to be executed for the Work of the Project and establishment of the Project DSA Box coordinated by the Architect-Engineer, and will terminate upon written recommendation by Architect-Engineer for final payment on the prime contract completion.

9.2. General Administration of Construction Contract

9.2.1. Architect-Engineer shall consult with and advise District and act as District’s representative as provided in Document 00700 General Conditions and Division 1 Specifications (herein called the “General Conditions”).

9.2.2. Architect-Engineer will have authority to act on behalf of District to the extent provided in the General Conditions of the Construction Contract, provided, however, that District may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect-Engineer as soon as practicable thereafter. Architect-Engineer shall have no liability for such instructions made by the District, however Architect-Engineer shall advise on such direction when received and shall incorporate and act on such direction as is consistent with the project and the scope of work, provided that, there are no conflicts with regulation, law, or the Standard of Care.

9.2.3. Architect-Engineer will work with District, Project Manager, Construction Manager, Project Inspectors, testing agencies, district consultants, and governmental agencies as set forth in the General Conditions and this Contract. Architect-Engineer consents to District’s retaining of a construction manager who may perform some or all of the functions assigned to the Project Manager in this Agreement.

9.2.4. For purposes of this Appendix A, words and phrases having a defined meaning under the General Conditions shall have that defined meaning in this Appendix A, including, but not limited to, the terms “Site”, “defective”, “Contract Documents”, “Shop Drawings”, “Samples”, “Inspector” and “Contractor”.

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9.2.5. Architect-Engineer shall attend the Preconstruction Conference.

9.2.6. Architect-Engineer shall, after approval of the Construction Documents by the DSA, and as soon as the construction contract is awarded, but before construction is started, provide notice to the DSA as required by the California Code of Regulations.

9.3. Visits to Site and Observation of Construction

9.3.1. Architect-Engineer shall make visits to the Site at intervals appropriate to the various stages of construction as deemed necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Verified Reports and any other reports or certifications required by the California Education Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor’s work. Architect-Engineer shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

9.3.2. Architect-Engineer shall attend all regularly scheduled construction contract progress meetings.

9.3.3. Architect-Engineer shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work.

9.3.4. Architect-Engineer shall not, during visits or as a result of observations of Contractor’s work in progress, supervise, direct or have control over Contractor’s work. Architect-Engineer’s services hereunder shall not be deemed or construed to be Architect-Engineer’s assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety at, in, on or about the Site, or precaution of programs all of which are and remain the sole responsibility of the Contractor.

9.3.5. Architect-Engineer shall review Contractor As-Built Drawings when on Site to ensure the As-Built Drawings accurately reflect the Work observable by the Architect-Engineer.

9.4. Defective Or Nonconforming Work: Architect-Engineer shall make written recommendations to Project Manager to disapprove or reject Contractor’s work, or to accept Contractor’s work with a reduction in Contract Cost, if Architect-Engineer believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

9.5. Interpretations, Clarifications and Corrections

9.5.1. Architect-Engineer shall issue necessary interpretations, clarifications and Request for Information (RFI) replies on routine issues regarding the Contract Documents and in connection therewith assist Project Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than ten (10) calendar days, or less if required by analysis of the project critical path) so as to cause no delay to Contractor or the Project.

9.5.2. Architect-Engineer shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.
9.5.3. On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.

9.6. Verified Reports: Architect-Engineer shall make the “verified reports” required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and DSA.

9.7. Review of Submittals and Requests for Information

9.7.1. Architect-Engineer shall review, approve or take other appropriate action as set forth in the General Conditions in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Specification 01300 Submittals (collectively referred to herein as “Submittals”), and review and reply to RFI’s, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect-Engineer respond to RFIs longer than ten (10) calendar days after the receipt of routine submittals, and longer than fourteen calendar days for other submittals unless the Contractor’s submittal schedule stipulates longer review times or unless such longer time is required for Architect-Engineer to render a decision in accordance with the Standard of Care. Review time for submittals which require DSA review or are DSA deferred approval items shall be noted in project meeting minutes or by other documentation as mutually agreed by the project team.

9.7.2. Review and provide comment on the Contractor’s Schedule of Values so that the schedule correlates to the specifications and the values, with a reasonable variance, correlate to the Estimated Construction Cost.

9.7.3. Review and provide comment on Contractor’s Construction Schedule and Submittal Schedule.

9.7.4. Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs in, on, or about the site incident thereto, unless same has been expressly specified by Architect-Engineer.

9.7.5. Architect-Engineer shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

9.7.6. Architect-Engineer shall provide to Project Manager for District approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.

9.8. Communications with Contractor

9.8.1. Any communications between Architect-Engineer and Contractor regarding any form of change to the construction contract’s Contract Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, be memorialized in writing, and copies of same shall be sent immediately to Project Manager.
9.8.2. As required in the General Conditions, Architect-Engineer shall review all written communications from Contractor, recommend actions to be taken by District, and reply in writing to Project Manager regarding the following:

9.8.2.1. Applications for payment.
9.8.2.2. Requests for changes in contract costs or times of completion.
9.8.2.3. Disputes with respect to technical aspects of contract documents.
9.8.2.4. Requests for interpretation and clarification of contract documents.

9.9. Substitutions

9.9.1. Architect-Engineer shall evaluate and determine the acceptability of a maximum of five (5) substitute materials and equipment proposed by Contractor. Should the number of substitutions submitted by the Contractor exceed five (5), Architect-Engineer shall inform the District, who will at their discretion, authorize the Architect-Engineer to proceed on Additional Services basis.

9.9.2. Architect-Engineer shall review quality control submittals and requests for substitution from Construction Contractor attesting equivalency in a timely manner and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

9.10. Inspections and Tests

9.10.1. Architect-Engineer shall request Project Manager to require special inspection or testing of the work whenever necessary to Architect-Engineer’s performance of its duties hereunder.

9.10.2. Architect-Engineer shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

9.10.3. Architect-Engineer shall observe the work to determine if the work or portions of the work are substantially complete, and for development of punch lists, and final completion.

9.11. Disputes Between District and Contractor: Architect-Engineer shall act as initial interpreter of the requirements of technical aspects of the Contract Documents as required by the General Conditions.

9.12. Applications for Payment:

9.12.1. Based on Architect-Engineer’s on-Site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Architect-Engineer shall assist Project Manager in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.

9.12.2. Recommendations of payment by Architect-Engineer will constitute a representation to District that:
9.12.2.1. The work has progressed to the point indicated;

9.12.2.2. To the best of Architect-Engineer’s knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).

9.12.3. In the case of unit price work, Architect-Engineer’s recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by District and other consultants (subject to any subsequent adjustments allowed by the Contract Documents).

9.12.4. By recommending any payment Architect-Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect-Engineer to check the quality or quantity of the Contractor’s work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect-Engineer in this Agreement and the General Conditions.

9.13. Contractor’s Completion Documents: Architect-Engineer shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to District with written comments and recommendation on their conformance with Contract requirements.

9.14. Final Observations: Architect-Engineer shall conduct observations to determine if the work or portions of the work is substantially complete and a final observation to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give written notice to the Project Manager that the work either is or is not acceptable subject to any conditions therein expressed. Architect-Engineer shall participate in one (1) “post occupancy review” to occur no later than one year after completion.

9.15. FF&E Coordination:

9.15.1. Assist the District with the coordination of the delivery and installation of the FF&E.

9.15.2. Review final placement of the FF&E and coordinate the inspection for damage, assembly and function to determine that the FF&E are in accordance with the Contract Documents and include non-complying items in the punch list.

9.16. Time of Construction Phase:

9.16.1. Any prolonged construction phase services past the construction completion date defined in the Construction Contract, due to Architect-Engineer’s failure to perform its obligations under this Agreement, shall be included in Basic Services.

9.16.2. Prolonged construction phase services to the extent not due to any failure of Architect-Engineer to perform under this Agreement, will be negotiated as Additional Services.
10. Project Close-Out Phase

10.1. Project Close-Out: During the Project Close-Out Phase, Architect-Engineer shall:

10.1.1. Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.

10.1.2. Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect-Engineer shall have specified start-up and testing procedures in the contract documents.)

10.1.3. Provide assistance in connection with completion of punch list work, including but not limited to, conducting no more than two follow up Site visits in addition to other responsibilities under this contract.

10.1.4. Together with District, visit the Project to observe any apparent defects in the completed construction, assist District in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

10.1.5. Together with District and Project Manager, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by DSA for its final Project approval.

10.1.6. Prepare updated electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect-Engineer.

10.1.7. Prepare electronic record sets and set of record prints showing those changes made during the construction process, based on the Construction Documents and marked-up Technical Specifications and other data furnished by Contractor to Architect-Engineer. Electronic data shall conform to District requirements for compatibility with District equipment and software.

10.1.8. Provide a final as-built space program listing all building spaces in an MSExcel spreadsheet using the California Community Colleges Space Inventory Handbook conventions. Work with college and District staff to properly identify and list data for all fields required for input to the FUSION database space inventory at the building profile and the room levels. If District desires Architect-Engineer to input data into the FUSION database, an Additional Service Authorization shall be negotiated.

10.2. DSA Closeout: Allocation of DSA Required Oversight: District's Responsibility:

10.2.1. District will contract with a testing lab, contractor, and inspector and hold a pre-construction meeting to identify and discuss regulatory responsibilities of Architect, testing lab, contractor, and inspector.

10.2.2. Submit a Notice of Completion (NOC) for each contract.

10.3. DSA Closeout: Allocation of DSA Required Oversight: Architect's Responsibility:

10.3.1. Submit a “Structural Testing and Inspections” list (T&I list), if applicable.

10.3.2. Confirm inspectors and testing labs proposed by District are DSA approved.

10.3.3. Submit plans and specifications to DSA and obtain DSA’s “Approval of Plans” letter.
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10.3.4. Obtain DSA approval of all addenda and any revisions to the plans.

