WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS
RFQ - #20-1617
ON-GOING ARCHITECTURAL SERVICES

West Valley-Mission Community College District ("District") requests that architectural services firms ("Respondents") submit written responses to this RFQ.

1 Request for Qualifications

1.1 Purpose of RFQ. This RFQ is a part of the process for the District's selection and retention of four (4) or more architectural services firms to provide ongoing architectural and related services for projects planned by the District for its West Valley College and Mission College campuses. Timely submitted RFQ Responses will be evaluated to ascertain the Respondents' respective qualifications, based on the criteria established in this RFQ. Following the determination of which Respondents meet or exceed the qualifications standards set forth in this RFQ, in the sole and exclusive discretion of the District, Respondents deemed qualified may be requested to participate in an interview with District personnel as part of the process for selection and retention of four or more architectural services firms.

1.2 District Modifications to RFQ. The District expressly reserves the right to modify any portion of this RFQ prior to the latest date/time for submission of RFQ Responses, including without limitation, the cancellation of this RFQ. Modifications, if any, made by the District to the RFQ will be in writing; potential Respondents who have obtained this RFQ from the District prior to any such modifications will be issued modifications to the RFQ by written addenda.

1.3 No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ. Inquiries must be submitted not later than the time/date indicated in Paragraph 4.2.1 of this RFQ.

1.4 Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

2 The District and the Projects.

2.1 The District and the District's Campuses. West Valley-Mission Community College District-including both West Valley and Mission College Campuses.

The Projects. In 2012, electorate within the District's jurisdictional boundaries approved of the District's Measure C General Obligation Bonds ("Measure C"), proceeds from which are dedicated for use to design and construct works of improvements consisting of renovation/modernization of existing District facilities as well as the design and construction of new capital improvements. To maximize the extent of improvements completed with Measure C proceeds, where possible, the District has "bundled" Measure C proceeds with proceeds allocated by the California legislature to jointly fund the design and construction of a project. Over the past four and one-half (4½) years, the District has implemented the majority of the projects slated for design and construction with Measure C proceeds. The District seeks, through this RFQ to select architectural firms to provide design services for active Measure C and Capital Outlay project as well as future potential Bond and Capital Outlay projects which remain to be designed and constructed.

Projects remaining on the Measure C Project Priority List requiring Architectural services:

Mission		Estimated total budget	Estimated Gross Sq. ft.
MC-4	Main Plaza Canopy / Landscaping	$ 3,678,439	n/a
MC-5	Technology Enhanced Building (new)	$ 23,274,400	38,700
MC-6	Performing Arts Building (new)	$ 25,194,087	31,429

West Valley			
WV-7	Fine Arts Building Renovation	$ 6,602,340	12,191
WV-8	Hum-Fine Arts Building Renovation	$ 15,069,645	32,792
WV-9	Learning Resource Center Reconstruction	$ 29,458,800	59,134
WV-10	PE Department Building Renovation - Phase 1	$ 7,582,109	tbd
WV-14	Athletic Field Turf Restoration - Phase 1	$ 4,508,457	n/a

*All of these numbers are estimates and will require validation during design process.

3 **Architectural Services Contract.** Incorporated as Attachment A to this RFQ is a form of On-Going Architectural Services Agreement ("Architect Agreement") which the District anticipates executing with the architectural firm. Selected through this RFQ. The scope of Basic Services is described in the Architect Agreement; the specific scope of Basic Services for a Project shall be as set forth in the Project Assignment Amendment issued for a Project subject to the Architect Agreement.

4 **RFQ Response**

4.1 RFQ Activities; Timeline. The following is a description of the principal activities to be completed under this RFQ and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFQ activities and/or the time for completing RFQ activities.

ACTIVITY	DATE
Mandatory Information Session Location: Mission College TAV 130	November 10, 2016 at 11:00 AM
Latest date/time for Respondents' Submission of Clarifications Requests/RFQ Questions	November 16, 2016at 2:00 PM
Deadline for Respondents' Submission of their RFQ Responses	December 2, 2016 at2:00 PM
District Review of RFQ Responses	December 5, 2016 - January 4, 2017
Short List Candidates Interviews Location: (Exact dates at District discretion)	January 11-20, 2017
District Board of Trustees Action to Award Architect Agreement	February 21, 2017

4.2 Submission of RFQ Response.

Latest Date/Time for Submission of RFQ Response. **The latest date/time for submission of RFQ Responses is December 2, 2016 2:00 P.M**. RFQ Responses which are not actually received in the office of the District's Executive Director, General Services at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. **Respondents are encouraged to personally delivery RFQ Responses**

directly to the office of the District's Executive Director, General Services or to retain a private courier/messenger service to personally deliver RFQ Responses to the Office of the Executive Director, General Services to ensure timely delivery to the proper location for submission of RFQ Responses.

4.2.1 Location for Submission of RFQ Response. RFQ Responses shall be submitted to Executive Director, General Services, West Valley College, 14000 Fruitvale Avenue, Saratoga, California 95070-5678.

4.2.2 Errors/Discrepancies/Clarifications to RFQ. If a Respondent: (i) encounters errors or discrepancies in this RFQ or portions hereof; or (ii) seeks clarification of any portion of the RFQ, the Respondent shall immediately notify Brigit Espinosa, Executive Director of General Services, via email: brigit.espinosa@wvm.edu . Responses of the District to the notice of any errors or discrepancies herein, or a clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by Brigit Espinosa via email (brigit.espinosa@wvm.edu) **no later than 2:00 P.M., November 16, 2016.** The District will not respond to clarification requests submitted thereafter.

4.2.3 RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ and all other related activities shall be borne solely and exclusively by the Respondent.

4.3 Submission of RFQ Response.

4.3.1 RFQ Response. All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the information requested in Paragraph 4.4 below.

4.3.2 Additional Materials. Respondents are not prohibited, but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials separately from the RFQ Response addressing the matters set forth in Paragraph 4.4 below.

4.3.3 Copies of RFQ Response. Each Respondent shall submit an original and seven (7) copies of its RFQ Response.

4.4 RFQ Response Format/Contents. Each RFQ Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFQ Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.

4.4.1 Cover Sheet. Identify the submittal as the Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.

4.4.2 Letter of Interest. Include a brief letter expressing the interest of the Respondent in providing architectural services for the Projects and a brief statement of the qualifications of the Respondent to provide the architectural services described in the attached Architect Agreement. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

4.4.3 Table of Contents. Include a Table of Contents reflecting the Respondent's responses to each of the items set forth below:

4.4.4 Tab 1 - Statement of Qualifications. Complete the Statement of Qualifications incorporated into this RFQ as Attachment B.

4.4.5 Tab 2 - Financial Statement. Includes a current financial statement (2015 CY or 2015/2016 FY) for the Respondent. Financial Statements must be reviewed or audited with all accompanying and supplemental information.

4.4.6 Tab 3 - Relevant Experience. Provide details of California Community College District building projects which reflect the skills, experience and other qualifications of the Respondent and its proposed personnel to successfully complete necessary architectural services for the Projects. This section of the RFQ Response shall not exceed fifteen (15) pages. The discussion of experience must specifically address: (i) measures to be implemented by the Respondent to ensure that the Design Documents for the Projects conform to requirements for the planned use/occupancy thereof, materials/equipment incorporated therein and the costs of construction; (ii) quality assurance/quality control measures to ensure: coordination of, and consistency between, the various components of the Design Documents and the mitigation of errors/omissions in Design Documents; (iii) experience in communications with DSA and measures to expedite completion of DSA review/approval of Design Documents; (iv) experience with the planning, review and approval processes engaged in by the California Community Colleges Chancellors Office, California Department of Finance and the California Public Works Board; and (v) construction phase activities relating to

review and response to submittals, verification of Progress Payment requests, and other similar administrative responsibilities during the construction phase.

