



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

Request for Proposal

Architectural Design Services

For:

Cuyamaca College

Instructional Building F (1)

Instructional Building F (2)

RFP Due Date:

August 28, 2020, 2:00 PM

Attention: Maggie McHenry

Project Manager

Gafcon Office - Building 88

Grossmont-Cuyamaca Community College District

8800 Grossmont College Dr.

El Cajon, CA 92020



NOTICE TO RESPONDENTS

NOTICE IS HEREBY GIVEN that Grossmont-Cuyamaca Community College District, acting by and through its Governing Board, hereinafter referred to as the District and GCCCD, will receive up to, but not later than **2:00 p.m. on August 28, 2020**, sealed proposals for the award of the following contract:

GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT

Request for Proposal

Architectural Design Services

For:

Cuyamaca College

Instructional Building F (1)

Instructional Building F (2)

Such proposals shall be received at the location specified below:

Attention: Maggie McHenry

Campus Project Manager

Gafcon Office - Building 88

Grossmont-Cuyamaca Community College District

8800 Grossmont College Drive

El Cajon, CA 92020

Each proposal must conform and be responsive to this Notice and all other documents comprising the pertinent Request for Proposal Documents. Copies of the Request for Proposal Documents are now available at:

American Reprographics Company Downtown San Diego

Location located at:

555 W. Beech Street, Suite 111, San Diego, CA 92101

Phone 619-232-8440

www.e-arc.com/ca/sandiego

The District reserves the right to reject any or all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposals or in the process. No proposal may be withdrawn for a period of sixty (60) days after the due date.

Grossmont-Cuyamaca Community College District does not discriminate with regard to race, religious creed, marital status, age, color, sex, national origin, mental or physical disability in the award of contracts. District encourages responses from minority, small businesses, disadvantaged businesses, disabled veteran, and women owned consultants and suppliers.

Advertising dates:

July 27, 2020

August 3, 2020

The Daily Transcript



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1 RFP SCHEDULE

RFP First Advertisement and Issuance	July 27, 2020
RFP Second Advertisement	August 3, 2020
Pre-Proposal Meeting Conference Call	August 12, 2020, 2:00pm
RFI's Due (Requests for Information)	August 17, 2020
RFI Responses by District	August 24, 2020
Submission Deadline	August 28, 2020
Architect Selection	October 2, 2020

At this time no site walks are anticipated for the RFP process.

Following is a conference call link for a pre-proposal meeting to be held on August 12, 2020 at 2:00 p.m. Participation is not mandated.

[Join Microsoft Teams Meeting](#)

[+1 619-483-3254](#) United States, San Diego (Toll)

Conference ID: 748 648 85#

2 DISTRICT OVERVIEW

The Grossmont-Cuyamaca Community College District (GCCCCD) has two campuses, Grossmont College and Cuyamaca College. In November 2012, a \$398 million bond measure was passed by the voters of east San Diego County (Proposition V). The overall program calls for construction of new facilities and the renovation of existing facilities on both campuses. The program is expected to last approximately ten years and is dependent upon the pace at which bond dollars can be accessed. State funding has been made available to augment Proposition V and increase the overall bond program for this project.



3 PROJECT DESCRIPTION

The scope of this RFP is for the following project.

Cuyamaca College

- Instructional Building F (1)
- Instructional Building F (2)

The 1978 constructed Building F complex is a series of row buildings tied together through a common corridor system and includes three smaller adjacent stand-alone buildings. The complex houses general education and technical education academic programs. The Building F complex was modern when constructed but now 40 years later cannot support the technological advancements and other facility requirements in demand by students and faculty.

The Master Plan is for the entire Building F complex to be demolished and replaced. Two new 2-story instructional buildings are planned to be built in its place. Construction of these buildings is planned to run concurrently but require designation as individual projects based on divergent funding sources. Complete separate drawing and specification packages will be required for each building.

Instructional Building F (1) will be funded 50% by the State and 50% by local Proposition V funding. This funding covers complete demolition of the existing Building F complex and the construction of one new instructional building.

Construction of the new Instructional Building F (2) will be funded fully by local Proposition V funds and or other sources.

1. INSTRUCTIONAL BUILDING F (1)

This project demolishes the following seven (7) Building F complex buildings:

- F 100
- F 200
- F 300-400
- F 400-500
- F 500-600
- F 600-700
- F 800



The existing Building F complex totals 52,173 gsf / 39,788 asf. The new construction of Building F (1) downsizes the facilities to an Instructional building 31,518 gsf / 20,837 asf comprised of assignable program as defined in the Final Project Program:

Lecture	8,912
Lab	7,270
Office	2,625
Library	800
AV/TV, Study, Distance Learning Classroom	990
Other Program	240

2. INSTRUCTIONAL BUILDING F (2)

The construction of new Building F (2) will create the same 31,518 gsf / 20,837 asf comprised of equivalent assignable program as Building F (1) as defined in the Final Project Program.