10.3.5. Submit contract information form (DSA-102) for each contractor and any Construction Managers.

10.3.6. Submit for DSA approval, Architect-Engineer approved deviations from the approved plans: Change Orders, Field Changes (RFIs, PCOs, etc.)

10.3.7. Obtain timely resolution and/or DSA approval on deviations approved by Architect-Engineer or advise District of Contractor noncompliance.

10.3.8. Resolve DSA field trip note issues or advise District of Contractor noncompliance.

10.3.9. Use reasonable efforts to resolve any outstanding issues related to the 90-day letter, but Architect-Engineer shall not be responsible to resolve outstanding issues to the extent others do not cooperate with and supply needed information or documents to Architect-Engineer within 60 days of Architect-Engineer’s request.

11. Payments to Architect-Engineer

11.1. Payments to Architect-Engineer shall be made according to Appendix C, “Payments to Architect-Engineer”.

11.2. District shall not be under any obligation for payments due from Architect-Engineer to their Subconsultants.

12. Additional Services

12.1. Performance: Services required to be performed by Architect-Engineer upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to performance.

12.2. Compensation for Additional Services: Architect-Engineer shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.

12.3. Services: The following services shall be considered Additional Services:

12.3.1. Making revisions in reports, drawings, or other documents, if:

12.3.1.1. Such revisions are not necessary because of a deficiency in Architect-Engineer’s work, and

12.3.1.2. Such revisions are inconsistent with written approvals or instructions previously given by District or required by the Basic Services of this Agreement, or are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes not solely within the control of Architect-Engineer.

12.3.2. Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Architect-Engineer has fully performed its scheduling and coordination responsibilities herein required and the changes in schedule are in addition to these responsibilities and are caused by others beyond the Architect-Engineer’s control.

12.3.3. Required out-of-town travel beyond limits specified in Appendix C.
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12.3.4. Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect-Engineer’s deficient performance.

12.3.5. Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.

12.3.6. Preparing to serve or serving on behalf of District as an expert witness (but not as a percipient witness) in connection with any arbitration, administrative or other proceeding or legal proceeding if such service is not due to Architect-Engineer negligence or errors and omissions.

12.3.7. Preparation of applications and supporting documents for governmental grants and permits. However, participating in consultations and evaluation of the effect of associated requirements on the design requirements of the Project is within Architect-Engineer’s contract scope.

12.3.8. Services to verify the accuracy of geotechnical information.

12.3.9. Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Architect-Engineer’s performance.

12.3.10. Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering and other professional practice.

12.3.11. All work or services required as a result of any failure by Architect-Engineer to perform its obligations under this Agreement shall be performed by Architect-Engineer at no additional cost as part of Basic Services and shall not be deemed Additional Services.

12.3.12. Providing additional insurance coverage requested by District beyond that specified in the Agreement, except that no markup will be allowed. Architect-Engineer shall promptly comply with such request.

12.3.13. Substitutions

12.3.13.1. Review of substitutions beyond a maximum of five (5) shall be an Additional Service unless Architect-Engineer specified a product, material, equipment, or system which was obsolete or no longer available at the time it was specified.

12.3.13.2. Architect-Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

13. District’s Responsibilities

13.1. Project Manager: District shall designate a Project Manager, who is authorized to act on District’s behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect-Engineer’s services. District may delegate all or some of Project Manager’s role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect-Engineer.
13.2. Design Requirements: District shall provide preliminary planning criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.

13.3. Property Information: District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary. Architect-Engineer is entitled to reasonably rely on District supplied information.

13.4. Documents: District shall make copies of available documents and drawings of existing conditions available to Architect-Engineer. Architect-Engineer may review all District’s surveys and records of construction. Verification of visually exposed and accessible on-Site facilities is the responsibility of Architect-Engineer.

13.5. Surveys: District shall provide engineering surveys to establish reference points for construction.

13.6. Relocations: The District shall be responsible for the relocation of existing FF&E into new spaces.

13.7. Hazardous Materials: District shall provide hazardous materials surveys, retain hazardous abatement Consultant and perform remediation measures to eliminate hazardous materials from Project Site.

13.8. Permits and Approvals: Architect-Engineer shall assist District in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement.

13.9. Site Access: District shall provide Architect-Engineer reasonable access to the Site provided Architect-Engineer complies with all security and safety requirements, and coordination requirements.

13.10. Project Inspector: District shall supply the Project Inspector required by Education Code.

13.11. Testing and Inspection Lab: District shall provide a testing and inspection lab required by Education Code.

END OF APPENDIX A
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GENERAL TERMS AND CONDITIONS - APPENDIX B

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # ___________________, dated ____________, 2016, between Contra Costa Community College District (the “District”), and TBD Architects, Inc. (“Architect-Engineer”) providing for professional services.

1. Term of Agreement.

1.1. All work comprising the Services shall be deemed performed under this Agreement. This Agreement shall conclude upon the completion of the Project[s].

1.2. The Architecture-Engineer design fee is based on anticipated level of effort for the specific project. No adjustment in Architect-Engineer’s fee shall be made based on the Construction Cost.

2. Services Architect-Engineer Agrees to Perform

2.1. Architect-Engineer shall perform all Services described in Appendix A, “Services to be Provided by Architect-Engineer”, attached hereto and incorporated by reference as though fully set forth herein.

2.2. Architect-Engineer shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix D. Architect-Engineer agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for District’s review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Program, Project[s] and Services. Architect-Engineer shall have no responsibility for delays by District exceeding estimated time on schedule.

2.3. Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Architect-Engineer shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

3. Compensation

3.1. District shall pay Architect-Engineer compensation according to the Compensation Schedule established in Appendix C, “Payments to Architect-Engineer”. District shall pay Architect-Engineer in monthly payments on or before the last day of each month for Services in an amount which the District concludes is the value of the Services which have been properly performed as of the last day of the immediately preceding month.

3.2. District shall not incur any charges under this Agreement, nor shall any payments become due to Architect-Engineer for any payment period on the Project[s], until District receives all deliverables required for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Architect-Engineer has partially completed one or more deliverables due during a payment period, and if Architect-Engineer demonstrates diligent progress thereon, then District may make a partial progress payment based
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upon Architect-Engineer’s percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.

3.3. District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District’s receipt of any requested documentation verifying the claimed amount(s) and District’s determination that the amount is due under the terms of this Agreement. District shall advise Architect-Engineer, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Architect-Engineer’s transmittal of all deliverables to District required by Appendix A.

3.4. Invoices furnished by Architect-Engineer under this Agreement must be in a form acceptable to District. All amounts paid by District to Architect-Engineer shall be subject to audit by District. Payment shall be made by District to Architect-Engineer at the address stated in the invoice.

3.5. District may set off against payments due Architect-Engineer under this Agreement any sums that District determines that Architect-Engineer owes to District because of Architect-Engineer’s negligent acts, errors, omissions, breaches of this Agreement, delays or other negligent acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to this Agreement, to be attended by District, Architect-Engineer, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District’s demand, then the Contra Costa Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

3.6. Maximum Costs. District’s obligation hereunder shall not at any time exceed the amount approved by the Governing Board or designee for payment to the Architect-Engineer pursuant to the terms of this Agreement. Except as may be provided by applicable law governing emergency conditions, District has not authorized its Governing Board members, employees, officers and agents to request Architect-Engineer to perform Services or to provide materials, equipment and supplies that would result in Architect-Engineer performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

3.7. District shall not reimburse Architect-Engineer for Services, materials, equipment or supplies provided by Architect-Engineer beyond the scope of the basic services, materials, equipment and supplies agreed upon in the Agreement unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

4. Qualified Personnel

4.1. For purposes of this Agreement, except for notices specified to be delivered to the address found in Addresses for Notices later herein, the District’s primary point of contact for this Agreement is the designated Project Manager from the District, or his/her authorized designee. The Architect-Engineer shall direct all communications to the District through the Project Manager or District Chief Facilities Planner.
4.2. The Chief Facilities Planner and/or Director of Purchasing are the sole individuals who can execute any amendment to this Agreement. No other employee or representative of the District has authority to give instructions or authorizations to the Architect-Engineer, and no authorizations or approvals from any other party shall be binding on the District.

4.3. Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Architect-Engineer. Architect-Engineer shall conform to District’s reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District’s request, and shall be supervised by Architect-Engineer.

4.4. Architect-Engineer agrees that all professional personnel assigned to the Project[s] will be provided to the District in writing as required elsewhere herein, and that the listed personnel will continue their assignments on the Project[s] and Program during the designated phase of this Project. It is recognized that the listed personnel are not bound by personal employment contracts to Architect-Engineer. Architect-Engineer agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Architect-Engineer.

4.5. Architect-Engineer agrees that should the above personnel not continue their assignments on the Project[s] during the entire term of this Agreement, then Architect-Engineer shall not charge District for the cost of training or “bringing up to speed” replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project[s] and get up to speed at Architect-Engineer’s cost.

5. Representations

5.1. Architect-Engineer represents that it has reviewed Appendix A, Services to be Provided by Architect-Engineer, and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix C, Payments to Architect-Engineer, and within the times specified in the Milestone Schedule.

5.2. Architect-Engineer represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Architect-Engineer also represents that it has knowledge, consistent with the Standard of Care, of all applicable building codes, laws, regulations and ordinances.

5.2.1. Architect-Engineer shall maintain an adequate staff and Subconsultants, including a project manager, acceptable to the District. Architect-Engineer shall retain, at the expense of Architect-Engineer and subject to approval by the District, a California licensed Architect-Engineer and other licensed professionals as needed.