4.4.7 Tab 4 - Proposed Design Team. Identify the key members of the Respondents' staff that will be assigned to completion of Basic Services described in the Architect Agreement. Identify proposed Design Consultants and their respective key personnel for the following disciplines: (i) structural; (ii) mechanical; (iii) electrical; (iv) plumbing; (v) civil; and (vi) landscape/irrigation. Include an organization chart illustrating the roles and relationships among the Respondent's proposed Design Team (including proposed Design Consultants) and between the proposed Design Team and District personnel responsible for implementing the Projects. Include resumes of the key personnel of the Respondent and its proposed Design Consultants identified in this section of the RFQ Response which reflects the educational backgrounds, projects that both the Respondent's proposed Design Team and proposed Design Consultants have worked on together, as well as the skills and experience of such personnel in performing and providing the Basic Services described in the Architect Agreement.

4.4.8 Tab 5 - Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent and each of its proposed Design Consultants confirming the minimum coverage amounts for each policy of insurance as set forth below.

Required Insurance Policy Certificate	**Minimum Respondent Coverage Amount**	**Minimum Design Consultant Coverage Amount**
Workers Compensation	In accordance with law	In accordance with law
Employers Liability	One Million Dollars ($1,000,000)	One Million Dollars ($1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	Two Million Dollars ($2,000,000) per occurrence/Four Million Dollars ($4,000,000) aggregate	One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) aggregate
Professional Liability	Two Million Dollars ($2,000,000) per claim/ Two Million Dollars ($4,000,000) aggregate	One Million Dollars ($1,000,000) per occurrence/One Million Dollars ($2,000,000) aggregate

4.4.9 Tab 6 - Architect Agreement Comments. Included with this RFQ is the Architect Agreement. Respondents must thoroughly review the Architect Agreement included herewith and must in their respective RFQ responses identify any term or condition of the Architect Agreement which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFQ must set forth the text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached Architect Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Architect Agreement, such Respondent must execute the Architect Agreement in the form and content attached hereto subject only to elements of such Respondent's RFQ Response accepted by the District.

4.4.10 Tab 7 - Fee Information. Please provide a detailed listing of the current hourly billing rates for all of the personnel identified in the Respondent's RFQ Response. The District will accept architectural services fee proposals for a maximum of ten (10) percent for renovation/alteration/reconstruction projects and a maximum of eight (8) percent for new construction. Architectural and engineering services fee for Projects will be reviewed and negotiated on a project by project basis.

4.5 Selection Criteria

4.5.1 General. Timely submitted RFQ Responses will be reviewed by the District. A Response to the RFQ which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness. The District reserves the right to waive immaterial deviations in a response to this RFQ.

4.5.2 District Policy. It is the policy of the District that the selection of firms to provide professional services in connection with construction projects of the District be based on the demonstrated competence and qualifications to complete the required professional services at a fair and reasonable price to the District.

4.5.3 Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated. The District and the selection committee reserve the right to exercise discretion in the weight and priority of the evaluation criteria.

4.5.3.1 Relevant Experience and Ability: The Respondent and its propose Design Team will be evaluated based on experience in architectural design work for

California community college capital improvement/modernization projects and a minimum of five (5) years of prior experience successfully providing architectural and related services during the design, bidding and construction phases of California community college projects valued at $15 million or greater.

4.5.3.2 Sustainable Design/LEED: The Respondent and its proposed Design Team will be evaluated on their sustainable design practices as it relates to their experience. The District will be reviewing Respondents' responses based on application of sustainable design theory as well as Firm and Design Team's experience with the LEED Certification process. Please provide a list of references for completed LEED Certified projects.

4.5.3.3 California Community Colleges State Chancellor's Office: The Respondents and its proposed Design Team will be evaluated based on their experience with the planning, review and approval processes engaged in by the California Community Colleges Chancellors Office, California Department of Finance and the California Public Works Board. Please provide a complete reference list of Community College Districts and their contact information for project submittals completed to date. Please provide a description and size of project Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) completed and submitted that have been approved or anticipate approval from the State Chancellor's Office.

4.5.3.4 Architectural Ability. Skills, experience and expertise of individual members of the Respondent's proposed Design Team will be specifically evaluated as to (i) demonstrated prior capabilities of completing architectural and related services to produce work-product which incorporate required scope and which conforms to budget/time constraints; (ii) demonstrated prior success in expediting review/approval processes for community college projects; and (iii) demonstrated prior skills in administration and other architectural services during the construction phase of a project.

4.5.3.5 Responsiveness to RFQ and Project Requirements; Client. The District will evaluate the Respondent's responsiveness to the requirements of this RFQ. The District will also evaluate the prior experience and successes of the Respondent and its proposed Design Team in establishing effective working relationships within the setting of a public higher education institution, including the relationships with management, administrative, technical and end-user staff of prior clients. The District will evaluate the proposed Design Team on demonstrated understanding and experience in a shared governance system within community colleges.

4.5.3.6 Availability. The District will evaluate the availability of the Respondent, the personnel of the Respondent, and its proposed Design Consultants to be dedicated to the Projects within the District's anticipated schedule for completing design and construction of the Projects.

4.6 Mandatory Information Session and Interviews. There will a mandatory information session **held at Mission College, Telecommunications Building, and Room TAV 130 on November 10, 2016 at 11:00 A.M.** RFQ respondents deemed qualified by the District may be required to participate in an interview with a Selection Committee established by the District. Interviews, if conducted by the Selection Committee, will generally consist of no more than twenty (20) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel of the Respondent and its Project Team. The order of firms to be interviewed will be selected randomly. Short listed architectural firms may be required to participate in interviews with a Selection Committee for all other active and future projects.

4.7 Award of Architectural Agreement. The District's Board of Trustees will have the exclusive authority to take action for the award of the Architect Agreement.

[END OF SECTION]

"Attachment A"

AGREEMENT FOR ON-GOING ARCHITECTURAL SERVICES

This Agreement for On-Going Architectural Services ("Agreement") is entered into this ___ day of _____, 2017 by and between **WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT**, a California Community College District ("District") and _____ ("Architect"); the District and the Architect are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

R E C I T A L S

WHEREAS, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities at the District's Mission College and West Valley College campuses and other District facilities; these works of improvement are hereinafter collectively referred to as "the Assigned Projects" and singularly referred to as "an Assigned Project".

WHEREAS, funding for design and construction of the Assigned Projects is anticipated to be from different sources, including without limitation, proceeds of the District's Measure C Bond, State of California appropriated funds and other funding sources.

WHEREAS, in or about November 4, 2016, the District issued a Request for Qualifications ("RFQ") pursuant to which the District solicited proposals from architectural services firms to provide architectural services on an on-going basis.

WHEREAS, on or about December 2, 2016, the Architect submitted a written response to the RFQ ("the RFQ Response"); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

WHEREAS**,** the District desires to retain Architect to provide and perform architectural and related services in connection with the planning, development, design, bidding and construction of the Assigned Projects; the specific scope of Architect's services and the terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment ("PAA") in substantially the form attached hereto as Exhibit A.

WHEREAS, personnel of the Architect are duly licensed as an architect under the laws of the State of California; the Architect and such personnel are qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Architect agree as follows:

AGREEMENT

1. Basic Services.

1.1. General. Architect shall provide Basic Services and authorized Additional Services for an Assigned Project, as more particularly enumerated in this Agreement and in the PAA for an Assigned Project. All Basic Services and authorized Additional Services for an Assigned Project shall be performed and completed by employees of the Architect and/or the Architect's Design Consultants. Architect's services shall be performed or provided consistent with the Basic Services Completion Schedule set forth in the PAA for an Assigned Project and with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of the planning, development, design, bidding and construction of the Assigned Project. The scope of Basic Services to be provided by the Architect in connection with an Assigned Project shall be in accordance with the PAA issued by the District for an Assigned Project; the form of PAA is attached hereto as Exhibit A and incorporated herein by this reference.

1.2. Relationship of Architect to Other Assigned Project Participants. The Architect's services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor and the District's Construction Manager, if one is retained by the District for an Assigned Project. The Architect's services and the Design Documents prepared by or through the Architect for an Assigned Project shall conform to processes, procedures and standards established by the District for an Assigned Project. The Contractor awarded the Construction Contract for an Assigned Project is responsible for performance of its obligations under the Construction Contract. Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety at the Site of an Assigned Project, all of which are and remain the responsibility of the Contractor for the Assigned Project.

1.3. Architect Independent Contractor Status. In providing services hereunder, Architect is an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent contractor capacity. The

Architect shall be liable for the consequences of Architect's actions or conduct which exceeds the express limited scope of Architect's authority to act on behalf of the District as set forth herein.