This project is defined in the following District documents:

- 2013 Facilities Master Plan and 2019 Facilities Master Plan Update can be accessed at:
<http://Grossmont-Cuyamaca Community College District Facilities Master Plans>
- Final Project Proposal prepared by Gensler is attached as:
Appendix H – Final Project Proposal 2020-2021, Community College Construction Act of 1980, Capital Outlay Budget Change Proposal
- Final Project Proposal Board Presentation prepared by Gensler is attached as:
Appendix I – 2018 Final Project Proposals, July 17, 2018

4 KEY QUALIFICATIONS

- Proposing Firm must have five (5) year minimum experience with design and construction of K-14 Education projects.
- Proposing Firm must have demonstrated experience in project review and approval process with the Department of State Architect (DSA).
- Proposing Firm must have demonstrated experience in funding, review and approval process with State of California, California Community College's Chancellor's Office (CCCCO).
- Proposing Firm must have experience with design and construction of K-14 Education projects similar in size and cost to the RFP project.

If Firm does not meet any of these Key Qualifications their proposal will not be considered.



5 PROJECT SCOPE

The purpose of this RFP is to solicit statements of qualifications and proposals from qualified Architectural Firms (Firm) interested in providing GCCCD with Design Services for Instructional F Building (1) and Instructional Building F (2) at Cuyamaca College contained in the District's Facilities Master Plan and Master Plan Update.

1. SERVICES

The services sought by this RFP are all services defined in ***Appendix J - Agreement for Architectural Services***.

- a. Encompassing customary services normally provided under the umbrella of architectural services for the following:
 - Basis Services
 - Cost Estimating
 - Initial Planning Phase
 - Preliminary Plans Phase
 - Schematic Design Phase
 - Design Development Phase
 - Final Working Drawings and Specifications
 - Construction Contract Documents
 - Bid Phase
 - Construction Phase
 - Record Drawings
 - Warranty Period
 - Agency Submittals and Approvals:
 - I. Department of State Architect
 - II. State of California, California Community College's Chancellor's Office
 - III. It is expected that some design and construction work undertaken by the District will include requirements by the County of San Diego, other local and State and Federal agencies, and for participation of Disabled Veterans Business Enterprises (DVBE). Selected Firm will be responsible for submittals to and approval from any of these additional agencies as required.
- b. Architectural services for Swing Space requirements will be scoped and negotiated following award and commencement of design.



The Firm shall calculate and submit their Total Fee Compensation for all architectural services using the fee structure and schedule on **Appendix J - Agreement for Architectural Services, Exhibit B Fee and Phasing/Funding Schedule**. Firm to submit separate Total Fee Compensation figures for Instructional Building F (1) and Instructional Building F (2).

The Firm shall provide a list of potential required and/ or optional costs that might need to be involved to complete the project. Firm to submit separate lists for Instructional Building F (1) and Instructional Building F (2).

The Firm shall submit their Hourly Compensation Rates for all Architectural Services and Subconsultant Services as presented in **Appendix J - Agreement for Architectural Services, Exhibit C Rates, Fee Structure and Reimbursable Services**. Firm to submit separate Hourly Compensation Rate sheets for Instructional Building F (1) and Instructional Building F (2).

The Firm represents that it has carefully reviewed the terms and conditions of the **Appendix J - Agreement for Architectural Services** and that the terms and conditions there of are satisfactory to the Firm and represents in the opinion of the Firm a fair and reasonable allocation and sharing of risks and responsibilities as between the District and the Firm.

The Firm represents It will sign the **Appendix J – Agreement for Architectural Services** without any issue.

2. DESIGN

The Grossmont-Cuyamaca Community College District has established a Design Guideline and Standards Manual pertaining to both Grossmont College and Cuyamaca College. Selected Firm will be required to review the Design Guideline Manual for the colleges and incorporate the established guidelines into the design of their specific project and in accordance with **Appendix J – Agreement for Architectural**

The District's Design Guidelines and Standards may be found at:

<http://Grossmont-Cuyamaca Community College District Guidelines + Standards 2015.05.29>

3. CONSTRUCTION BUDGET & FUNDING

a. Instructional Building F (1)

State funding =	\$10,795,000
Local funding =	\$9,053,000
Total funding =	\$19,848,000

Funding will be 50% state funds and 50% local funds

b. Instructional Building F (2)

Local funding =	\$19,848,000
Total funding =	\$19,848,000

Funding will be 100% local funds



4. DESIGN AND CONSTRUCTION SCHEDULE

a. Design Schedule

The duration for design is a 10-month period as follows:

- Beginning of October 2020 thru end of July 2021
- DSA submission is the first week in August 2021

During the design duration scope for all the following will be completed as defined **Appendix J – Agreement for Architectural Services**

- Initial Planning Phase
- Preliminary Plans Phase
- Schematic Design Phase
- Design Development Phase
- Final Working Drawings and Specifications.
- District and Agency Reviews
- Cost Estimates

b. Construction Schedule

- DSA approval anticipated early April 2022
- Bidding and Award complete early August 2022
- Notice to Proceed and Swing Space Logistics August 2022
- Construction early Sept 2022 thru late December 2023
- Closeout early Jan 2024 thru end March 2024

6 SELECTION QUALIFICATIONS

Firm to respond to **Section 6 Selection Qualifications items 1. thru 7.**, and complete **Appendix A thru F** and **Appendix J, Exhibit B and Exhibit C** for the RFP response.

1. COVER LETTER

The cover letter must contain a statement that the Firm acknowledges all documents submitted pursuant to this request for qualifications process and project proposal will become a matter of public record.