5.2.2. Architect-Engineer represents that it and its Subconsultants have skill and experience in the architectural and engineering services intended for the Project[s]. Prior to execution of this agreement, the Architect-Engineer shall submit for written approval by the District the names of consultant firms proposed for the Project and shall identify the key personnel of the consultant firms. The District shall have the discretion to accept or
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reject any firm proposed. If the firm is rejected, the Architect-Engineer shall propose an alternate firm that is acceptable to the District.

5.2.3. Architect-Engineer shall submit to the District of the resumes of the proposed Project staff of Architect-Engineer who will be the responsible point of contact throughout the duration of the Project. Architect-Engineer shall submit to the District in writing, the name of one person on the Architect-Engineer staff and one person on each of its consultants’ staff who will be the responsible point of contact throughout the duration of the Project. If changes must be made due to unavoidable circumstances, the Architect-Engineer shall submit the name(s) and resume(s) of the person(s) to the District in writing to making the replacement. District shall have the right to request replacement of any consultant or project staff.

5.2.4. The granting of any progress payment by District, or the receipt thereof by Architect-Engineer, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this section or lessen the liability of Architect-Engineer for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

6. Indemnification and General Liability

6.1. Architect-Engineer shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless District and its Governing Board members, officers, departments, officials, and employees (collectively “Indemnitees”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Architect-Engineer or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent arising from (1) the negligent performance of Services under this Agreement, or any part thereof, or (2) any negligent act, error or omission of Architect-Engineer, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the negligence, active negligence, or willful misconduct of such Indemnitee.

6.2. Architect-Engineer shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys’ fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise from or be caused by Architect-Engineer’s work product infringing on the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons.

6.3. District shall include a provision in the construction contract with the general contractor on the [each] Project requiring the general contractor to indemnify Architect-Engineer for damages resulting from the negligence of the general contractor and its subcontractors to the same extent as District is indemnified. District shall also include a provision in the construction contract with the
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general contractor on the [each] Project requiring the general contractor to name Architect-Engineer as an additional insured on its Comprehensive General Liability insurance coverage to the same extent as District is an additional insured.

6.4. Architect-Engineer shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement.

6.5. District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Architect-Engineer’s responsibilities and expertise and is not included in the scope of Services Architect-Engineer is to perform nor included in Architect-Engineer’s insurance. District shall hire an expert consultant in this field if the [any] Project involves such materials. Architect-Engineer shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Architect-Engineer shall be responsible to coordinate with District’s expert consultant as required by Appendix A, “Services To Be Provided By Architect-Engineer”.

7. Liability of District

7.1. Except as provided in Appendix A, “Services to be Provided by Architect-Engineer” and Article 9, “Insurance”, District’s obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.

7.2. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, including without limitation lost profits or revenue, arising out of or in connection with this Agreement, the Services, the Program or any Project.

7.3. Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Architect-Engineer may have under this Agreement or any applicable law. All rights and remedies of District or Architect-Engineer, whether under this Agreement or other applicable law, shall be cumulative.

8. Independent Contractor; Payment of Taxes and Other Expenses

8.1. Architect-Engineer shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Architect-Engineer performs the Services required of Architect-Engineer by the terms of this Agreement. Architect-Engineer shall be liable for the acts and omissions of it its Subconsultants, its employees and its agents.

8.2. Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Architect-Engineer. Architect-Engineer acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers’ compensation, pension, health, insurance or other benefits.

8.3. Architect-Engineer shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
8.4. Architect-Engineer shall be available as much as reasonably possible to District staff during the District’s normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Architect-Engineer’s Services only and not as to the means by which such a result is obtained.

8.5. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

9. Insurance

9.1. Architect-Engineer’s Duty to Show Proof of Insurance. Prior to the execution of this Agreement, Architect-Engineer shall furnish to District Certificates of Insurance showing satisfactory proof that Architect-Engineer maintain for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company “A” or better, financial category size IX or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the negligent acts, errors or omissions of Architect-Engineer for which Architect-Engineer may be legally liable, whether performed by Architect-Engineer, or by those employed directly or indirectly by it, or by anyone for whose acts Architect-Engineer may be liable.

9.2. Commercial General Liability Insurance. Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than $2,000,000 annual general aggregate and $1,000,000 each occurrence.

9.3. Business Automobile Liability Insurance. Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.


9.5. Professional Liability Insurance. Professional Liability Insurance, either (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement. Professional Liability Insurance shall be maintained for a period of five (5) years after completion of the Services with no exclusion for claims of one insured against another insured.

9.6. Insurance terms and conditions:

9.6.1. Status of CONTRA COSTA COMMUNITY COLLEGE DISTRICT as Additional Insured. On Architect-Engineer’s Commercial General Liability policy, the CONTRA COSTA COMMUNITY COLLEGE DISTRICT, and its Governing Board members, officers, officials, representatives, employees, Architect-Engineers, and agents, shall be named as
additional insureds, but only with respect to liability arising out of the activities of the
named insured, and there shall be a waiver of subrogation as to each named and
additional insured.

9.6.2. The policies shall apply separately to each insured against whom claim is made or suit
is brought except with respect to the limits of the company’s liability.

9.6.3. Certificates of Insurance shall include the following statement: “Written notice of
cancellation, non-renewal or of any material change in policy shall be mailed to District
thirty (30) days in advance of the effective date thereof.”

9.6.4. Architect-Engineer’s insurance shall be primary insurance and no other insurance or
self-insured retention carried or held by any named or additional insureds other than that
amount Architect-Engineer shall be called upon to contribute to a loss covered by
insurance for the named insured.

9.6.5. Nothing herein contained shall be construed as limiting in any way the extent to
which Architect-Engineer or any of its employees may be held responsible for payment
of damages resulting from their operations.

9.6.6. If Architect-Engineer fails to maintain any required insurance, District may obtain
such insurance, and deduct and retain amount of premium from any sums due Architect-
Engineer under this Agreement.

9.6.7. In the event Architect-Engineer fails to maintain any required insurance, District may
(but is not obligated to) purchase such insurance and deduct or retain premium amounts
from any sums due Architect-Engineer under this Contract (or Architect-Engineer shall
promptly reimburse District for such expense).

10. Suspension of Services

10.1. District may, without cause, order Architect-Engineer to suspend, delay or interrupt
(“suspend”) Services pursuant to this Agreement, in whole or in part, for such periods of time up to
thirty (30) calendar days. District shall deliver to Architect-Engineer written notice of the extent of the
suspension at least seven (7) calendar days before the commencement thereof. If project is
suspended for more than thirty (30) calendar days, Architect-Engineer is entitled to Additional
Services for start-up costs that are directly incurred as a result of the suspension. If the suspension
for convenience hereunder is partial, before settlement of the suspended portion of this Agreement,
Architect-Engineer may file with District a request in writing for equitable adjustment of price or
prices specified in the Agreement relating to the portion of this Agreement which is not suspended
and be compensated for restart costs for portion of originally suspended work if work resumes.
District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained
herein shall limit the right of District and Architect-Engineer to agree upon amount or amounts to be
paid to Architect-Engineer for completing the continued portion of the Agreement when the
Agreement does not contain an established price for the continued portion. Nothing contained herein
shall limit District’s rights and remedies at law.

10.2. Notwithstanding anything to the contrary contained in this Section, no compensation shall
be made to the extent that performance is, was or would have been so suspended, delayed or
interrupted by a cause for which Architect-Engineer is responsible.
11. Termination of Agreement for Cause

11.1. If at any time District believes Architect-Engineer may not be adequately performing its obligations under this Agreement, that Architect-Engineer may fail to substantially complete the Services as required by this Agreement, or has provided written notice of observed substantial deficiencies in Architect-Engineer’s performance, District may request from Architect-Engineer prompt written assurances of performance and a written plan to correct the observed deficiencies in Architect-Engineer’s performance. Such plan shall include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach. Architect-Engineer shall provide such written assurances and written plan within ten calendar days of receipt of written request. Architect-Engineer acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

11.2. Architect-Engineer shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Architect-Engineer’s right to proceed under the Agreement, in whole or in part, for cause:

11.2.1. Should Architect-Engineer make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Architect-Engineer in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Architect-Engineer or of all or any substantial part of the properties of Architect-Engineer, or if Architect-Engineer, its directors or shareholders, take action to dissolve or liquidate Architect-Engineer; or

11.2.2. Should Architect-Engineer commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of notice from District to Architect-Engineer demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect-Engineer to avail itself of this time period in excess of ten (10) calendar days, Architect-Engineer must provide District within the 10 day period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.); or

11.2.3. Should Architect-Engineer violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project[s] or Services and does not cure such violation within ten (10) days of the date of the notice from District to Architect-Engineer demanding such cure; or, if such failure is curable but not curable
within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Architect-Engineer to avail itself of this time period in excess of ten (10) calendar days, Architect-Engineer must provide District within the 10 day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan. Such plan shall include, as applicable, evidence of necessary resources, correction plans, subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, meeting all applicable requirements and showing a realistic and achievable plan to cure the breach.)

11.3. In the event of termination by District as provided herein for cause:

11.3.1. District shall compensate Architect-Engineer for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but District shall not compensate Architect-Engineer for its costs in terminating the Services or any cancellation charges owed to third parties;

11.3.2. Architect-Engineer shall deliver to District possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with a Project or the Program, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.

11.3.3. Architect-Engineer shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of this Agreement, but rather, Architect-Engineer shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement.

11.3.4. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Architect-Engineer shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect-Engineer.