1.4. Architect Standard of Care. Architect and its Design Consultants shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using their best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Architect, it's Design Consultants nor their respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Architect's obligations to the District under this Agreement.

1.5. Architect Representation. The Architect shall designate a Job Captain for all Phases of Basic Services for an Assigned Project. Unless approved by the District for an Assigned Project, the Job Captain designated by the Architect for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Architect's Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Architect's obligations relating to the Assigned Project; and (iv) be authorized to act on behalf of the Architect in discharge of Architect's services and other obligations under this Agreement. If the Job Captain designated by the Architect for an Assigned Project is replaced, the District shall have the right to approve of the replacement Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail, EADOC or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to completion of design and construction of the Assigned Project.

1.6. Design Consultants. Basic Services are generally described in the Agreement and unless otherwise expressly provided in the PAA for an Assigned Project, includes all architectural, design and engineering services for the structural, civil, mechanical, electrical, signage, graphics, telecommunications/data cabling and landscaping portions of an Assigned Project as necessary or appropriate to produce accurate Construction Documents for an Assigned Project. The specific architectural, design, engineering and other services forming the Basic Services for an Assigned Project shall be as set forth in the PAA for the Assigned Project; the extent to which the Basic Services for an Assigned Project are completed in whole or in part with the Architect's own personnel or with the personnel of the Architect's Design Consultants shall be at the discretion of the Architect, provided that the personnel (whether of the Architect or its Design Consultants) providing or performing any portion of the Basic Services for an Assigned Project are qualified, skilled, experienced and properly licensed/registered for the services assigned to such personnel.

1.7. Compliance with Regulatory Agencies. The Architect shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-

governmental agency with jurisdiction over any portion of the Assigned Project, including without limitation, the California Department of Toxic Substances Control, California Department of Finance, Division of State Architect, California Public Works Board and the California Community Colleges Chancellor's Office (collectively, "Regulatory Agencies"). All of the Architect's verbal communications with Regulatory Agencies shall be reduced to writing. The Architect shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Architect or a Design Consultant to any of the Regulatory Agencies relating to an Assigned Project. The Architect shall be responsible and liable to the District for all consequences of the failure or refusal of the Architect to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to an Assigned Project.

1.8. Meetings. The Architect and its Design Consultants, as necessary, appropriate or requested by the District, shall attend and participate in meetings, forums and other conferences relating to the design, bidding or construction of an Assigned Project. Without limiting the generality of the foregoing, the Architect and Design Consultants shall attend and participate in meetings, forums and conferences with the District, end-user groups, Board of Trustees, Citizen Oversight Committee(s) and other organized public forums relating to an Assigned Project. The Architect and its Design Consultants shall promptly, completely and accurately respond to matters assigned to or designated for response, review or other action by the Architect or its Design Consultants. If requested by the District, the Architect shall, as part of its Basic Services, prepare and distribute minutes of meetings, forums or conferences relating to an Assigned Project.

1.9. Existing Utilities. The Architect shall be responsible for determining: (i) the existence and location of points of connection for telecommunications/data, electrical power, natural gas (as applicable to an Assigned Project) and domestic water supply utility services; (ii) development of Design Documents for modification/addition/relocation of existing utility service points of connection to serve an Assigned Project ; (iii) development of Design Documents for an Assigned Project with sufficient utility service capacity to serve the Assigned Project and the intended uses/occupancies of the Assigned Project.

1.10 Existing Conditions Investigation. The Architect and its Design Consultants for an Assigned Project shall conduct such observations and undertake other activities at the Site of an Assigned Project as necessary to ascertain existing conditions, facilities or other improvements on or about the Site of an Assigned Project so that complete and accurate Design Documents for the Assigned Project, which incorporate complete and accurate depictions of existing conditions can be produced by the Architect. If the Assigned Project involves any existing improvements, the Architect shall review and verify the accuracy of any materials provided to the Architect by or through the District relating to the as-built and existing condition of the improvements on or about the Site of the Assigned Project. The Architect shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Architect and the materials provided by or through the District; failure of Architect to do so shall result in the Architect's assumption of responsibility for correcting

discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Assigned Project without adjustment of the Contract Price for the Assigned Project.

1.11 Obligation to Design within the Construction Budget. A material obligation of the Architect under this Agreement and in connection with each Assigned Project is the Architect's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Services, actions or other activities of the Architect and its Design Consultants to modify Design Documents for an Assigned Project so that the Construction Cost Estimate for the Assigned Project conforms to the Assigned Project Construction Budget shall be without adjustment of the Contract Price for the Assigned Project. Design Documents for an Assigned Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives").

1.10. Construction Manager for Assigned Project. The District may, whether prior to or subsequent to, the District's issuance of a PAA to the Architect for an Assigned Project, elect to retain a firm or an individual to serve as the Construction Manager for the Assigned Project. The District's election to retain or not retain a Construction Manager for an Assigned Project shall not result in adjustment of the Contract Price due the Architect for an Assigned Project, modification of the terms of this Agreement or the PAA for such an Assigned Project.

1.11. Conformity to District Standards. Design Documents prepared by or through the Architect for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship in effect as of the completion of the Working Drawings for an Assigned Project. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.

2. Basic Services; Pre-Design (Programming) and Assigned Project Development Phase.

2.1. General. The Architect shall review the Construction Budget for the Assigned Project and other information provided by the District regarding an Assigned Project to fully comprehend the requirements and constraints of the Assigned Project, as established by the District.

2.2. Development and Processing of Capital Outlay Initial Project Proposals ("IPP") and Final Project Proposals ("FPP"). If indicated in the PAA issued by the District for an Assigned Project, the Architect shall develop and process, on behalf of the District, IPPs and FPPs through the California Community Colleges Chancellor's Office ("the Chancellor's Office"). The Architect's development and processing of IPPs and FPPs shall be in accordance with the then existing procedures, forms, and other processes established by the Chancellor's Office for IPPs and FPPs. If the development and processing of IPPs and FPPs is part of the Architect's Basic Services for an Assigned Project,

material obligations of the Architect include: (i) timely submittal of the Assigned Project IPP and FPP and prior to Chancellor's Office established deadlines for IPP or FPP submittal; (ii) establishment of appropriate justification for the Assigned Project based upon the District's then existing Facilities Master Plan or other factors; (iii) maximizing the Assigned Project eligibility for state funding; (iv) assessment of secondary effects of an Assigned Project and measures to mitigate secondary effects; (v) development of site, utility services and landscaping components to be incorporate into an Assigned Project; (vi) development of estimates based upon the then current marketplace conditions; and (vii) verification that CEQA requirements, if any, applicable to the Assigned Project have been complied with.

2.3. Assigned Project Program Statement. Based upon the scope, requirements and constraints of the Assigned Project, as established by the District and/or the FPP for the Assigned Project if the Assigned Project is subject to the Chancellor's Office capital outlay process, the Architect shall provide the District with a written evaluation ("the Program Statement") describing the District's requirements and constraints for the Assigned Project, including the selection of materials, building systems, equipment, the Construction Budget, and alternative approaches to design and/or construction. The Architect shall submit the Program Statement to the District for review and comment. The Architect shall modify the Program Statement as necessary for the District's acceptance of the entirety of the Program Statement. The Architect's development and preparation of the Design Documents for an Assigned Project shall conform to the District accepted Program Statement for the Assigned Project.

3. Basic Services; Preliminary Plans Phase.

3.1. Initial Preliminary Plans. Based upon the District accepted Program Statement for the Assigned Project, the Architect shall prepare Initial Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Preliminary Plans shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; and (vi) other documents requested by the District relating to the preliminary design of an Assigned Project. Upon completion of the Initial Preliminary Plans, or at such other intervals during Architect's development of Initial Preliminary Plans, as established in the PAA for an Assigned Project, Architect shall submit the same to the District for information, review and comments.