The Firm shall certify that all basic services will be provided by a Licensed California Architect.

The letter must also contain the following:

- a. The Firm's legal name, address, e-mail, telephone, and facsimile number. Indicate home office and local offices and identify specific location where work will be prepared.
- b. Number of years the firm has been in business.
- c. A statement that the submission is a firm and irrevocable offer, good for 60 days.



- d. A statement expressing the Firm's willingness to perform the services as described in this RFP.
- e. A statement expressing the Firm's availability of staff and other required resources to perform all services and provide all deliverables within the specified time frames as described in the RFP.
- f. The name, title or position, and telephone number of the individual signing the cover letter.
- g. A statement indicating the signature is authorized to bind the Firm contractually.
- h. The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.

An unsigned cover letter may be cause for the submission to be rejected.

2. PROJECT APPROACH

- a. Describe your firm's capabilities for budgeting, scheduling, cost estimating and document control during the design, construction, and post construction phases. What special qualifications would your firm bring to the table? What technology and software systems does your firm use?
- b. Describe how understanding and complying with The Grossmont-Cuyamaca Community College District's Design Guideline and Standards will be achieved.
- c. Describe how your firm would keep the District informed as to progress of work during both design and construction phases, including necessary changes during construction. Describe other planned means of effective communication between the Firm and the District.
- d. Provide description of Firm's techniques to work successfully with project planning committees consisting of District staff, faculty, students, community members, program managers, and construction managers.
- e. Describe the techniques your firm uses to manage consultant design teams and insure accurate drawing coordination and constructability.
- f. Describe how the Firm's design and pre-construction services lead to reduction in construction costs and change orders.
- g. Explain design strategies your firm could employ to reduce District short-term and long-term maintenance costs.
- h. Provide information explaining the Firm's experience with Design-Bid-Build delivery method.
- i. Provide information relative to the Firm's experience with the California Community College Chancellor's Office (CCCCO) which included State funding. Identify relevant project(s) and provide the name of the participating CCCCCO specialist.
- j. Provide information relative to the Firm's experience with the Division of the State Architect (DSA) and working with State Inspectors of Record/ Project Inspectors, State Fire Marshal, and local authorities. Describe methods used to implement the Uniform Building Code (UBC), Title 24 of the California Code of Regulations, LEED criteria and BIM coordination.



3. PROJECT EXPERIENCE

Provide descriptions of recent projects your Firm has completed which are similar to this RFP project, specifically in size and cost. Provide at a minimum three (3) recent projects, with all projects being within the last ten (10) years.

The format of this section is at the discretion of the respondent, however at a minimum response must contain items below:

- Name, location, and owner of project
- Project delivery method
- Services duration
- Description of services provided
- Names of key staff for Firm and consultants including position title
- Agency responsibilities and interactions
- Special challenges that were encountered and how they were overcome
- Construction budget compared to final construction cost. Describe any differences between them and how the differences developed.
- Contact information for owner's representatives who were involved with the project
- Project value and fee

Describe Firm's experience in education technology systems including data, public address systems, audio/visual systems, and industry trends.

Provide details of experience employing energy savings strategies and value engineering design adjustments demonstrating how the Firm's designs reduce construction costs.

Describe Firm's experience in assisting District and District's funding consultants in preparation of State funding applications; including site development cost work sheets, and/or other cost estimates as required by the State.

4. PERSONNEL EXPERIENCE

Identify key personnel who would be assigned specific responsibility for working with the District and Project Team. Provide a summary of the reasons why these key personnel are qualified to work with GCCCD. Include their resumes and detailed descriptions of the work experience of each key person listed as related to Colleges/Universities, Schools, and/or Public Agencies in California.

Indicate working location for all key personnel.

Explain the Firm's current and upcoming commitments. Verify the Firm's ability to commit sufficient staff to provide the services described based on the project schedule provided in this RFP.

Identify the categories of work your organization typically performs with your own forces:



5. SUBCONSULTANT EXPERIENCE

Identify proposed subconsultant firms, their discipline, description of planned scope and their key personnel who would be assigned specific responsibility for working with the Project Team. Describe their qualifications and the reasons these subconsultants are deemed qualified to work with GCCCD. Provide a summary of previous experience with these firms. Provide descriptive information you believe may be relevant, such as resumes and work experience related to Colleges/Universities, Schools, and/or Public Agencies in California.

6. INSURANCE REQUIREMENTS

The Firm shall complete and submit the **Appendix B – Insurance Affidavit** and **Appendix C – Architect’s Certificate Regarding Workers’ Compensation**.