12. Termination of Agreement for Convenience

12.1. District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever District shall determine that termination is in the District’s best interests. Termination shall be effected by District delivering to Architect-Engineer, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

12.2. After receipt of a Notice of Termination, and except as otherwise directed by District, Architect-Engineer shall:
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12.2.1. Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;

12.2.2. Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;

12.2.3. Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;

12.2.4. Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Architect-Engineer under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

12.2.5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District’s approval or ratification shall be final for purposes of this clause;

12.2.6. Transfer title and possession of Architect-Engineer’s and Architect-Engineer’s Subconsultants’ work product to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District; District acknowledges that said documents were prepared for the purpose of the Project[s].

12.2.7. not used

12.2.8. Complete performance of any part of the Services which were not terminated by the Notice of Termination; and

12.2.9. Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Architect-Engineer’s possession and in which District has or may acquire an interest.

12.3. After receiving a Notice of Termination, Architect-Engineer shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Architect-Engineer’s written request made within such 3-month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Architect-Engineer fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Architect-Engineer because of the termination. District shall then pay to Architect-Engineer the amount so determined.
12.4. Subject to provisions of Section 12.3, Architect-Engineer and District may agree upon the whole or part of the amount or amounts to be paid to Architect-Engineer because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Architect-Engineer shall be paid the agreed amount.

12.5. If Architect-Engineer and District fail, under Section 12.4, to agree on the whole amount to be paid to Architect-Engineer because of termination of Services under this Section, then Architect-Engineer’s entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –

12.5.1. Reasonable value of Architect-Engineer’s Services performed prior to Notice of Termination, based on Architect-Engineer’s entitlement to compensation under Appendix C, “Payments to Architect-Engineer”. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Architect-Engineer, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Architect-Engineer’s total costs of performing the Services.

12.5.2. When, in opinion of District, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Architect-Engineer’s Services will be the estimated reasonable cost of performing Services in compliance with the requirements of the Agreement, and any excessive actual cost shall be disallowed.

12.5.3. Reasonable cost to Architect-Engineer of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

12.6. Except as provided in this Agreement, in no event shall District be liable for costs incurred by Architect-Engineer (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney’s fees or other costs relating to prosecution of the claim or a lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 12.5.

12.7. This section shall not prohibit Architect-Engineer from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 12.2 or costs authorized by District to settle claims from Subconsultants.

12.8. In arriving at amount due Architect-Engineer under this Section there shall be deducted:

12.8.1. All unliquidated advance or other payments on account theretofore made to Architect-Engineer, applicable to the terminated portion of Agreement,
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12.8.2. Any substantiated claim which District may have against Architect-Engineer in connection with this Agreement, and

12.8.3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Architect-Engineer or sold under the provisions of this Section, and not otherwise recovered by or credited to District.

12.9. If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Architect-Engineer may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Architect-Engineer to agree upon amount or amounts to be paid to Architect-Engineer for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District’s rights and remedies at law.

13. Conflicts of Interest/Other Agreements

13.1. Architect-Engineer represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.

13.2. Architect-Engineer represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Architect-Engineer believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Architect-Engineer shall comply with all conflict of interest codes adopted by the Contra Costa Community College District and their reporting requirements.

13.3. Architect-Engineer covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Architect-Engineer represents to and agrees with the District that Architect-Engineer has no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Architect-Engineer may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District. The provisions of this Section 13 shall remain fully effective indefinitely after termination of Services to the District hereunder.

14. Proprietary or Confidential Information of District; Publicity

14.1. Architect-Engineer acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Architect-Engineer may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Architect-Engineer agrees that all information disclosed by District to or discovered by Architect-Engineer shall be held in strict confidence and used only in performance of the Agreement.
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Architect-Engineer shall exercise the same standard of care to protect such information as a reasonably prudent Architect-Engineer would use to protect its own proprietary data, and shall not accept employment adverse to the District's interests where such confidential information could be used adversely to the District's interests. Architect-Engineer shall notify the District immediately in writing if it is requested to disclose any information made known to or discovered by Architect-Engineer during the performance of or in connection with this Agreement.

14.2. Any publicity or press releases with respect to a Project, the Program or Services shall be under the District’s sole discretion and control. Architect-Engineer shall not discuss the Services, a Project or the Program, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District’s prior written consent. Architect-Engineer shall have the right, however, without District’s further consent, to include representations of Services among Architect-Engineer's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

14.3. The provisions of this Section 14 shall remain fully effective indefinitely after termination of Services to the District hereunder.

15. Notices to the Parties

15.1. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing.

15.2. Notice shall be sufficiently given for all purposes as follows:

15.2.1. When personally delivered to the recipient, notice is effective on delivery.

15.2.2. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

15.2.3. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

15.2.4. When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender’s account, notice is effective on delivery if delivery is confirmed by the delivery service.

15.2.5. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as the original notice is promptly given by first-class or certified mail or by overnight delivery. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient’s time) or on a nonbusiness day.

15.3. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

15.4. Addresses for Notices. All notices, demands or requests shall include the Project name and date of this Agreement and be addressed to the parties as follows:

To
Chief Facilities

District:
Planner
15.5. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

16. Ownership of Results/Work for Hire

16.1. Consistent with Education Code Section 17316, any interest (including copyright interests) of Architect-Engineer or its contractors or Subconsultants (together, "Subconsultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Architect-Engineer or its Subconsultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District.

16.2. In the event that it is ever determined that any works created by Architect-Engineer or its Subconsultants under this Agreement are not works for hire under U.S. law, Architect-Engineer hereby assigns to District all copyrights to such works. With District's prior written approval, Architect-Engineer may retain and use copies of such works for reference and as documentation of experience and capabilities. Architect-Engineer shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated herein. Should the District desire to reuse the Documents specified above and not use the services of the Architect-Engineer, then the District agrees to require the new Architect-Engineer to assume any and all obligations for the reuse of the documents and process the same through the Division of the State Architect-Engineer as the project Architect-Engineer, and the District releases Architect-Engineer and its Subconsultants from liability associated with the reuse of the documents.

17. Audit and Inspection Records

17.1. Architect-Engineer shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Architect-Engineer during the course of performing the Services and providing services with respect to any Project or the Program, for a period of at least five years following final completion and acceptance of the last Project. All such records (except for materials
subject to the attorney client privilege, if any) shall be available to District, and District’s authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Architect-Engineer’s personnel costs, Architect-Engineer costs, and reimbursable expenses pertaining to Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District’s authorized agents, officers, and employees, upon request at reasonable times and places. Architect-Engineer shall not destroy any Project or Program records until after advising District and allowing District to accept and store the records.

17.2. If the Architect-Engineer’s payments are based on other than a lump sum amount, Architect-Engineer shall maintain full and adequate records in accordance with District requirements to show actual costs incurred by Architect-Engineer in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to District or relative to Architect-Engineer’s activities under this Agreement. Architect-Engineer will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by Architect-Engineer. Architect-Engineer will permit District, and District’s authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

17.3. Architect-Engineer shall maintain all items described in Sections 17.1 and 17.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the [last] Project or until after final audit has been resolved, whichever is later. The State of California and any other governmental agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.

17.4. The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

18. Subcontracting/Assignment/District Employees

18.1. Architect-Engineer and District agree that Architect-Engineer’s professional talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Architect-Engineer under this Agreement are personal in character. Therefore, Architect-Engineer shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

18.2. Architect-Engineer shall use the Subconsultants approved by the District and shall not substitute Subconsultants unless approved by written instrument executed and approved by the District in writing.

18.3. To the extent Architect-Engineer is permitted by District in writing to subcontract, assign or subcontract any portion of this Agreement or any duties or obligations hereunder, Architect-Engineer shall comply with all applicable prompt payment laws and regulations (including, without limitation,
California Civil Code Section California Civil Code §3321. Architect-Engineer shall remain liable and responsible for all negligent acts, errors, and omissions of its Subconsultants in connection with the Services, the Project[s] or the Program, as if it engaged it the acts and omissions directly.

18.4. Architect-Engineer shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.

19. Non-Discrimination, Equal Employment Opportunity and Business Practices. Architect-Engineer shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran’s status. To the extent applicable, Architect-Engineer shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.

20. Drug-Free Workplace Policy. Architect-Engineer acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on District premises. Architect-Engineer agrees that any violation of this prohibition by Architect-Engineer, its employees, agents or assigns shall be deemed a material breach of this Agreement.

21. Compliance With Americans with Disabilities Act. Architect-Engineer acknowledges that, pursuant to the Americans with Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Architect-Engineer shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the interpretation and application of ADA and any and all other applicable federal, state and local disability rights legislation. Architect-Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Architect-Engineer, its employees, agents or assigns shall constitute a material breach of this Agreement.

22. Disputes

22.1. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Chief Facilities Planner and a principal of the Architect-Engineer who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party or a meeting between the Chief Facilities Planner and principal of the Architect-Engineer shall then take place within five days of the request.

22.2. Provided that District continues to compensate Architect-Engineer in accordance with this Agreement, Architect-Engineer shall continue its Services throughout the course of any and all
disputes. Nothing in this Agreement shall allow Architect-Engineer to discontinue Services during the course of any dispute and Architect-Engineer’s failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Architect-Engineer agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Architect-Engineer also agrees that should Architect-Engineer discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.

22.3. In the event of claims exceeding $50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Contra Costa Superior Court from an approved list of qualified mediators with at least 10 years of experience mediating design claims. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, and et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

23. Agreement Made in California; Venue

23.1. This Agreement shall be deemed to have been executed in the City of Martinez, County of Contra Costa. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules.

23.2. The parties shall execute one original and one copy of this Agreement, both of which shall be deemed originals thereof.