3.2. Final Preliminary Plans. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the District to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans. The Architect shall prepare Final Preliminary Plans which consist of the Initial Preliminary Plans revised to incorporate therein the mutually agreed upon changes and other comments of the District. Upon completion of the Final Preliminary Plans, Architect shall submit the same to the District for review and acceptance. If the District and Architect do not reach mutual concurrence as to which of the District's changes or

comments to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans, the Architect shall incorporate such changes or comments as directed or authorized by the District.

3.3. Constructability; Value Engineering Reviews of Preliminary Plans. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Preliminary Plans for an Assigned Project as set forth in the PAA for the Assigned Project. If the Preliminary Plans for an Assigned Project are subject to either Constructability Reviews or Value Engineering Reviews, the Architect shall submit Preliminary Plans to the District for such Constructability Reviews and/or Value Engineering Reviews at the interval(s) set forth in the PAA for the Assigned Project. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Final Preliminary Plans. If mutual agreement is not reached, the Architect shall incorporate such Constructability Review and/or Value Engineering Review comments as directed by the District.

3.4. Preliminary Plans Construction Cost Estimate. If required by the PAA for an Assigned Project, the Architect shall prepare and deliver to the District a Construction Cost Estimate for the Assigned Project as depicted in the Final Preliminary Plans. If the Construction Cost Estimate of the Final Preliminary Plans materially exceeds the District's Construction Budget for the Assigned Project, the Architect shall consult with the District to identify revisions to the Final Preliminary Plans as necessary so that the Construction Cost Estimate for the Work depicted in the Final Preliminary Plans is consistent with the Construction Budget for the Assigned Project. Revisions of the Final Preliminary Plans to conform with the Construction Budget shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.

4. Basic Services; Working Drawings Phase.

4.1. Working Drawings. Based upon the District accepted Final Preliminary Plans, the Architect shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Project with sufficient clarity, coordination and consistency for issuance of a construction permit and to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Working Drawings shall include without limitation: (a) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Project and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Project; (b) typical construction details; (c) equipment specifications and layouts; (d) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional architectural/engineering practices; and (e) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contract for the Assigned Project and similar matters.

4.2. Review of Working Drawings Status. At intervals established in the PAA for an Assigned Project or as mutually agreed upon by the District and Architect, the Architect shall provide to the District, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Architect's preparation of Working Drawings.

4.3. Constructability and Value Engineering Reviews of Working Days. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Working Drawings for an Assigned Project as set forth in the PAA for an Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews and/or Value Engineering Reviews, the Architect shall submit Working Drawings to the District for such Constructability and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District and the Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Working Drawings. If mutual agreement is not reached, the Architect shall incorporate such Constructability Review and/or Value Engineering Review comments into the Working Drawings as directed by the District. The Architect shall submit revised Working Drawings to the District for acceptance. The Architect shall revise Working Drawings as necessary to obtain the District's reasonable acceptance thereof.

4.4. Detailed Construction Cost Estimate. At such time as the Architect achieves fifty percent (50%) completion of the Working Drawings, the Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Working Drawings ("the 50% Estimate"). If the 50% Estimate materially exceeds the Construction Budget for the Assigned Project, the Architect shall revise the Working Drawings as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Working Drawings shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.

4.5. Approvals of Working Drawings. The Architect shall assist the District in obtaining all necessary approvals or permits of the Working Drawings for an Assigned Project from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals and permits issued by the Division of State Architect ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Architect shall revise Working Drawings as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance.

4.6. Architect Provision of Working Drawings. The Architect shall provide the District with one (1) clear background, reproducible copy of the Drawings included in the final District accepted Working Drawings for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the

Architect or its Design Consultants, in which case, the Architect shall bear all costs of preparing revisions or corrections and reproduction of Working Drawings. The District will furnish Architect with five (5) sets of the final District accepted Working Drawings for use by Architect and its Design Consultants in the Bidding and Construction Phases of the Assigned Project; reproduction of additional sets of the Working Drawings for use by the Architect or its Design Consultants shall be at the sole expense of the Architect without adjustment of the Contract Price for the Assigned Project.

5. Basic Services; Bidding Phase.

5.1. Development of Bid Documents. In consultation with the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract for an Assigned Project. Architect will generally review and comment upon the District's forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District in the preparation of information, documents and forms necessary or appropriate for bidding.

5.2. Bidding Process. During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to the Assigned Project, the Design Documents, or the Construction Documents; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to the Design Documents, Contract Documents, Bid Documents and/or Construction Documents for the Assigned Project. As requested by the District, the Architect will assist the District in obtaining required governmental approval(s) for award of the Construction Contract for an Assigned Project.

5.3. Bid Costs Exceeding Project Construction Budget. If within one hundred fifty (150) days of the date of issuance of the DSA construction permit for the Construction Documents of an Assigned Project, the District solicits Bid Proposals from bidders for award of the Construction Contract, and the lowest bona fide Bid Proposal exceeds the Construction Budget for the Assigned Project, the District may: (i) approve of an increase in the Construction Budget for the Assigned Project; (ii) reject all Bid Proposals and authorize re-bidding of the Assigned Project; (iii) abandon or terminate the Assigned Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Assigned Project Construction Budget, if the District elects to revise the Assigned Project pursuant to (iv) above, the Architect shall make all necessary revisions to the Construction Documents so that the Work therein can be constructed for the Assigned Project Construction Budget without adjustment of the Contract Price due the Architect for the Assigned Project. If the District elects to reject all Bid Proposals and re-bid the Assigned Project, for such subsequent re-bid(s), the Architect and its Design Consultants shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price due the Architect for the Assigned Project.

5.4. Conformed Design Documents. After conclusion of the Bidding Phase and prior to commencement of the Construction Phase for an Assigned Project, the Architect shall prepare Conformed Design Documents which consist of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Architect shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned commencement date of the Construction Phase of the Assigned Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of an Assigned Project.

6. Basic Services; Construction Phase.

6.1. Administration of Construction Contract. Architect will provide assistance to the District in administration of the Construction Contract for the Assigned Project and construction of the Assigned Project. The scope of the Architect's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract for the Assigned Project. The Architect's administration of the Construction Contract for an Assigned Project shall be in conjunction with the services and responsibilities of the Project Inspector and the Construction Manager, if applicable, for the Assigned Project and the District. The Architect shall be a representative of the District and shall advise and consult with the District regarding construction of an Assigned Project until Final Payment under the Construction Contract for the Assigned Project is due and Final Completion of construction of an Assigned Project is certified by the Architect and other Project participants including the Project Inspector and Construction Manager for the Assigned Project. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Architect's authority shall not be restricted, modified or extended without written agreement of the District and the Architect along with consent by the Contractor for the Assigned Project as necessary or appropriate. Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Assigned Project.

6.2. Site Observations. The Architect shall attend weekly meetings at the Site and other meetings relating to the Assigned Project and shall visit the Site of the Assigned Project at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an architect, the Architect shall: (i) keep the District informed of the progress and quality of the Work; and (ii) endeavor to guard the District against defects and deficiencies in the Work and the failure or refusal of the Contractor to perform the Work in accordance with the terms and intent of the Construction Contract and the Construction Documents.

Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Architect fails to discover or report to the District any patently observable major defect or deficiency in construction of the Work, or in the Work itself, which by exercise of due care should have been observed by the Architect and reported to the District, the Architect will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District, provided that such services are in addition to, and not in lieu of, other Architect liabilities resulting from such failure. The foregoing shall not be deemed to obligate the Architect to observe or inspect concealed conditions, unless the nature of the visually apparent conditions are such that a prudent architect would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Work. The Architect shall have access to the Work wherever in preparation, fabrication or progress.

6.3. Contractor Applications for Payment.

6.3.1. Development of Payment Procedures. In consultation with the District, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor for each Assigned Project.

6.3.2. Certification of Payment Due. Based on the Architect's observations and evaluations and in conjunction with the observations and evaluations of the Construction Manager, if any, and the Project Inspector, the Architect shall certify the amount due the Contractor on each Application for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Architect's representation to the District that the Contractor is entitled to the amount certified.

6.3.3. Limitations upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the

Architect hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

6.3.4. Final Payment. In conjunction with the Construction Manager and the Project Inspector for the Assigned Project, the Architect shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

6.3.5. Timely Action by Architect. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Architect shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorney's fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Architect fails to take timely action pursuant to the preceding, the Architect shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.