7. FIRM CORPORATE INFORMATION

- a. The District expressly reserves the right to reject the qualifications and proposal of any Firm who, upon investigation has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is “non-responsible” and poses a substantial risk of being unable to complete the work in a cost effective, professional, and timely manner.
- b. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies, Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Firm has previously performed work, reference checks and examination of all public records.
- c. The Firm shall provide the following corporate information:
 - Legal form of the company (individual, corporation, partnership, joint venture, etc.)
 - If the company is a subsidiary of a “parent company” identify the “parent company”
 - If the company is a “joint venture” identify all firms in association
 - Names and titles of all corporate officers of the Firm and if applicable for parent company and joint venture partners
 - The Firm’s California Architect License Number and License expiration date
 - The Firm’s Federal Employer Identification Number and Corporate Identification Number, if applicable
 - Department of Industrial Relations Contractor Registration Number if applicable
 - Number of years Firm has conducted business under its present name
- d. The Firm shall provide explanation if any of the following events are in process or have occurred:
 - Claim or demand filed against Firm’s California Architectural License Bond



- Complaint filed against Firm's California Architecture License
- Lawsuits or other administrative, legal, arbitration or other proceedings, ever brought or commenced by or against the Firm or any of its principals, officers, or equity owners in connection with any architectural contract or construction project
- Judgments, orders, decrees, or arbitration awards pending, outstanding against the Firm or any of the officers, directors, employees, or principals of the Firm
- Failure to complete an architectural contract
- Declaration of default of an architectural contract

If any of these events have occurred, provide the occurrence dates and describe the nature and circumstances giving rise to each event. Provide disposition of the event, resolutions and any actions imposed or pending.

7 SUBMISSION INSTRUCTIONS

1. QUESTIONS AND CLARIFICATIONS

RFP is issued by the Grossmont-Cuyamaca Community College District. A copy of this RFP may be obtained from:

American Reprographics Company Downtown San Diego

Location located at:

555 W. Beech Street, Suite 111 San Diego, CA 92101

Phone 619-232-8440

www.e-arc.com/ca/sandiego

All questions, interpretation, or clarifications, either administrative or technical must be requested in writing, with the RFP title in the subject line, via email and directed to:

Maggie McHenry

Project Manager

Grossmont-Cuyamaca Community College District

mmchenry@gafcon.com

2. SUBMISSION OF RFP RESPONSE

All notices, clarifications, and addenda to this RFP shall be posted at **American Reprographics Company** by August 24, 2020. District is not responsible for sending individual notification of changes or updates.

It is the sole responsibility of the proposing Firms to remain apprised of changes to this RFP as made available at American Reprographics Company.



The RFP shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Firm and submitted in a sealed envelope bearing the name of the Firm.

Date, Time, and Place of Submission:

The RFP must be received no later than

2:00 PM on **Friday, August 28, 2020**, at the office of:

Maggie McHenry

Project Manager

Gafcon Office - Building 88

Grossmont-Cuyamaca Community College District

8800 Grossmont College Dr.

El Cajon, CA 92020

Submission of the RFP by facsimile or e-mail is NOT acceptable. The Respondent is entirely responsible for the means of delivering the RFP to the aforementioned office on time. Delays due to internal routing of misdirected RFP or due to verbal directions given by District staff shall be the responsibility of the Respondent. The RFP must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery.

Note: GCCCD will not accept postmarks or fax responses. RFQ responses must be received at the above address by the deadline indicated. ***Late Submissions will not be accepted.***

The District reserves the right to perform short list interviews prior to award.

Submission Format:

Each submission shall be prepared simply providing straightforward, concise description of the Firm's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of contents. No submission shall exceed fifteen (15) double sided pages or thirty (30) single sided pages, (the District prefers double sided) in length including all resumes, exhibits, charts, photos, and graphics, but excluding tabs and covers. The ***Appendix A thru F*** and ***Appendix J, Exhibit B and Exhibit C*** are not counted as part of the page limitation. Font size to be minimum 10 point.

Submissions composed of more than 15 double sided or 30 single sided pages as identified in the above Submission Format section may be deemed non-responsive and rejected.

Number of copies:

One (1) copy and One (1) thumb drive of the Request for Proposal response shall be submitted to the contact person identified above.

3. DISTRICT CONTACT

The District requests that no Respondent contact them in conjunction with this RFP solicitation at any time. Any contact with a District staff member regarding this RFP may be grounds for rejection of the RFP response.



8 INSTRUCTIONS AND GENERAL CONDITIONS

Right to Reject

This Request for Proposal does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all submissions and/or to cancel the Request for Proposal. The prequalification selection shall be made based upon the submission(s) that serve(s) the best interest of the District. Selection will be based on Firm's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

Modifications to Submissions

The submission may be modified after it is submitted by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of submissions. Modification will not be considered if offered in any other manner.

Proprietary Information

In the event any Firm shall include in the submission any information deemed "proprietary" or "protected", such information shall be separately packaged from the balance of the submission and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the submissions received unless the information is expressly restricted by the Firm.

Ordinances, Laws and Regulations

The Firm shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Firm shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Firm's operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes, and requirements.

Withdrawal of Submissions

Any Firm may withdraw their submission by written request via e-mail to mmchenry@gafcon.com at any time prior to the deadline set for receipt of submissions. The subject line of the e-mail should include and read: "your company name/withdrawal of RFP for Architectural Services." No submission may be withdrawn or modified after that deadline. Withdrawn submissions may be resubmitted up to the time designated for the receipt of submissions provided that they are then fully in conformance with the general terms and conditions of the RFP.

Irrevocable Offer

Submissions shall be considered irrevocable offers for a period of sixty (60) days from the date of receipt and may not be withdrawn during this period without consent of the District.



Cost of Preparing Submissions

Any and all costs associated with the preparation of responses to this RFP, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Firm and shall not be reimbursable in any manner by the District.