24. Compliance with Laws

24.1. Architect-Engineer represents that it will comply with the Standard of Care in the interpretation and application of all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Architect-Engineer shall comply with all security requirements imposed by authorities with jurisdiction over any Project or the Program, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

24.2. Architect-Engineer further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

25. Construction. All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

26. Miscellaneous

26.1. As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause.
However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.

26.2. Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

26.3. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

26.4. Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

27. Entire Agreement; Modifications

27.1. The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties’ Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, written or oral, express or implied that relate in any way to the subject matter of this Agreement shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

27.2. Architect-Engineer, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Architect-Engineer shall require its Subconsultants (if any) to do the same, and the Subconsultants’ price proposals shall accompany Architect-Engineer’s price proposals.

27.3. Architect-Engineer and its Subconsultants shall, upon request by District, permit inspection of all original unaltered subcontract Agreements and purchase orders.
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
ARCHITECT-ENGINEER SERVICES AGREEMENT

27.4. Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Architect-Engineer’s representations and agreements pursuant to this Agreement.

27.5. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both District and Architect-Engineer expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.

27.6. Whenever the words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words “approval”, “acceptable”, “satisfactory”, or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

END OF APPENDIX B
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
ARCHITECT-ENGINEER SERVICES AGREEMENT

PAYMENTS TO ARCHITECT-ENGINEER - APPENDIX C

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # ___________________ dated ________________, 2016____, between Contra Costa Community College District (the “District”), and TBD Architects Inc. (“Architect-Engineer”) providing for professional services.

1. **Maximum Payment.** Excluding Additional Services only, the Maximum Payment to Architect-Engineer for Work performed under this Agreement shall not exceed progress on the Projects described in Appendix A “Services to be Performed by Architect-Engineer”, their stated budgets, and the percentage allowances under Paragraph 2.2 below.

   1.1. The parties shall pay Architect-Engineer the fee identified on the ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT, as amended from time to time.

   1.2. For purposes of this Appendix, all work performed by Architect-Engineer prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect-Engineer’s fees due under this Agreement. The Maximum Payment to Architect-Engineer described above shall apply in all circumstances except Additional Services.

   1.3. The Architect-Engineers’ fee shall include all Contractor, DSA and District-initiated change orders that are related to the Scope of the Project. There shall be no Additional Services paid for change orders or Contractor claims caused or contributed to by Architect-Engineer’s errors or omissions. Architect-Engineer’s work on Contractor claims unrelated to Architect-Engineer Services shall be limited to evaluation of entitlement which shall be considered part of Basic Services. Other than evaluation of entitlement, Architect-Engineer shall be paid for additional work on contractor claims unrelated to Architect-Engineer Services as Additional Services under Appendix A.

   1.4. In the event the District changes the scope of the Project referenced in Appendix A Paragraph 1.1 prior to completing the Construction Documents, either increasing its size or decreasing its size, then the parties may re-negotiate fee. If the District changes the scope of the Project after Architect-Engineer has commenced work on a phase of the Project, the parties shall agree upon an equitable adjustment considering Architect-Engineer’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

2. **Methods of Payment for Services and Expenses of Architect-Engineer**

   2.1. For Basic Services on the Project: The District shall pay Architect-Engineer for Basic Services rendered under Appendix A, a sum not exceeding the amount allocated to the Project in Paragraph 1 above, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase. Within each contract phase listed in Paragraph 2.2 below, Architect-Engineer shall be paid according to its percentage completion of each phase.

   2.2. **Maximum Compensation to Architect-Engineer by Phase:**

<table>
<thead>
<tr>
<th>PHASE</th>
<th>AMOUNT</th>
<th>Incremental Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
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<td>15%</td>
</tr>
<tr>
<td>Design Development Phase</td>
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<td>30%</td>
</tr>
</tbody>
</table>

C-1
2.2.1. The Architect-Engineer’s fees for all Basic Services requirements are deemed included within the foregoing amounts.

2.2.2. Travel and Mileage: Travel, mileage and parking related to this project are not reimbursable.

2.2.3. Reprographic Services during Design: Architect-Engineer shall bear the reproduction cost of drawings, specifications, calculations, cost estimates, program analysis, traveling, photos, renderings, plottings or similar documents, as required as part of its Basic Services and are not reimbursable.

2.2.4. Additional print sets requested by the District beyond the quantities anticipated in the Basic Services Fee are reimbursable at their actual cost without any markups. Reproduction for internal use by the Architect-Engineer and the Architect-Engineer’s consultants is not reimbursable.

2.2.5. Postage and Communications: Architect-Engineer shall bear the anticipated postage, long distance telephone calls, facsimile (FAX) transmissions, special deliveries (UPS or similar carriers), and hired delivery services as part of its Basic Services and are not reimbursable.

2.2.6. Reprographics for Plan Check Review: Reproduction of documents for submittal to review agencies (Division of the State Architect, California Department of Education, State or local Fire Marshall, Health Department, etc.) is required as a part of Basic Services and is not reimbursable.

2.2.7. Reprographics for Bidding: Reproduction of construction documents in quantities suitable for bidding is provided by the District.

2.2.8. Fees and Permits: Fees and permits required for agency approvals will be paid by the District.

2.3. For Additional Services: The District shall pay Architect-Engineer for “Additional Services” rendered under Appendix A as follows:

2.3.1. General: For Additional Services of Architect-Engineer’s principals and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 12, on the basis of a lump sum negotiated between the parties, or, at District’s option, at Architect-Engineer’s Standard Billing Rates under a time and materials amendment to the Agreement.

2.3.2. Subconsultants: For Additional Services of Subconsultants employed by Architect-Engineer to render Additional Services pursuant to Appendix A Paragraph 12, the amount billed to Architect-Engineer therefore times a factor of 1.05.
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2.3.3. Time and Material Basis: For Additional Services on a time and material basis, Architect-Engineer agrees that all Architect-Engineer and subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the District, and the Architect-Engineer will provide written notice when either the Architect-Engineer and/or subconsultant costs reach 80% of the not-to-exceed amount. In no event is the Architect-Engineer authorized to incur or invoice for any costs that exceed the not-to-exceed amount.

2.3.4. Reimbursable Expenses: The District shall pay Architect-Engineer the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services in excess of the Basic Services.

2.3.5. For reimbursable expenses, the District shall reimburse expenses at a rate of 1.10 time cost.

2.3.6. Reimbursable costs and all costs for Additional Services shall be broken out separately on payment invoices, and shall reference the written scope of work that directed the Additional Services.

3. Times of Payments

3.1. Architect-Engineer shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.

3.2. Architect-Engineer shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred under Additional Services. The statements will be based on Architect-Engineer’s estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The District shall promptly review Architect-Engineer’s monthly statement, and provided it is acceptable, shall promptly make payment within 30 days.

4. Information Required for Payment

4.1. Invoices shall contain the following information:

4.1.1. District Project Name and Project Number from the ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT,

4.1.2. The Agreement number,

4.1.3. The month or timeframe for which the invoice is billing for,

4.1.4. The maximum amount of fee allowable for each phase of work, per 2.2 above,

4.1.5. The percent complete of each phase,

4.1.6. The amount of previous payment for each phase,

4.1.7. The amount of fee requested for this invoice for each phase

4.1.8. The amount of fee remaining unpaid for each phase,

4.1.9. Itemize Additional Services individually and separately from the phases of the Basic Services, in the same format as if they were an additional phase

4.1.10. Supporting documentation for all reimbursable costs,

4.1.11. Name, rate, and service provided for hourly billed Additional Services
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
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4.1.12. Copies of invoices for reimbursable expenses,
4.1.13. The total amount of the invoice.

4.2. Invoices that do not contain the required information will be returned to the Architect-Engineer for resubmission with the required information. Once the corrected invoice is received and found complete, payment will be made within 30 days of the correction.

5. Definitions

5.1. The “Billing Rates” for purposes of this Appendix B apply to all Architect-Engineers’ professional personnel (architects, engineers, and drafters) engaged directly on the Project. Architect-Engineer shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, the Billing Rates are Architect-Engineer’s regular San Francisco Bay Area public entity billing rates during the applicable time.

5.2. “Reimbursable Expenses” mean actual expenses incurred by Architect-Engineer or Architect-Engineer’s independent professional associates or consultants, directly or indirectly, in connection with Additional Services that are not negotiated at a fixed-fee, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, and similar Project-related items; and if authorized in advance by the District, overtime work requiring higher than regular rates.

5.2.1. Reimbursable Expenses shall not include Local Travel.

5.2.2. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Architect-Engineer.

5.2.3. Reimbursable Expenses do not include any expenses for work required under the Basic Services of the Agreement.

5.3. “Local Travel” means travel between Architect-Engineer’s offices and Contra Costa Community Colleges and the District Office, and travel to any location within a fifty-mile radius of either Architect-Engineer’s office and Contra Costa Colleges and the District Office.

END OF APPENDIX C
This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # ________________ dated ___________, 2016__, between Contra Costa Community College District (the “District”), and TBD Architects Inc. (“Architect-Engineer”) providing for professional services.

The following table is a list of activities to be performed by Architect-Engineer with regard to Services under this Agreement, for which specific time deadlines for performance are set:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>MILESTONE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commence Work</td>
<td></td>
</tr>
<tr>
<td>Programming Phase Complete</td>
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<tr>
<td>Schematic Design Phase Complete</td>
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<td>Design Development Phase Complete</td>
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<td>Construction Document Phase Complete</td>
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<tr>
<td>Construction Phase Complete</td>
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<tr>
<td>Project Close-out Phase Complete</td>
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</tbody>
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END OF APPENDIX D
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
ARCHITECT-ENGINEER SERVICES AGREEMENT

APPENDIX E
APPROVED HOURLY BILLING RATES FOR ARCHITECT-ENGINEER AND SUBCONSULTANTS

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # ________________ dated ________________, 2016____, between Contra Costa Community College District (the “District”), and ________________ (“Architect-Engineer”) providing for professional services.