6.4. Rejection of Work. The Architect shall have the authority, after notification to the District, to reject Work of an Assigned Project which does not conform with the requirements of the Construction Contract. Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract upon written notice to the District, and prior authorization by the District, the Architect may require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract, whether such Work is prepared, fabricated, installed or constructed. This authority of the Architect, or the Architect's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Architect to the District, the Contractor or any others performing or providing Work of the Assigned Project to exercise or not to exercise such authority.

6.5. Submittals.

6.5.1. Submittal Procedures. In consultation with the District, the Architect shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor's Submittals required for an Assigned Project.

6.5.2. Submittal Review. The Architect shall review, and take appropriate action upon Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Architect's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Architect's review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Architect, Architect's actions hereunder shall conform with

such Submittal Schedule or time frames; Architect shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

6.5.3. Limitations Upon Submittal Review. The Architect's review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Architect's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Architect, construction means, methods, sequences or procedures.

6.6. Changes.

6.6.1. Changes Procedures and Processing. In consultation with the District, the Architect shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work of an Assigned Project.

6.6.2. Evaluation of Changes; Change Orders. The Architect shall assist the District in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Architect shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.

6.6.3. Authority to Direct Minor Changes. The Architect may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect and copied to the District. The Architect shall be liable to the District for all charges, expenses, losses or other costs, including without limitation, consequential damages, arising out of or related in any manner to the Architect's direction or authorization to the Contractor for an Assigned Project to perform Changes which are not minor or which involve an adjustment of the Contract Time or the Contract Price for an Assigned Project.

6.7. Interpretations.

6.7.1. Procedures for Handling Contractor's Requests. In conjunction with the District, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Design Documents.

6.7.2. Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District or the Contractor on written request of either the District or the Contractor. The Architect shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.

6.7.3. Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

6.7.4. Contractor Claims. The Architect shall render written decisions regarding claims, disputes or other matters in controversy between the District and the Contractor arising under or relating to the Construction Contract, including the execution or progress of Work thereunder. The Architect's decisions shall be in accordance with any applicable time limits set forth in the Construction Contract; if no time limits are set forth, the Architect shall render decisions within a reasonable time.

6.8. Records and Reports. The Architect shall maintain current, accurate and complete records relating to the construction of the Assigned Project, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests and similar records for an Assigned Project. The Architect shall timely prepare and submit all reports regarding Assigned Project construction as required by applicable law, rule or regulation.

6.9. Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees.

7. Basic Services; Post Construction Phase.

7.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, Construction Manager, if any, and the Project Inspector, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Architect shall determine and certify the date of Substantial Completion of the Assigned Project, or portions thereof.

7.2. Punch list. At the time of determining Substantial Completion and in conjunction with the District, Construction Manager, if any, the Project Inspector and the Contractor, the Architect shall note the discovered conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Contract ("the Punch list"). The Architect shall, in conjunction with the District, the Construction Manager, if any, and the Contractor, determine the time reasonably necessary to complete the Punch list items. If mutual agreement is not reached establishing the time for the Contractor's completion of the Punch list, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punch list. The Architect shall thereafter periodically review the Contractor's performance and completion of the Punch list.

7.3. Final Completion. In conjunction with the District, Project Inspector and Construction Manager, if any, and upon request of the Contractor, the Architect shall inspect the Work of an Assigned Project to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punch list prepared at Substantial Completion. The Architect shall determine and certify the date of Final Completion of an Assigned Project or portions thereof.

7.4. Close-Out Documents.

7.4.1. Assembly/Transmittal of Close-Out Documents. If the District does not retain a Construction Manager for an Assigned Project, the Architect for such an Assigned Project shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-Built Drawings, Operations and Maintenance manuals, key schedules and warranties. If the District retains a Construction Manager for an Assigned Project, the Architect shall review the close-out materials assembled by the Contractor and delivered to the Construction Manager for conformity to the Close-Out requirements for an Assigned Project. If the Contractor fails to fully comply with its close-out obligations, the Architect shall make recommendations to the District for implementation of measures to secure the Contractor's compliance; as requested by the District, the Architect shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations as directed or authorized by the District.

7.4.2. Governmental Agency Close-Out. The Architect shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the construction of an Assigned Project. An express condition precedent to the

Architect's right to receive the portion of the Contract Price for an Assigned Project allocated for the Post-Construction Phase of Basic Services and an express condition precedent to the District's obligation to disburse the portion of the Contract Price allocated for the Post-Construction Phase of Basic Services is the Architect completion of all its Post-Construction obligations, including without limitation the preparation and submission of Verified Reports to DSA.

7.4.3. As-Built Drawings. The District shall require each Contractor for an Assigned Project to provide the District with As-Built Record Drawings indicating the location and size of all concealed, underground or imbedded construction not covered in the original Drawings, Change Orders, Supplemental Drawings or Submittals. The Contractor shall be required to record such work on reproducible drawings furnished to the Contractor by the District. The Contractor's As-Built Record Drawings shall be delivered by the Contractor to the Architect for the Architect's review and delivery to the District. The Architect's review of the Contractor's As-Built Record Drawings shall be for the limited purpose of generally determining that the Contractor has complied with its obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor. The Architect shall provide the Contractor engaged in the mechanical, electrical, plumbing and structural portions of an Assigned Project with all Drawings Sheets of Building Backgrounds for the Contractor's preparation of its As-Built Drawings.

8. Additional Services.

8.1. Additional Services; General. The services described in this Paragraph 8 are not included in the scope of Architect's Basic Services for an Assigned Project, unless expressly set forth in the PAA for an Assigned Project.

8.2. Additional Services. The District may direct the Architect, by written instrument, to perform the Additional Services described below. If subject to the District prior authorization, Additional Services performed by the Architect shall be compensated for in accordance with this Agreement and the PAA for the Assigned Project. If the Architect performs any Additional Services without prior District written authorization, the Architect shall not be entitled to compensation for such Additional Services and the District shall not be liable to the Architect for payment of any compensation for any such Additional Services.

8.2.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Assigned Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Assigned Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.

8.2.2. District/Contractor Default. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Architect in its Site observations under Paragraph 6.2 hereof.

8.2.3. Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.

8.2.4. Contractor Substitutions. Providing services in connection with the evaluation(s) or request(s) by the Contractor for an Assigned Project to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.

8.2.5. Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Architect or its employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.

8.2.6. Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor for an Assigned Project, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Architect hereunder.

8.2.7. Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of an Assigned Project, except where Architect is a party thereto, is called as a percipient witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.

8.2.8. Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of the Construction Contract for an Assigned Project.

8.2.9. Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of the Construction Contract for an Assigned Project or to provide measured drawings thereof.

8.2.10. Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Construction Contract for an Assigned Project or identified as part of the Architect's scope of Basic Services for an Assigned Project in the PAA for such an Assigned Project.

8.2.11. Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.

8.2.12. Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for an Assigned Project.

8.2.13. Verification of District Provided Information. Providing services to verify the accuracy of drawings or other information provided by the District relating to existing conditions affecting an Assigned Project.

8.2.14. Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of an Assigned Project or the components thereof to the District.

8.2.15. Additional Design Consultants. Providing services of Design Consultants which are not included and contemplated as part of the Basic Services for an Assigned Project, as set forth in this Agreement and the PAA for an Assigned Project.

9. District Responsibilities.

9.1. Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, Construction Budget, and other constraints and requirements which may affect the Assigned Project. Except as set forth herein, the Architect shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District. The foregoing notwithstanding, if any information provided by the District to the Architect consists of information relating to existing "as built" conditions of improvements on or about the Site of an Assigned Project, the Architect shall be entitled to rely upon information in concealed or covered conditions, but the Architect shall independently verify the accuracy and completeness of information of existing "as built" conditions which are visually apparent without opening or uncovering any concealed existing improvements. If in such independent verification, the Architect encounters conditions different that than noted in the District provided information, the Architect shall notify the District, and the Construction Manager, if any, for the Assigned Project in writing of such encountered discrepancies.

9.2. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Architect's services hereunder.

9.3. District Consultants. Except for the Design Consultants retained by the Architect, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for an Assigned Project.

9.4. Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of an Assigned Project as required by applicable law, code, regulation,

ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable law, code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.