Non-Collusion Declaration

Declarations are required to be completed by the Firm declaring that the submission is in all respects fair and without collusion or fraud. **Appendix A – Non-Collusion Declaration** to be completed, notarized, and returned with the submission.

Acknowledgement of Insurance Requirements

The Insurance Requirement Affidavit **Appendix B – Insurance Affidavit** must be completed, notarized, and returned with the submission. **Appendix C – Architect's Certificate Regarding Workers' Compensation** must be completed, including corporate seal, and returned with the submission.

Equal Opportunity Affirmative Action Statement

Firm must accept, sign, corporate seal, and return with the submission **Appendix D – Grossmont-Cuyamaca Community College District Equal Opportunity Affirmative Action Statement**.

GCCCD Modifications

Any interpretation, correction, or change to this RFP will be made by written Addendum. Interpretations, corrections, or changes of this RFP made in any other manner will not be binding, and Firms shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by GCCCD. Since failure to acknowledge any Addendum(s) may be cause for rejection, Firms must return the **Exhibit E – Addenda Acknowledgement** with completed acknowledgment(s) per Addendum prior to or with the submission.

Prohibited Interest

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Firm shall receive no compensation hereunder. Should participant aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole. Any loss or damage sustained by the District in procuring the services on the open market which the Firm agreed to perform, shall be borne and paid for by the Firm.

Firm Conduct

During the RFP window (from release of this RFP to final award), Firm is not permitted to contact any GCCCD employees or members of the Governing Board unless at the request of GCCCD's designated contact person (Director Purchasing & Contracts) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.



9 **APPENDICES**

Appendix A: Non-Collusion Declaration (*must be notarized*)

Appendix B: Insurance Affidavit (*must be notarized*)

Appendix C: Certificate Regarding Workers' Compensation (*requires corporate seal*)

Appendix D: Equal Opportunity Affirmative Action Statement (*requires corporate seal*)

Appendix E: Addenda Acknowledgement

Appendix F: RFP Submission Checklist

Appendix G: Evaluation Sheet

Appendix H: Final Project Proposal 2020-2021, Community College Construction Act of 1980,
Capital Outlay Budget Change Proposal

Appendix I: Final Project Proposal Board Presentation

Appendix J: Agreement for Architectural Service

- Exhibit "A" Architect's Scope of Services
- Exhibit "B" Fee and Phasing/Funding Schedules
- Exhibit "C" Rates, Fee Structure and Reimbursable Expenses, Per Proposal
- Exhibit "D" Insurance
- Exhibit "E" BIM Standards



APPENDIX A

NON-COLLUSION DECLARATION

(To be executed by Firm and submitted with RFP Submission)

State of California

County of _____

I, _____ being first duly sworn, deposes and says that he is
_____ of

the party making the attached submission; that the submission is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the submission is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham submission, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham submission, or that anyone shall refrain from submitting a submission; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the submission price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the submission price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the submission are true; and, further, that the proposer has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, submission depository, or to any member or agent thereof to effectuate a collusive or sham submission.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 2020 at _____ California

Signature of Firm _____

Print Name and Title _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2020

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature, Notary Public (seal)

My Commission Expires: _____



APPENDIX B

INSURANCE AFFIDAVIT

(To be executed by Firm and submitted with RFP Submission)

State of _____

County of _____

The undersigned, being first duly sworn, deposes that he/she

is _____ of _____

Herein called the Firm; that the Firm has submitted qualifications to provide Architectural Services for the Grossmont-Cuyamaca Community College District, herein called the District.

With a combined single limit per occurrence of not less than: \$1,000,000

OR

Commercial General Liability Insurance

(including automobile insurance) which provides limits of not less than:

a) Per Occurrence (combined single limit) \$1,000,000

The Firm agrees that he/she is familiar with the circumstances affecting the preparation and making of such submission and is properly qualified to make this affidavit, and he/she certified the following.

Firm shall procure and maintain and shall require all subconsultants, if any whether primary or secondary, to procure and maintain either:

Commercial General Liability Insurance

(including automobile insurance) which provides limits of not less than:

b) Project Specific Aggregate (for this Project only) \$2,000,000

c) Products / Completed Operations \$1,000,000

d) Personal & Advertising Injury Limit \$1,000,000

AND

Automobile Liability Insurance

In the amount of not less than:

per occurrence for bodily injury and property damage \$1,000,000



INSURANCE AFFIDAVIT (continued)

Professional Liability (Errors and Omissions):

At all times during the performance of the work under this Agreement the Firm shall maintain professional liability insurance, in a form and with insurance companies acceptable to District in an amount indicated herein.

Professional Liability (errors and omissions)

\$1,000,000

Insurance Covering Special Hazards:

Following special hazards shall be covered by riders or riders to above-mentioned commercial liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as stated above.

Material hoist where used in amounts as stated above.

Subscribed and sworn to before me:

This _____ day of, _____,
2020

Firm _____

Sign _____

Notary Public

Type or print name of affiant:

My commission expires

Title:

(seal)



APPENDIX C

WORKERS' COMPENSATION CERTIFICATE

ARCHITECT'S CERTIFICATE REGARDING WORKERS' COMPENSATION

(To be executed by Firm and submitted with RFP Submission)

Labor Code section 3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations.
- (c) By Ability to self-insure and to pay any compensation that may become due to Firm's employees .