BASIC HOURLY RATE SCHEDULE
The following are Basic Hourly Rates.

Principal
Senior Manager
Senior Project Director
Project Director
Senior Project Manager
Managing professional
Senior Professional
Professional
Professional Staff
Intermediate Staff
Staff
Support Specialist
Clerical Staff
Intern

END OF APPENDIX E
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
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APPENDIX F
COMPREHENSIVE INTERIOR DESIGN REQUIREMENTS

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # _________________ dated _________________, 2016___, between Contra Costa Community College District (the “District”), and TBD Architects, Inc. (“Architect-Engineer”) providing for professional services.

1. DESIGN REQUIREMENTS

The interior designer must satisfy the following:

1.1. Comply with applicable codes, regulations and laws.

1.2. Provide a design within funding limits, or if requested, assist with development of an FF&E budget.

1.3. Provide a design of appropriate appearance in accordance with Project standards.

1.4. Provide a design that satisfies the functional requirements of the project.

1.5. Provide a design with coordinated systems (interior finish materials, furnishings, fixtures, equipment, electrical, lighting, etc.)

1.6. Provide complete, accurate, and coordinated construction/procurement documentation for the Project.

1.7. Provide a fully coordinated Comprehensive Interior Design (CID), unless otherwise directed, which includes:

1.7.1. Fully coordinated Structural Interior Design (SID;)

1.7.2. Fully coordinated Furniture, Fixtures & Equipment Interior Design (FF&E.)

1.8. Provide a design that is in accordance with sustainable design principles.

2. DESIGN CONSIDERATIONS

Designers must consider interior design compatibility with the local environment, functional requirements, ergonomics, and economy of construction, energy conservation, interior details, sustainable design and life cycle costs. Additionally, facilities must be designed in harmony with the architectural character of existing facilities that are to remain, especially those that are considered historically or architecturally significant. Design excellence must not add to project costs but balance the functionality, aesthetics, quality, sustainability and maintainability of facilities. Designs must comply with each installation design guide.

2.1. Functional Design: Facility designs will be governed by the functional requirements of the project, will conform to the appropriate criteria and standards, and will be consistent with applicable funding limitations. Provide facilities and furnishings that achieve optimum life-cycle savings. Conduct comparisons as needed to determine the most life-cycle cost effective, materials, finishes, methods of construction, furnishings and services.

2.2. Design for Flexibility: Flexibility in architectural and interior design facilitates the accommodation of changing functional requirements while conserving resources. The District
may own or lease a facility from its time of construction until the end of its useful life. During this long tenure of use, functional requirements of buildings will change, often drastically. For this reason, flexibility is a significant design requirement for buildings, except for those with highly specialized functions where adaptive reuse would be cost prohibitive.

2.3. Cost Engineering: Cost Engineering (CE) will be an integral part of the design process. Apply the CE principles and practices in the pre-design and programming development stage relative to establishing costs. Initiate more CE costs relative to the scope and requirements at the concept design on program documents and use throughout the design and construction of projects.

2.4. Life-Cycle Costs: Base design decisions on life-cycle cost considerations to determine an economical design for facilities. Take into account not only the initial construction costs but also the operating and maintenance costs of buildings, the associated impacts on productivity and the missions performed within the facility over their anticipated life. Designers must design within current cost criteria and requirements of each project’s programming documents.

2.5. Health & Safety Criteria: Designers must comply with NFPA 101 and provide for safe egress in the event of fire. For other code issues, use the International Building Code as modified by the UFC 3-600-01, Fire Protection Engineering for Facilities. Designers must provide protection against injury and death from falls, chemical emissions, electronic emissions, and microbial conditions. Designers must use materials with low VOC emissions, superior indoor air quality characteristics as well as antimicrobial components. Designers must also incorporate appropriate ergonomic design in the facility and furnishings.

2.6. Environmental Quality: Designers must be concerned with designing an environment that is comfortable, welcoming and conducive to work or other prescribed activity. Contributing factors include proper HVAC, lighting, acoustics and furnishings. Acoustic design issues include speech privacy, sound isolation or sound masking. Lighting, both artificial and daylight, is an important tool in shaping the ambiance of the environment.

2.7. Way Finding: Interior design must incorporate methods of way finding through the facility, including the development of a comprehensive interior signage package, using color and patterns as applicable. These design components will form a well-organized, comprehensible interior environment that guides users and visitors through the building to their destinations.

2.8. Sustainable Design: Designers must incorporate sustainable design in the selection of materials and in the promotion of interior environmental quality. Projects must achieve designated LEED ratings. Consider sustainable or “green” design elements on all projects. Designers will evaluate furnishings and finish materials containing recycled product and materials that can be recycled at the “end of their useful life”. Whenever possible, use sustainable principles when choosing interior finishes and materials, furnishings and equipment, especially on projects slated as Sustainable Showcases.

3. FURNITURE, FIXTURES & EQUIPMENT ACQUISITION STRATEGY.

As early as possible and before starting any project, FF&E procurement strategies must be determined in conjunction with the project team, including District Purchasing. Establish how and when the FF&E will be procured. Additionally, the deliverables that support the procurement,
such as document and specification format and schedule must be coordinated. Different procurement strategies are possible:

3.1. Contractor Furnished/Contractor Installed (CFCI) FF&E: The Contractor may procure and install the FF&E, known as Contractor Furnished / Contractor Installed (CFCI). The FF&E design is prepared by the interior designer, and specifications and drawings are included in the Construction Contract Documents. The Contractor is required to purchase the FF&E as specified with no deviations unless approved by the District.

3.2. District Furnished/District Installed (DFDI) FF&E: The District may procure and install the FF&E package independently of the building construction or renovation, known as District Furnished / District Installed (DFDI). The FF&E design is prepared by an A/E interior designer, but the specifications are not included in the Construction Contract Documents, although the FF&E layouts shall be provided in the drawings. The FF&E package is procured through District or state agencies. In this scenario, the project delivery team must plan for extensive coordination between the building design, the FF&E design, changing construction schedules, and furniture delivery schedules. 3-3.3 District Furnished/Contractor Installed (DFCI) FF&E.

3.3. The District may have the contractor install existing furnishings as part of its scope of work, known as District Furnished / Contractor Installed (DFCI). The interior designer must work with the District to determine how these requirements will be integrated into the Construction Contract Documents.

3.4. Any combination of the above may be required in order to capture and execute the comprehensive interior design requirements under this Agreement.

4. DESIGN PROCESS.

4.1. Furniture Footprint Plans: Incorporate FF&E requirements into the project design from the beginning through to the end of the project. The designer will work directly with the using activity to assess their needs and develop a written program of furnishings required for each space within the facility. Develop the furniture footprint plans to show that the furnishings necessary for the user's functional requirements can be accommodated within the spaces, comply with accessibility requirements, and satisfy applicable life safety codes. The furniture footprint plan will show the appropriate size and type of furnishings and critical or required clearances. The furniture footprint plans and documented user requirements serve as the basis for a fully integrated project design as well as the basis for the Furniture, Fixtures & Equipment (FF&E) package.

4.1.1. The interior designer is also responsible for identifying the requirements for equipment items with regards to space allocation and coordination with building systems; even though the interior designer may not be responsible for specifying those equipment items.

4.1.2. The furniture footprint is the furniture plan and is fully developed, along with the FF&E package. Furniture Footprint Plans must be included throughout the design delivery process, from initial concept to Final submission, to ensure coordination of architectural components and engineering disciplines (lighting, power, mechanical, window placement, etc.) with respect to furniture placement.
4.2. Interior Signage Placement Plans: Signage placement plans must indicate the location of every sign and directory in the facility. The sign symbol must indicate the sign type and be keyed to the signage schedule, which then describes message, symbols and details. Separate typical sign drawings must be prepared for each type to indicate plaque size, type, location and message for all signs. For larger projects, incorporate building or floor directories and directional signage. The typical sign drawings and schedule may be included solely in the specification or as an attachment to the specifications instead of on the contract set of drawings.

4.3. Planning and Programming: The interior designer will be involved during the initial programming development and preparation. The designer will be involved in the initial information gathering, or design charrettes, at the onset of a project. The designer contributions during the planning and programming stage ensure that all applicable interior design issues are considered, and evaluated as part of defining the project scope.

4.4. Schematic Design: During the schematic design phase, the interior designer will meet with representatives of the using activity and the building design team to determine the design concept. The design concept must be described in the design analysis as required in the project delivery process. The design concept must meet the user’s functional, physical, and aesthetic needs. The interior designer will produce programming documents including space utilization, personnel requirements, concept space plan, furniture footprint and FF&E list with cost estimate. Activities and deliverables in this phase include, but are not limited to:

4.4.1. Furniture research and development. Schedule client visits to showrooms and meet with sales representatives and manufacturers.
   4.4.1.1. Research and development of products that will be project appropriate.
   4.4.1.2. Assist client in evaluating products that will meet the functional requirements.
   4.4.1.3. Coordinate with sales representatives and arrange for client presentations and showroom visits.
   4.4.1.4. Meet with manufacturers’ representatives to develop standard packages for preliminary cost submittals.
   4.4.1.5. Prepare a preliminary furniture cost submittal.
   4.4.1.6. Guide clients through the process of short listing products and manufacturers.
   4.4.1.7. Coordinate the process of awarding project contracts.

4.4.2. Develop space plans and generate a furniture schedule for all areas.
   4.4.2.1. Incorporate the furniture into the floor plans.
   4.4.2.2. Develop the parameters of the furniture specifications and materials.
   4.4.2.3. Develop furniture standardization and finishes for the project, upon approval from the building user group, campus, and the District.
   4.4.2.4. Present options for client approval.