9.5. District Notice of Non-Conformity. The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect. Upon receipt of such notice, a material obligation of the Architect under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

10. Insurance and Indemnity

10.1. Architect Insurance. At all times while providing or performing services under this Agreement, the Architect and its Design Consultants shall obtain and maintain the policies of insurance described in this Paragraph 10. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Architect and its Design Consultants while providing or performing services in connection with an Assigned Project shall be as set forth in this Agreement, subject to modifications set forth in the PAA for the Assigned Project.

10.2. Workers Compensation and Employers Liability Insurance. Architect shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Architect shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of Architect hereunder may be obtained by Architect as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect hereunder.

10.3. Commercial General Liability and Property Insurance. Architect shall purchase and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which Architect may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Architect's obligations under this Agreement. District shall be an additional insured to Architect's commercial general liability insurance policy

10.4. Professional Liability Insurance. Architect will procure and maintain professional liability insurance covering liabilities of the Architect arising out of the performance of services under this Agreement.

10.5. Design Consultants' Insurance. Each of the Design Consultants retained by the Architect to provide or perform a portion of the services or obligations of the Architect under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, Commercial General Liability/Property Damage and Professional Liability. Each policy of insurance to be obtained by each of the Architect's Design Consultants shall conform with the standards or requirements set forth in Paragraphs 10.1-10.4, above.

10.6. Coverage Amounts. Insurance to be procured and maintained by Architect and its Design Consultants hereunder shall be in the coverage amounts set forth in the Agreement.

10.7. Policy Endorsements; Evidence of Insurance. Architect shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.

10.8. Architect's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Architect are:

Workers Compensation in accordance with applicable law

Employers Liability $1,000,000

Commercial General Liability (including Bodily Injury or Death and Property Damage)

Per Occurrence $2,000,000

Aggregate $4,000,000

Automobile Liability - Bodily Injury or Death

Per Occurrence $1,000,000

Aggregate $2,000,000

Professional Liability

Per Claim $2,000,000

Aggregate $4,000,000

10.9. Architect's Design Consultants' Insurance; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by each of the Architect's Design Consultants are:

Workers Compensation	In accordance with applicable law
Employers Liability	$1,000,000
Commercial General Liability (including Bodily	
Injury or Death and Property Damage)	
Per Occurrence	$1,000,000
Aggregate	$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Per Claim	$2,000,000
Aggregate	$4,000,000

10.10. Modifications to Minimum Coverage Amounts. The foregoing notwithstanding, the minimum coverage amounts required for an Assigned Project may be modified as set forth in the PAA for an Assigned Project.

10.11. Indemnity.

10.11.1. Architect Indemnity. To the fullest extent permitted by law, the Architect shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, each individual member of the Board of Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Architect, its Design Consultants or the employees, agents and representatives of

Architect or any of its Design Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorney's fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

10.11.2. District Indemnity of Architect. The District shall indemnify and hold harmless Architect from all claims arising out of bodily injury (including death) and physical damage (other than to an Assigned Project itself and property covered by a policy of Builder's Risk Insurance) which arise out of the negligent or willful acts, omissions or other conduct of the District.

11. Architect Compensation

11.1. Contract Price. For each Assigned Project, the District will pay the Contract Price set forth in the PAA for the Assigned Project.

11.2. Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. Unless otherwise expressly provided in the PAA for an Assigned Project, the Contract Price for an Assigned Project includes the Architect's fee, Design Consultants' fees, personnel expense of the Architect and Design Consultants, inclusive of all benefits and burdens, travel for the personnel of the Architect and Design Consultants to and from their respective offices and the District as well as travel within the **counties of Santa Clara, San Mateo, San Francisco, Monterey and Santa Cruz,** insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.

11.3. Reconciliation of Contract Price Computed by Percentage of Construction Costs. If the Contract Price for an Assigned Project is based on a percentage of Construction Costs, the District's disbursement of portions of the Contract Price for the Assigned Project for the Phases of Basic Services through and including the Bidding Phase shall be based upon the percentage of the Construction Budget set forth in the PAA for an Assigned Project and limited to the percentage of the Contract Price allocated for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services established in the PAA for an Assigned Project. As soon as is practical after completing the Bidding Phase of the Assigned Project, the District and the Architect shall review payments of the Assigned Project Contract Price theretofore made for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services based upon the Construction Budget for the Assigned Project. Based upon the 50% Estimate prepared by the Architect pursuant to Paragraph 4.4 above, payments of the Contract Price previously made by the District for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services of the Assigned Project will be reconciled with the amount due for these Phases of the Basic Services by applying the percentage of the Contract Price allocated to each of these Phases to the 50% Estimate. If upon such reconciliation, it is determined that the payments of the Contract Price theretofore made by the District exceed the cumulative amount due for the Pre-Design (Programming), Preliminary Plans, Working Drawings and Bidding Phases based upon the 50% Estimate and the cumulative

percentages of the Contract Price allocated to these Phases, the overpaid amount shall be credited against the Architect's billings for Construction Phase Basic Services or authorized Additional Services until the entire credit balance is exhausted. If upon such reconciliation, it is determined that payments of the Contract Price theretofore made by the District are less than the amount due based upon the 50% Estimate and the cumulative percentages of the Contract Price allocated to the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services, payment of the underpaid amount will be made by the District within thirty (30) days of the completion of such reconciliation. If the District has prepared, or caused to be prepared by others, an Estimate of Construction Costs based upon the fifty percent (50%) completed Working Drawings ("the District Estimate") which varies from the Architect's 50% Estimate by three percent (3%) or more, the Architect, the District and the District's estimator shall meet and confer as necessary to reconcile such differences and to establish the Reconciled Estimate for the Assigned Project. In such event, the reconciliation of the payments made by the District for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services for the Assigned Project shall be based upon the Reconciled Estimate. If the scope of the Architect's Basic Services for an Assigned Project does not include the 50% Estimate, the Contract Price for all Basic Services for such Assigned Project shall be based upon the Construction Budget set forth in the PAA for such Assigned Project. Whether or not the Architect's scope of Basic Services for an Assigned Project includes the 50% Estimate, no further adjustment of the Contract Price for any Assigned Project will be made based upon the Contract Price(s) of the Construction Contract(s) awarded by the District for the Assigned Project, except for: (i) adjustments in strict conformity with Article 11.4 below; (ii) District directed or authorized material changes in the scope of an Assigned Project after the Architect's completion of the 50% Estimate; or (iii) District directed or authorized material changes in the scope of an Assigned Project after issuance of the PAA for such an Assigned Project where the scope of the Architect's Basic Services for such an Assigned Project does not include providing a 50% Estimate and the District directed/authorized changes to the scope of the Assigned Project result in material changes the Construction Budget for the Assigned Project.

11.4. Construction Phase Changes; Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment during the Construction Phase thereof unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Architect or its Design Consultants to timely and completely perform the Basic Services for the Assigned Project. If services of the Architect or Design Consultants are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Architect or Design Consultants to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably necessary for personnel of the Architect and its Design Consultants to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change

during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Architect or the Design Consultants to timely and completely perform the Basic Services, services required of the Architect or the Design Consultants in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project, provided that the foregoing is in addition and not in lieu of the Architect's liability to the District for costs, fees, charges, expenses, liabilities or other claims arising out of the failure of the Architect or the Architect's Design Consultants to fully and timely complete Basic Services for an Assigned Project.

11.5. Reimbursable Expenses. The Contract Price for Architect's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the offices of the Architect and Design Consultants to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.

11.6. Additional Services. If the District authorizes or directs the Architect to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Architect shall be compensated for the personnel of the Architect and its Design Consultants providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").

11.7. District Payments.

11.7.1. Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.

11.7.2. Architect Billings to District. During the course of providing Basic Services for an Assigned Project, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

11.7.3. District Payments to Architect. Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Architect has fully cured

such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

12. Term; Time.

12.1. Term. The Term of this Agreement shall commence upon the District and the Architect each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Trustees. The Term shall expire sixty (60) months after the date of ratification of this Agreement by the District's Board of Trustees. Notwithstanding expiration of the Term, if at such time, there are remaining Basic Services or authorized Additional Services to be performed by the Architect in connection with an Assigned Project under a PAA issued prior to expiration of the Term of this Agreement, the Architect shall continue to diligently perform and complete all such remaining Basic Services or authorized Additional Services for the Assigned Project; notwithstanding expiration of the Term of this Agreement, the District will continue to make payment for the Basic Services and authorized Additional Services performed in connection with an Assigned Project after expiration of the Term of this Agreement in accordance with the terms of the PAA for such an Assigned Project.