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

Firm: _____

By: _____
Signature

(Corporate Seal)

Title: _____

(In accordance with Article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

APPENDIX D

EQUAL OPPORTUNITY STATEMENT

**GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT EQUAL OPPORTUNITY
AFFIRMATIVE ACTION STATEMENT**

(To be executed by Firm and submitted with RFP Submission)

Every person, firm, company, or corporation with whom the Grossmont-Cuyamaca Community College District does business in the amount of \$10,000 or cumulative contracts totaling \$10,000 is required to sign the following statement:

It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subconsultants employed on the work by him.

Firm: _____

By: _____
Signature

(Corporate Seal)

Title: _____



ADDENDA ACKNOWLEDGEMENT

Addenda: Changes or corrections to the submission document will be issued via a numbered addendum. Firm must acknowledge receipt of all addendums. Not acknowledging all addendums may be reason for rejection of the submission. Record below the number(s) and date(s) of addenda received, if applicable.

[illegible]



APPENDIX F

RFP SUBMISSION CHECKLIST

(Initial each line item to confirm submission of response and return with RFP Submission)

Item	Included in RFQ Response (initial each box)
1. Cover Letter	
2. Project Approach	
3. Project Experience	
4. Personnel Experience	
5. Subconsultant Experience	
6. Insurance (Appendix B and Appendix C)	
7. Firm Corporate Information	
9. Appendices:	
Appendix A: Non-collusion Declaration (<i>must be notarized</i>)	
Appendix B: Insurance Affidavit (<i>must be notarized</i>)	
Appendix C: Certificate Regarding Worker's Compensation (<i>requires corporate seal</i>)	
Appendix D: Equal Opportunity Affirmative Action Statement (<i>requires corporate seal</i>)	
Appendix E: Addenda Acknowledgement	
Appendix F: RFP Submission Check List	
Appendix I: Agreement for Architectural Services	
Exhibit "B" Fee and Phasing/Funding Schedules	
Listing of Potential Additionally Required and/or Optional Fees	
Exhibit "C" Rates, Fee Structure and Reimbursable Expenses, Per Proposal	



APPENDIX G
EVALUATION SHEET
(For Reference)

CRITERIA FROM RFP	
Key Qualifications	Yes/No
Five (5) years K-14 project experience	
Demonstrated DSA experience	
Demonstrated California Community College's Chancellor's Office experience	
Project history of similar K-14 projects	
<i>If Firm does not meet any of these Key Qualifications their proposal will not be considered</i>	
Selection Qualifications	Score
Conformance to specified RFP format and submission of all requested information.	5
Satisfactory business history, location and staffing level.	5
Satisfactory project control systems, in-house technical skills, communication strategies, coordination and interface skills, successful budget and cost management, and ability to ensure District standards and guidelines are met.	20
Satisfactory project experience with similar K-14 education projects with comparable roles and responsibilities demonstrating the ability to provide all AE requirements for the project.	25
Satisfactory selection and presentation of proposed key personnel providing detailed information highlighting their relevant and successful work experience.	15
Satisfactory selection and presentation of proposed consultant team explaining their discipline qualifications, past project experience and planned key personnel.	15
Satisfactory ability to meet insurance and bonding requirements.	5
Satisfactory business structure, licensing, and outcome for reported complaints, claims and/or legal actions by or against the Firm.	5
Satisfactory calculation of total fees, potential fees, and listing of compensation rates	5
Evaluation Determination	100



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

APPENDIX H

FINAL PROJECT PROPOSAL 2020-2021

COMMUNITY COLLEGE CONSTRUCTION ACT OF 1980

CAPITAL OUTLAY BUDGET CHANGE PROPOSAL

Final Project Proposal

2020-2021

Community College Construction Act of 1980
Capital Outlay Budget Change Proposal

Instructional Building Phase 1

Proposal Name

Grossmont-Cuyamaca Community College District

Community College District

Cuyamaca College

College or Center

August 1, 2018

Date

A _____ P x W x C x E x

2.1 Final Project Proposal Checklist

District:	Grossmont-Cuyamaca Community College District	
College:	Cuyamaca College	
Project:	Instructional Building Phase 1	
Prepared by:	Gensler	Date: August 1, 2018

Section	Description	Status	Date
1.1	Title Page	Complete	3/7/2018
2.1	Final Project Proposal Checklist	Complete	6/8/2018
3.1	Approval Page - Final Project Proposal (with original signatures)	Complete	3/7/2018
3.2	Project Terms and Conditions	Complete	3/7/2018
4.1	Analysis of Building Space Use and WSCH - JCAF 31	Complete	5/23/2018
5.1	Cost Estimate Summary - JCAF 32	Complete	5/29/2018
5.2	Quantities and Unit Costs supporting the JCAF 32 <i>(Insert the optional cost analyses into this section.)</i>	Complete	5/29/2018
6.1	California Energy Commission Approved Audit	Complete	5/29/2018
7.1	Responses to Specific Requirements -- State Administrative Manual <i>(Also provide this section electronically in Word 6. Version)</i>	Complete Complete	6/8/2018 6/8/2018
8.1	California Environmental Quality Act: Environmental Impact Report or Exemption Notice	Complete	5/29/2018
9.1	Analysis of Future Costs	Complete	5/29/2018
10.1	Campus Plot Plan	Complete	6/8/2018
10.2	Diagrams of Building Areas <i>(include floor plans with building areas affected.)</i> <i>(Insert half-sized scaled conceptual drawings into the FPP.)</i>	Complete	6/8/2018
10.3	Site Plans	Complete	6/8/2018
10.4	Floor Plans	Complete	6/8/2018
10.5	Exterior Elevations	Complete	6/8/2018
11.1	Guideline-Based Group II Equipment Cost Estimates - JCAF 33	Complete	5/23/2018
12.1	Justification of Additional Costs exceeding Guidelines <i>(as needed)</i>	Complete	5/29/2018
13.1	Detailed Equipment List	Complete	5/29/2018