4.5. Design Development: Upon approval of the schematic design, the designer will develop the design concept. In addition to participating in the floor plan development, the designer will
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Contribute to the interior architectural detailing. The designer will determine the appropriate interior finish materials as well as the conceptual furniture layout. Ensure architectural and engineering disciplines are coordinated with interior design components. Furnishings layouts and locations of built-in equipment must be considered during the placement of lighting, power and communication receptacles, electrical/fire protection panels, sprinklers, etc. Fully coordinate furnishings with the building systems during design development through the final submittals. Activities and deliverables in this phase include, but are not limited to:

4.5.1. Coordinate the furniture design development process between end users and manufacturers for client approval.
   4.5.1.1. Meet with the end users to develop options for workstations and offices.
   4.5.1.2. Work with the College to incorporate Campus Standards (if any), options, accessories and finishes.
   4.5.1.3. Coordinate with manufacturers and dealers for presentation to the end users.
   4.5.1.4. Create an end user evaluation survey for ease of selecting the final products.
   4.5.1.5. Finalize end user detail data sheets.
   4.5.1.6. Present recommendations and options from users’ input to the District for approval.
   4.5.1.7. Obtain all furniture approvals from the District for the specification phase.
   4.5.1.8. Obtain final cost estimates from the manufacturers, based upon the approved furniture specifications.

4.5.2. Coordinate consultants’ scope of work for furniture power and data management requirements.
   4.5.2.1. Coordinate all power management issues and requirements with the District, the manufacturer/dealer and electrical consultants.
   4.5.2.2. Make any necessary adjustments, to plans and specifications, as require.
   4.5.2.3. Discuss field coordination strategies for furniture electrical needs.
   4.5.2.4. Confirm dimensional requirements for utilities on Architect-Engineer’s drawings.
   4.5.2.5. Submit furniture electrical/data package for client’s approval.

4.5.3. Furniture Specifications
   4.5.3.1. Gather cut sheets for all furniture and accessories (tables, desks, ergonomic chairs, file cabinets, etc.)
   4.5.3.2. Modify specifications, if necessary, to meet targeted budget.
   4.5.3.3. Gather finish material samples (plastic laminate, wood stain, fabric, metal finish, etc.)
   4.5.3.4. Coordinate design details and information with the manufacturer.
4.5.3.5. Compile all specification information (including location), specifications, and cut sheets for purchasing binders. The vendor will provide quantity take-offs for Architect-Engineer to approve.

4.5.3.6. Review specification approvals with the District, prior to the purchasing submittal.

4.6. Contract Documents: In the final stages of a project, the designer follows through with completing the SID/FF&E interior design in sufficient detail to ensure successful execution. Coordinate specifications with the final drawings, schedules and details as well as furnishings types and layouts with other disciplines. In addition to equipment placement, types of furnishings that require coordination with electrical systems include, but are not limited to, furniture systems; motorized projection screens, electrically powered high-density filing, power and communications in conference and training tables or computerized directory systems. During furniture layout and selection, coordinate building elements such as power sources, ceiling heights, column placement, lighting, wall switches, thermostats, alarm panels, window placement, etc. Activities and deliverables in this phase include, but are not limited to:

4.6.1. Furniture Layout Drawings

4.6.1.1. Coordinate background drawings with the dealer for a breakdown and call-out of all furniture components shown on floor plans for installation purposes.

4.6.1.2. Implement furniture wire management requirements on floor plans for installation purposes.

4.6.2. Submit documents to district purchasing for bidding.

4.6.2.1. Review Dealers’ furniture installation plans and proposals.

4.6.2.2. Evaluating deviations from specified FF&E to avoid installation of inferior or inappropriate FF&E; and

4.7. Review Process: Direct communication with the District’s project manager, users, interior designer or architectural reviewer is required. This will avoid unnecessary submittal of plans and specifications due to a misunderstanding. The reviewer’s name, phone number and email address should be listed in the project directory. The District reviewer(s) will provide comments regarding corrections or clarifications to be incorporated into contract documents or other design submittals. The interior designer will ensure that comments are incorporated into the subsequent submittal, or the reason for not incorporating the comment must be thoroughly documented in the A-E’s response to the comment.

4.1. Construction and FF&E Procurement Phases: During building construction, the interior designer will verify that equipment was coordinated with the FF&E plans and installed properly. The designer will also verify the correct interior finishes and materials have been installed per the specifications, or that those interior finishes that are to be installed, coordinate with the design intent and the FF&E package. The entire Project team shall work to schedule the delivery and installation of FF&E to be complete by the user’s beneficial occupancy date. Note that a construction completion date may occur significantly before the user’s beneficial occupancy date, depending on the procurement methods selected. The project delivery team will establish an FF&E point of contact. This person is responsible for procurement of furnishings, fixtures, and
equipment, tracking of orders, warehousing of FF&E, delivery, assembly and installation, and will assist the interior designer with verification that the FF&E received match the procurement documents, shop drawings and/or specifications. The designer involved will need to provide consultation services to include:

4.1.1. Project Management and Coordination
   4.1.1.1. Work with client, dealers, and construction management to set up a time line and installation dates for all furniture.
   4.1.1.2. Review and comment on installation plans and specifications, as submitted by the manufactures, prior to installation.
   4.1.1.3. Be available to answer questions pertaining to the furniture installation coordination process.
   4.1.1.4. Verify field conditions with the dealers and installers prior to any installation and delivery of furniture.
   4.1.1.5. Confirm and coordinate site conditions with manufacturers and dealers.
   4.1.1.6. Coordinate requests for field modifications, on any unforeseen conditions, with the Campus and obtain approval prior to preparing change orders for the District’s Purchasing department.

4.1.2. Quality Control
   4.1.2.1. Schedule weekly site meetings and compile quality control reports for the Campus/District.
   4.1.2.2. Compile a damaged furniture list with a rejection explanation for the Client’s record.
   4.1.2.3. Coordinate information on damaged furniture, and repair or re-fabrication, with the furniture manufacturer and/or installer.
   4.1.2.4. Set up installation time line for the repaired or re-fabricated furniture pieces.

4.1.3. Furniture Walk Through
   4.1.3.1. Schedule a walk through with the Client, manufacturers, and installers.
   4.1.3.2. Compile a punch list for the Client, and submit to the manufacturers and installers.
   4.1.3.3. Create a time line for the execution of the punch list items.
   4.1.3.4. Schedule a final walk through for approval.

4.2. Post Occupancy: Approximately one month after occupant move-in, conduct a Post Occupancy Evaluation (POE) of the project to determine the effectiveness of the design. This evaluation involves inspection of the completed facility by a team composed of members of the project delivery team, and the facility maintainers and the using activity. The POE is used by the project delivery team in effecting improvements in the project delivery process.
5. STRUCTURAL INTERIOR DESIGN

5.1. Definition: Structural Interior Design (SID) requires the accommodation of required FF&E within the building and the design, selection and coordination of interior finish materials that are integral to or attached to the building structure. The SID provides basic space planning for anticipated FF&E requirements in conjunction with the functional layout of the building and design issues such as life safety, privacy, acoustics, lighting, ventilation, and accessibility. Completion of a SID involves the selection, specification and sampling of applied finishes for the building’s interior features including, but not limited to, walls, floors, ceilings, trims, doors, windows, window treatments, built-in furnishings and installed equipment, lighting, and signage. The SID package will include furniture floor plans, finish schedules, and any supporting interior elevations, details or plans necessary to communicate the building finish design and build out. This definition and the definition in Appendix A are to be considered complementary and shall not cause a basis for Additional Services where the two do not align exactly.

5.2. Sid Design Submittal Requirements:

5.2.1. SID Binders. Interior and exterior finish color binders must display actual samples of proposed finishes required in the design of a project. Color boards are required at various submittal phases as noted in the project’s scope of work. Submit SID information and samples in separate three ring binders with pockets on the inside of the covers. When samples are numerous or thick, use more than one binder. Large D-ring binders are preferred to O-ring binders. Fold out items must have a maximum spread of 25 1/2”. Each binder must be labeled on the outside spine and front cover with the following information: Phase %, Date, SID, A-E firm, Project Title and Number, Location and Volume number. Include the Color Schedule or the Room Finish Schedule from the drawings. The interior designer must coordinate the SID binder format with the installation design guides where applicable.

5.2.2. Narrative of Interior Design Objectives. The SID binder is to include a narrative that discusses the building related finishes. Include topics that relate to base standards, life safety, sustainable design issues, aesthetics and durability. Discuss the Furniture Footprint Plan development and features as it relates to the customer’s requirements and the building design. This may also be included in the Basis of Design or Design Analysis.

5.2.3. Finish Color Boards for SID Binders. Finish Color boards must be in 8 1/2” x 11” format and sturdy enough to support samples. Use page protectors that are strong enough to keep pages from tearing out. Anchor large or heavy samples with mechanical fasteners, Velcro, or double-faced foam tape rather than rubber cement or glue. Label finish samples with the material codes used in the contract documents. Samples that are difficult to attach, or large samples, such as ceiling tiles or flooring samples can be provided separately from the color board in a loose sleeve. Samples must be labeled with the finish code so they can be identified independently if removed from the binder.
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5.2.4 Material and finish samples must indicate true pattern, color and texture. Photographs or colored photocopies of materials or fabrics to show large overall patterns are required in conjunction with actual samples to show the actual colors. Finish samples must be large enough to show a complete pattern or design where practical. For example, if the specified carpet has a large pattern, provide a color photograph showing the overall pattern in addition to the carpet sample with representative colors. Provide a label or header identifying the submittal stage, project title and location, A/E and construction contract numbers, A/E name and date on each color board.