12.2. Time. All of the Basic Services and authorized Additional Services set forth in the PAA for an Assigned Project shall be completed by the Architect in a prompt and diligent manner as is consistent with professional skill and care. If a schedule for completion of Basic Services in connection with an Assigned Project is agreed upon between the District and the Architect, the Architect's performance and completion of Basic Services shall be in accordance with such schedule. The Architect shall be liable to the District for all costs, losses, damages or other liabilities arising out of the failure of the Architect to complete Basic Services for an Assigned Project in accordance with an agreed upon schedule, provided that the Architect's liabilities hereunder shall not extend to costs, losses, damages or other liabilities caused by factors beyond the reasonable control of the Architect.

13. Termination; Suspension

13.1. Termination for Default. Either the District or Architect may terminate this Agreement or a PAA upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder or in connection with a PAA and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (i) Architect becomes bankrupt or insolvent, which shall include

without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (ii) if Architect disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services and authorized Additional Services for each Assigned Project as of the date of termination provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price due for such Assigned Projects and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of all pending Assigned Projects as of the date of termination. Architect shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Architect hereunder for Basic Services or authorized Additional Services.

13.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the construction of an Assigned Project or the Architect's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Architect's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of Assigned Project construction or Architect's services under a PAA.

13.3. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Architect terminate, in whole or in part, this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement or PAA, as applicable, shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.

13.4. Architect Suspension of Services. If the District fails to make payment of undisputed portions of the Contract Price for an Assigned Project when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment of the undisputed Contract Price for an Assigned Project is received by the Architect. In such event, Architect shall have no liability for any delays or additional costs for design, bidding or construction of the Assigned Project due to, or arising out of, such suspension.

13.5. Architect Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 13.1 or Paragraph 13.3 of this Agreement, the Architect shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Architect shall, within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Architect under this Agreement. The Architect shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District (including without limitation, electronic files) pursuant to the preceding sentence; provided, however, that the Architect may, at its sole cost and expense, make reproductions of the originals delivered to the District solely for the Architect's archival purposes.

14. Miscellaneous.

14.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.

14.2. Marginal Headings; Captions. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.

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

14.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Architect hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.

14.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

14.6. Authority. The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he his authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.

14.7. Notices. Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Brigit Espinosa

Executive Director, General Services

West Valley-Mission Community College District

14000 Fruitvale Avenue

Saratoga, CA 95070

If to Architect:

_____

_____

_____

_____

_____

14.8. Time. Time is of the essence in the performance and completion of obligations under this Agreement and each PAA issued hereunder.

14.9. Disputes.

14.9.1 Mandatory Mediation. All claims, disputes and other matters in controversy between the District and the Architect arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration Mediation Service ("JAMS") and the Comprehensive Arbitration Rules and Procedures of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to the Architect's commencement of arbitration proceedings pursuant to Paragraph 14.9.3 below. Neither this mediation provision nor the arbitration provision, below, however, shall constitute or be deemed a waiver by the District of any and all jurisdictional challenges to the claims including, without limitation, claims that the action is barred by the applicable statute of limitations, California Tort Claims Act, and/or any and all statutory conditions precedent.

14.9.2 Jurisdictional Challenges to Arbitration. The Superior Court of the State of California for the County of Santa Clara shall have sole and exclusive jurisdiction to hear and rule upon all claims, disputes and/or disagreements arising out of or pertaining to jurisdictional challenges to arbitration including (i) whether claimant has waived its right to arbitration (Code of Civil Procedure §1281.2(a)); (ii) whether grounds exist for revocation of the agreement (Code of Civil Procedure § 1281.2(b)); (iii) whether a party to the arbitration

agreement is also a party to pending court action or special proceeding with a third party arising out of the same transaction series of related transactions and there is a possibility of conflicting rulings on a common issue or fact or law (Code of Civil Procedure § 1281.2(c)); (iv) whether the claims is time-barred by the applicable statute of limitations; (v) whether the claim is time-barred by the California Tort Claims Act; and/or (vi) whether the Architect has failed to satisfy any and all statutory conditions precedent to arbitration.

14.9.3 Arbitration. Subject to and notwithstanding the limitations set forth in Paragraph 14.9 above, all claims, disputes, disagreements or other matters in controversy between District and the Architect arising out of or pertaining to this Agreement or a PAA or an Assigned Project which are not resolved by the mandatory mediation process set forth in Paragraph 14.9 above shall be resolved by binding arbitration conducted by a JAMS arbitrator with expertise in construction/architectural disputes and in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of JAMS closest to the District. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. Notwithstanding Rule 24 of JAMS Comprehensive Arbitration Rules and Procedures, the Arbitration Award shall be confirmed and reduced to a judgment only if the Arbitration Award is: (i) in accordance with applicable substantive legal principles; (ii) is supported by substantial evidence; and (iii) accompanied by a written statement of findings of fact and conclusions of law.

14.9.4 Compliance with Government Code §§900 et seq. Notwithstanding the mediation and arbitration provisions set forth herein, all claims demands, disputes, disagreements or other matters in controversy of the Architect against the District seeking money or damages in any sum shall, as a condition precedent to suit including, without limitation, a demand for arbitration, be subject to the Architect's timely and full compliance with all applicable provisions of the California Government Code §§900 et seq.

14.10. Confidentiality. Unless disclosure is required by applicable law or valid court order, the Architect and its Design Consultants shall maintain the confidentiality of all information provided by or through the District to the Architect or its Design Consultants and shall not disclose or otherwise disseminate any information conveyed by or through the District to the Architect or its Design Consultants relating to this Agreement or an Assigned Project.

14.11. Definitions.

14.11.1. Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of the Project. If an Assigned Project is constructed by a general contractor under contract to the District, references to the Construction Contract in this Agreement and the PAA shall be deemed references to such general contractor's contract with the District for the Assigned Project. If an Assigned Project is constructed by multiple trade contractors, each under contract to the District, references to the Construction Contract in this Agreement and the PAA for such an Assigned Project shall be such contracts individually or collectively as required by context in which such term if used.

14.11.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.

14.11.3. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for an Assigned Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect or a Design Consultant for an Assigned Project.

14.11.4. Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents for an Assigned Project. Design Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.

14.11.5. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.

14.11.6. Site. The physical area for construction and related activities of an Assigned Project.

14.11.7. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written

requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.

14.11.8. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Project.

14.11.9. Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project which are not incorporated into the scope of the Construction Contract for the Assigned Project. The Construction Budget established by the District for an Assigned Project may be modified by the District upon notice to the Architect.

14.11.10. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Architect of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of the Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Assigned Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.

14.11.11. Construction Manager. The Construction Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Architect's services and work product under this Agreement.

14.11.12. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.

14.11.13. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Architect which establishes the specific terms and conditions for the Architect's performance and provision of architectural and related services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Architect, the Architect shall have no right to provide architectural services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Architect.

14.12. Use and Ownership of Design Documents.

14.12.1. Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Architect for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2002 files (or similar computer-aided drafting of design formats), or other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Architect, and such design may not be re-used by the Architect or its employees or Design Consultants without the specific prior written consent of the District which may granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Architect.

14.12.2. Right to Use. The Architect grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Architect for the purposes of: (i) construction of all or part of an Assigned Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Architect, its Design Consultants or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Architect shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project.

14.12.3. District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's Design Consultants to agree in writing that the District is granted a non-exclusive

and perpetual license for the work of such Design Consultants performed pursuant to this Agreement.

14.12.4. Architect Right to Grant License. The Architect represents and warrants that the Architect has the legal right and authority to license for the District's use any and all copyrights, designs and other intellectual property rights embodied in the Project Documents prepared by or through the Architect under this Agreement.