5.2.5 Large Scale Presentation Boards. When required for presentations, large-scale Finish Color boards will be a minimum of 16” X 20”, either foam core or mat board. Boards must be sufficiently rigid to support heavy samples. Finish materials must be labeled to fully coordinate with the contract documents. Material and finish samples must represent true pattern, texture and color. Samples must be large enough to indicate any pattern repeats where practical. Provide a label or title block identifying the submittal stage, project title and location, A/E and construction contract numbers, A/E name and date. Separate boards must be submitted for exterior and interior finishes. A copy of the Room Finish Schedule and Finish Color Schedule must be attached to the back of the board.

6. FURNITURE, FIXTURES & EQUIPMENT INTERIOR DESIGN

6.1. DEFINITION: The Furniture, Fixtures & Equipment Interior Design (FF&E) includes the design, selection, specification, color coordination and procurement documentation of the required items necessary to meet the functional, operational, sustainability, and aesthetic needs of the facility. The FF&E package will include placement plans, ordering and finish information on all freestanding furnishings and accessories, and cost estimates. The Interior Designer will select and specify colors, fabrics, and furniture finishes to coordinate with the Structural Interior Design (SID) interior finish materials. The selection of furniture style, function and configuration will be coordinated with the user/customer’s requirements. Examples of FF&E items are workstations, seating, files, tables, beds, wardrobes, draperies and accessories as well as markerboards, tackboards, and presentation screens. Secondary window treatments such as sheers, draperies, top treatments, and room-darkening shades are specified as required on a project-by-project basis and are usually included as part of the FF&E package. Criteria for furniture selection will include function and ergonomic considerations, maintenance, durability, sustainability, comfort and cost. Also, the designer may have to consider reuse of and coordination with existing furnishings. This definition and the definition in Appendix A are to be considered complementary and shall not cause a basis for Additional Services where the two do not align exactly.

6.2. The FF&E budget, the customer’s program requirements and the Furniture Footprint plans will be the basis for the FF&E Package. The designer will work directly with the using activity to assess their needs and develop a list of furnishings required for each space within the facility. The FF&E package will be developed and coordinated with the architectural design as is appropriate with the project delivery process and the FF&E acquisition strategy.
6.3. FF&E Design Submittal Requirements: The FF&E submittal is used for procurement of furnishings for new or renovated facilities. It also becomes the record and resource document for facilities management personnel to reference for repairing or replacing furnishings and reordering additional items. FF&E information and samples are to be submitted in 8 1/2” x 11” format using three ring binders with pockets on the inside of the covers. When there are numerous pages with thick samples, use more than one binder. Large D-ring binders are preferred to O-ring binders. Fold out items must have a maximum spread of 25 1/2”. Provide cover and spine insert sheets identifying the document as a “Furniture, Fixtures & Equipment” package and include the project title and location, project number, A/E name and date, and the submittal stage. The design submittal requirements will include, but are not limited to.

6.3.1. FF&E Package Format Submittal. The specific format and organization of these binders must be coordinated with the District designer and installation design guides as well as with the contracting specialists or designated contracting official. For Navy projects, coordinate the procurement documents with the Collateral Equipment Manager (CNI). When required, a submittal will be made at the concept stage for the FF&E package format only, to confirm the installation and procurement requirements.

6.3.2. Narrative of Interior Design Objectives. Provide a narrative description of the furnishings design addressing the selection of furnishings, finishes and colors. Discuss the Furniture Plan development and features and how it meets project specific requirements. Enumerate the design decisions made to fully coordinate the SID and the FF&E, including function, safety and ergonomic considerations, durability and aesthetics.

6.3.3. Point of Contact List. Provide a comprehensive list of POCs needed to implement the FF&E project. This would include appropriate project team members, using activity contacts, interior design representatives, contractors and installers involved in the project. In addition to name, address, phone, fax and email, include each contact’s job function.

6.3.4. Itemized Furnishings Cost Estimate. Provide an itemized cost estimate of furnishings keyed to the plans and specifications of products included in the package. This cost estimate is based on GSA pricing. The cost estimate must include percentage allowances for general contingency, shipping, inflation and installation costs, listed as separate line items. Installation and freight quotes from vendors should be used in lieu of a percentage allowance when available.

6.3.5. Item Code Legend. Provide a consolidated list of all FF&E items in the design package with the item code and a short description of each item.

6.3.6. Item Installation List. The Item Code Legend may be expanded to be used as an Item Installation List. Indicate quantity per room, model number, manufacturer and which vendor is responsible for installing each furnishings item. This provides a quick reference for managing larger furniture installations.

6.3.7. Furnishings Order Forms. One Furnishings Order Form will be prepared for each item specified in the design. This form identifies all information required to
order each individual item. In addition to the project name and location, project number, and design submittal phase, the order form must include the information itemized in the subparagraph below. The goal is to provide this information on one page, however, if necessary, a second page may be used for additional detailed specifications. Open market justifications and/or any other critical procurement information must be indicated as well as special instructions for ordering and/or installation. The Furnishings Order Forms are to be organized by product category in the binder and keyed to the Item Code Legend.

6.3.7.1. Item Code and Name
6.3.7.2. Manufacturer’s name (if different from the Contractor), address, phone number and contact information if different than the Contractor.
6.3.7.3. Dealership/Installer name, address, phone number and contact information
6.3.7.4. Ship-to address – for example, some items are delivered directly to the site and some to the installer’s warehouse.
6.3.7.5. Product specification information, manufacturer’s item name, series, model number, description, dimensions, configuration, features or options
6.3.7.6. Finishes and fabrics - these must be coded to the furnishings illustration boards
6.3.7.7. An image of the item to be purchased - the image must be as close to the actual item to be purchased or it must be noted that the image is representative or similar if not the actual item. The illustration of each item may be shown on the Furnishings Order Form or on other furnishings illustration materials.
6.3.7.8. Location of items indicating quantity of items used per room number
6.3.7.9. Total quantity of items used in the project
6.3.7.10. Unit cost
6.3.7.11. Extended or total cost
6.3.7.12. Shipping and cartooning costs
6.3.7.13. Special Instructions indicating packaging information, mounting heights information, installation coordination notes, etc.
6.3.7.14. Dealer/Vendor quotes where applicable

6.3.8. Furnishings Illustration Materials. Coordinate the format and information contained in the furnishings illustration sheets with the applicable design guides and installation requirements. The intent is to minimize duplication of information and tailor the illustrations to best communicate the project design, taking into consideration the size and complexity of the project. The finish and fabric samples must be labeled and keyed to the item codes used on the Furnishings Order Forms and the furnishings plans. One or more of the following formats may be used.

6.3.9. Provide Furnishings Color Boards or Furnishings Illustration Forms with the finishes and fabric samples mounted and labeled with finish codes and item codes corresponding to the specifications on the furnishings order forms. If furnishings
illustrations are not shown on the Furniture Order Forms, include an image of each item specified with its associated finishes. Verify the format of the Furnishings Illustration Forms with each installation. Color boards must be in 8 1/2" x 11" format and must be sturdy enough to support the finish samples. Use page protectors that are strong enough to keep pages from tearing out. Large samples in protective sleeves must be labeled with the finish code so they can be identified independently if removed from the binder. Finish samples must indicate true pattern, color and texture. Use photographs or color photocopies of materials or fabrics to show large overall patterns in conjunction with finish samples to show the true colors. Finish samples must be large enough to show a complete pattern or design where practical. Provide a label or header identifying the submittal phase, project title and location, A/E and construction contract numbers, A/E name and date on each color board.

6.3.10. Large-scale Furnishings Presentation Boards may be required for briefings to illustrate typical products proposed for the project and their associated finishes and fabrics samples. When required, furnishings presentation boards will be a minimum of 16” X 20”, either foam core or mat board. Boards must be sufficiently rigid to support heavy samples. Finish materials must be labeled and keyed to the Furnishings Order Forms. Material and finish samples must represent true pattern, texture and color. Samples must be large enough to indicate any pattern repeats where practical. Color photocopies of artwork and plants are acceptable. For contracted services, provide a label or title block identifying the submittal stage, project title and location, A/E and construction contract numbers, A/E name and date.

6.3.11. Manufacturers Source List. This list identifies the manufacturers and sources used in the FF&E package. Provide the Contractor’s address, the ordering address, and the payment address including contact names, phone numbers, fax, and email address.

6.3.12. Furniture Plans. Provide furniture plans in an adequate scale to indicate locations of all furniture, furnishings, equipment and accessories. Identify these items with an item code that is keyed to the Furnishings Order Forms and the furnishings illustration materials. Typically, furnishings plans will be the same scale as the architectural drawings. Some projects may require furnishings plans for individual rooms or areas to show furnishings in sufficient detail for installation. Examples of this include enlarged plans for systems furniture; or individual room drawings where exact room configurations are repeated throughout a project. Refer to the A/E/C Tri-Service CADD standards for drawing formats. The furniture plans will be submitted in both the construction set of drawings as well as in the FF&E package.

6.3.13. Furniture Systems. Furniture systems must be designed using product and features available from three or more manufacturers to ensure open competition. Refer to UFGS 12705 Furniture Systems for specifications and required detail drawings to include in the contract documents.

6.3.14. Artwork Placement Plans. If the artwork cannot be clearly shown on the furniture placement plans, provide separate artwork placement plans. Ensure that
mounting heights and special installation instructions are indicated on the plans and on the Furnishings Order Forms.

END OF APPENDIX F
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SUPPLEMENTARY TERMS (IF ANY) - APPENDIX G

This is an Appendix attached to, and made a part of and incorporated by reference with Agreement # ___________________ dated ___________________, 2016____, between Contra Costa Community College District (the “District”), and TBD, Inc. (“Architect-Engineer”) providing for professional services.

[None]