14.13. Entire Agreement. This Agreement, the RFQ, RFQ Response and the form of PAA attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitute the entire agreement and understanding between the District and Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement or the RFQ and the RFQ Response, this Agreement or the RFQ, as applicable, shall control and govern. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Architect.

IN WITNESS WHEREOF, the District and Architect have executed this Agreement as of the date set forth above.

"District"

WEST VALLEY-MISSION

COMMUNITY COLLEGE DISTRICT

By: _____
Edralin Maduli

Title: Vice Chancellor

"Architect"

By: _____

Title: _____

"Attachment B"

ARCHITECTURAL SERVICES RFQ
QUALIFICATIONS STATEMENT

1. CONTACT INFORMATION

Firm Name: _____

Check One: ☐ Corporation ☐ Partnership ☐ LLC ☐ LLP ☐ Sole Proprietorship

Contact Person: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

2. ORGANIZATION AND STRUCTURE OF BUSINESS

2-1. For Firms That Are Corporations:

1. Date incorporated: _____
2. Under the laws of what state: _____
3. California Corporation No. (if a California Corp): _____

4. Other State Corporation No.: _____

5. Type of Corporation:

Check One: ☐ C Corp. ☐ S Corp. ☐ LLC ☐ Other: _____

6. Federal Employer Identification Number: _____

7. Provide all the following information for each person who is either:

(a) an executive officer or, Board member of the corporation, or

(b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership

2-2 For Firms That Are Partnerships:

1. Date of formation: _____

2. Under the laws of what state: _____

3. Federal Employer Identification Number: _____

3. Type of Partnership:

Check One: ☐ General ☐ Limited ☐ LLP ☐ Other: _____

4. Provide all the following information for each partner who owns 10 percent (10%) or more of the partnership equity.

Name	Position	Years with Co.	% Ownership

2-3 For Firms That Are Sole Proprietorships:

1. Date of commencement of business: _____

2. Name(s) of company owner(s): _____

3. Social security number(s) of company owner(s) or Federal Tax Id Number: _____

_____

3. QUALIFICATIONS QUESTIONS

3-1 Have you attached a copy of your 2015 CY or 2015/2016 FY reviewed or audited financial statement with all accompanying notes and supplemental information?

☐ Yes ☐ No No = Not Qualified

3-2 Have you attached Certificates of Insurance issued by or on behalf of insurers authorized to issue insurance policies under California law: (i) Workers Compensation Insurance; (ii) Professional Liability Insurance; and (iii) Commercial General Liability Insurance, with coverage amounts conforming to those set forth in the RFQ?

☐ Yes ☐ No No = Not Qualified

3-3 Has your firm or any predecessor to your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any ***false claim or material misrepresentation*** to any public agency or entity?

☐ Yes ☐ No No = Not Qualified

3-4 At any time during the last five (5) years, has your firm or any predecessor to your firm, or any of its owners, officers or partners ever been ***convicted of a crime*** involving any federal, state, or local law related to design or construction of a project or construction/project/building program services?

☐ Yes ☐ No No = Not Qualified

3-5 At any time during the last five (5) years, has your firm or any predecessor to your firm, or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No No = Not Qualified

3-6 Is your firm currently the debtor in a bankruptcy/insolvency case under federal or state law?

☐ Yes ☐ No No = Not Qualified

3-7 In the last five (5) years, has your firm or any predecessor to your firm, been denied an award of a contract relating to any public project or public works based on a finding by a public agency that your firm was not a responsible bidder?

☐ Yes ☐ No No = Not Qualified

3-8 Within the last five (5) years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No No = Not Qualified

3-9 Has a contract or assignment to which your firm was a party relating to design, planning or related services for a project been terminated for your firm's default?

☐ Yes ☐ No No = Not Qualified

4. GENERAL QUESTIONS

4-1 Within the past five (5) years, has your firm been subject to any judgment, settlement, or arbitration award(s) arising out of or related to architectural services?

_____ Yes ____ No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by your firm for each judgment, settlement or arbitration award; and (iii) if your firm was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with the case number relating to each such judgment.

4-2 Has a claim been asserted against your firm's professional liability (errors and omissions) insurance policy within the past five (5) years?

_____ Yes ____ No

If yes, on a separate attachment, describe each such claim including details of: (i) the party making the claim; (ii) a description of the claim; and (iii) the final disposition (or current status if the claim is not fully resolved) of the claim, including without limitation, a description of the manner in which the claim was resolved (i.e., by mutual agreement, mediation, judgment, etc) and the amounts paid to resolve the claim.

4-3 Has a contract or assignment relating to architectural, planning or related services to which your firm was a party been terminated for the convenience of the project owner?

☐ Yes ☐ No

If yes, on a separate attachment, describe each such termination, including: (i) the project owner contact information; (ii) the written termination notice; and (iii) whether after the termination was effectuated if the project owner contracted with a different firm to complete the architectural, planning or related services.

4-4. How many years has your organization been in business in California as an architectural services firm? _____ years

4-5 For each member of your firm's proposed Project Team who is licensed as an architect or registered as an engineer under California law, complete the following; attach additional copies of the following as necessary.

Personnel Name	California Licensing/Registration
	☐ Architect License No.: _____ Expiration Date: _____ ☐ Engineer Discipline(s): _____

Personnel Name	California Licensing/Registration
	License No(s): _____ Expiration Date: _____
	☐ Architect License No.: _____ Expiration Date: _____ ☐ Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____
	☐ Architect License No.: _____ Expiration Date: _____ ☐ Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____
	Architect License No.: _____ Expiration Date: _____ ☐ Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____

Personnel Name	California Licensing/Registration
	Architect License No.: _____ Expiration Date: _____ ☐ Engineer Discipline(s): _____ License No(s): _____ Expiration Date: _____

4-6 Have any of your firm's personnel identified in response to Question 4.5 as a California licensed architect, within the past five (5) years submitted a report to the California Architects Board pursuant to Business & Professions Code §5588 notifying the California Architects Board of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against such a licensed architect of your firm in an action alleging fraud, deceit, negligence, incompetence or recklessness where the amount of the judgment, settlement, or arbitration award exceeded $5,000?

___ Yes ___ No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by or on behalf of such licensed architect for each judgment, settlement or arbitration award; and (iii) if the licensed architect was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with the case number relating to each such judgment and the date of the entry of judgment.

4-7 Have any of your firm's personnel identified in response to Question 4.5 as a California registered engineer, within the past five (5) years submitted a report to the California Engineer Board pursuant to Business & Professions Code §6770.2 notifying the California Engineer Board of any civil action judgment, settlement or arbitration award at or exceeding Fifty Thousand Dollars ($50,000)?

___ Yes ___ No

If yes, on a separate attachment, describe each such report including details of: (i) the parties to each judgment, settlement or arbitration; (ii) the amount paid by or on behalf of such registered engineer for each judgment, settlement or arbitration award; and (iii) if the registered engineer was subject one or more judgments, for each judgment identify the Court in which such judgments were entered, along with the case number relating to each such judgment and the date of the entry of judgment.

4-8 Was your firm or any predecessor to your firm, in bankruptcy any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 3-6, above).

☐ Yes ☐ No

5. ARCHITECTURAL SERVICES EXPERIENCE

On a separate attachment, identify each California K-12 school district or California community college district project for which your firm provide architectural services with the past five (5) years. For each Project identified, specifically provide information of: (i) the K-12 school district or community college district owner of the Project; (ii) identify the Owner's Representative, along with her/his telephone/fax numbers and email address; (iii) the original construction budget and the final construction cost for each project; (iv) the original duration allocated for construction of each project and the actual duration for completion of project construction; and (v) a detailed description of the services provided by or through your firm.

6. CERTIFICATION

I, the undersigned, certify and declare that I have read all the foregoing answers to this Qualifications Statement. I am duly authorized and have the legal authority to bind the Respondent on whose behalf I am signing. The responses to this Qualifications Statement are: (i) true of my own knowledge and belief; (ii) complete and accurate; and (iii) do no omit any material facts which would render a response to be false or misleading.

Executed at _____. I declare under penalty of perjury under the laws of the State

(city and state) of California, that the foregoing is true and correct.

_____

(Firm Name)

Dated: _____

_____

(Signature)

_____

(Print Name)

_____

(Title)