3.1 Approval Page

Final Project Proposal

Budget Year: 2020-2021

District: Grossmont-Cuyamaca Community College District

Project Location: Cuyamaca College
(College, campus, or center)

Project Name: Instructional Building Phase 1

The district proposes funds for inclusion in the State capital outlay budget (check items):

site acquisition ☐ preliminary plans ☒ working drawings ☒ construction ☒ equipment ☒

District Certification

Contact Person: Ken Emmons **Telephone:** 619 644-7797
(Facilities, Planning and Development)

E-Mail Address: ken.emmons@gcccd.edu **Fax:** 619 644-7911

Approved for submission: _____ **Date:** _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

(President of the Board of Trustees Signature and Date)

(Secretary of the Board of Trustees Signature and Date)

Attach a copy of the Board Resolution that substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Submit proposal to:
Facilities Planning and Utilization
Chancellor's Office
California Community Colleges
1102 Q Street, 6th Floor
Sacramento, CA 95814-6511

Chancellor's Office Certification

Reviewed by: _____

Date Completed: _____

3.2 PROJECT TERMS AND CONDITIONS

District: Grossmont-Cuyamaca Community College District **College:** Cuyamaca College

Project: Instructional Building Phase 1 **Budget Year:** 2020-2021

- 1 The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.
- 2 The applicant hereby assures the Board of Governors of the California Community Colleges that:
 - a. Pursuant to the provisions of Section 57001.5 of Title 5 no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5.
 - b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.
 - c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.
 - d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services Division of the State Architect.
 - e. Pursuant to the provisions of Section 57001 of Title 5, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.
 - f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.
 - g. Pursuant to the provisions of Section 8 of the *Budget Act*, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.
- 3 It is understood by the applicant that:
 - a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application as it will be finally allocated by the Public Works Board.
 - b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
 - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.
- 4 It is further understood that:
 - a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
 - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
 - c. A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

CFIS #: 40.19.XXX

JCAF 31- Instructional Building Phase 1 (Cuyamaca College/Grossmont-Cuyamaca CCD) (Official)

CCI: 6596 D (12/17) ▼

Reconst.	Rm. Type	Description	TOP No.	Department	No. Rms	No. Sta	Room No.	ASF	WSCH Capacity	Sec. ASF	Increase In Space
<input type="checkbox"/>	050	Inactive Area	0099	General Assignment						-2,037	-2,037
<input type="checkbox"/>	110	Classroom	0099	General Assignment				8,912	-18,770	-17,790	-8,878
<input type="checkbox"/>	210	Class Lab	0501	Business and Commerce, General					-2,008	-2,570	-2,570
<input type="checkbox"/>	210	Class Lab	1030	Graphic Arts and Design					-361	-928	-928
<input type="checkbox"/>	210	Class Lab	0953	Drafting Technology					-1,158	-3,717	-3,717
<input type="checkbox"/>	210	Class Lab	1901	Physical Sciences, General					-650	-1,670	-1,670
<input type="checkbox"/>	215	Class Lab Service	1901	Physical Sciences, General					-185	-476	-476
<input type="checkbox"/>	210	Class Lab	4900	Interdisciplinary Studies				5,770	1,957	-740	5,030
<input type="checkbox"/>	215	Class Lab Service	4900	Interdisciplinary Studies				1,500	584		1,500
<input type="checkbox"/>	310	Office	0099	General Assignment				880		-2,765	-1,885
<input type="checkbox"/>	310	Office	6000	Instructional Administration				1,745		-4,586	-2,841
<input type="checkbox"/>	410	Read/Study Room	6120	Library				800			800
<input type="checkbox"/>	530	Audio/Visual, Radio, TV	6130	Media Services				990			990
<input type="checkbox"/>	680	Meeting Room	6000	Instructional Administration						-590	-590
<input type="checkbox"/>	715	DP/Computer Service	6780	Management Information Services				240		-105	135
<input type="checkbox"/>	720	Shop	6199	Other Instructional Support Services						-375	-375
<input type="checkbox"/>	650	Lounge	6000	Instructional Administration						-280	-280
Totals:								20,837	-20,591	-38,629	-17,792

* Indicates manual override

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32:

District: Grossmont-Cuyamaca Community College District

College: Cuyamaca College

CFIS Ref. #: 40.19.XXX

Project Name: Instructional Building Phase 1 (Official)

Date Prepared: 5/24/2018

Estimate CCI: 6596

DoF Project ID: null

Request For: ☐ L ☒ P ☒ W ☒ C ☒ E

Round to Thousands: ☐

Escalation View:

Estimate EPI: 3560

Prepared by: Gensler

						Total Cost	State Funded		District Funded			
									State-Supportable		Non State-Supportable	
1. Site Acquisition						Acres:						
2. Preliminary Plans						Estimate CCI: 6596	\$848,510	50.00%	\$424,258	50.00%	\$424,252	
A. Architectural Fees (for preliminary plans)							\$497,302					
B. Project Management (for preliminary plans)							\$177,608					
C. Division of the State Architect Plan Check Fee												
D. Preliminary Tests (soils, hazardous materials)							\$73,600					
E. Other Costs (for preliminary plans)							\$100,000					
3. Working Drawings						Estimate CCI: 6596	\$899,969	50.00%	\$449,988	50.00%	\$449,981	
A. Architectural Fees (for working drawings)							\$568,345					
B. Project Management (for working drawings)												
C. Division of the State Architect, Plan Check Fee							\$225,880					
D. Community College Plan Check Fee							\$50,744					
E. Other Costs (for working drawings)							\$55,000					
(Total PW may not exceed 13% of construction)						True						
4. Construction						Estimate CCI: 6596	\$17,760,775	54.91%	\$9,751,735	45.09%	\$8,009,040	
A. Utility Service							\$641,087					
B. Site Development, Service							\$3,309,372					
C. Site Development, General							\$1,753,491					
D. Other Site Development							\$0					
E. Reconstruction												
F. New Construction (building) (w/Group I equip)							\$11,820,417					
G. Board of Governor's Energy Policy Allowance (2% or 3%)							\$236,408					
H. Other												
5. Contingency							\$888,039	50.00%	\$444,023	50.00%	\$444,016	
6. Architectural and Engineering Oversight							\$355,216	50.00%	\$177,611	50.00%	\$177,605	
7. Tests and Inspections							\$459,554	50.00%	\$229,782	50.00%	\$229,772	
A. Tests							\$177,608					
B. Inspections							\$281,946					
8. Construction Management & Labor Compliance Program (if justified)							\$384,354	50.00%	\$192,183	50.00%	\$192,171	
A. Construction Management							\$355,216					
B. Labor Compliance Program							\$29,138					
9. Total Construction Costs (items 4 through 8 above)							\$19,847,938		\$10,795,334		\$9,052,604	
10. Furniture and Group II Equipment						Estimate EPI: 3560	\$1,759,206	0.00%		100.00%	\$1,759,206	
11. Total Project Cost (items 1, 2, 3, 9, and 10)							\$23,355,623		\$11,669,580		\$11,686,043	
12. Project Data	Outside GSF	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF	14.	State Funded	District Funded		District Funded Total		
								Supportable	Non Supportable			
Construction	31,518	20,837	0.66	\$567	\$375	Acquisition						
Reconstruction						Preliminary Plans	\$424,258	\$424,252		\$424,252		
13. Anticipated Time Schedule						Working Drawings	\$449,988	\$449,981		\$449,981		
Start Preliminary Plans		8/1/2020	Advertise Bid for Construction		6/1/2022	Construction	\$10,795,334	\$9,052,604		\$9,052,604		
Start Working Drawings		2/1/2021	Award Construction Contract		8/1/2022	Equipment		\$1,759,206		\$1,759,206		
Complete Working Drawings		8/1/2021	Advertise Bid for Equipment		6/1/2023	Total Costs	\$11,669,580	\$11,686,043		\$11,686,043		
DSA Final Approval		4/1/2022	Complete Project		4/1/2024	% of SS Total	49.96%	50.04%	SS Total:	\$23,355,623		

QUANTITIES AND UNIT COSTS SUPPORTING THE JCAF 32

(Project Cost Estimate)

District: Grossmont-Cuyamaca Community College District

College: Cuyamaca College

Project Name: Instructional Building Phase 1 (Official)

Prepared By: Gensler

Date: 5/24/2018

Request For: ☐ L ☒ P ☒ W ☒ C ☒ E

Estimate CCI: 6596

Estimate EPI: 3560

Budget CCI: 6596

Budget EPI: 3560

CFIS Ref. #: 40.19.XXX

DoF Project ID:

Mo. Escalation Factor: 0.0042

View Cost Escalations

☐ Budget

☐ Mid Point

										Estimate
1. SITE ACQUISITION										
[Edit]										
Acres:										
TOTAL SITE ACQUISITION COSTS:										\$0
2. PRELIMINARY PLANS										
										6596
A. Architectural Fees (for Preliminary Plans)										
New Construction		\$17,760,775	x	8.0%	x	35.0%	\$497,302			
Reconstruction		\$0	x	10.0%	x	35.0%	\$0			
Total Architectural Fees:								\$497,302		
B. Project Management (for Preliminary Plans) <input checked="" type="radio"/> Allocate to PP										
Contract Cost		\$17,760,775	x	1.0%				\$177,608		
Total Project Management Fees:								\$177,608		
C. Division of the State Architect Plan Check Fee <input type="radio"/> Allocate to PP										
1. Structural Safety Fee										
Tier 1 Amt		\$0	x	1.25%				\$0		
Tier 2 Amt		\$0	x	1%				\$0		
								\$0		
2. Fire, Life Safety Fee										
Tier 1 Amt		\$0	x	0.3%				\$0		
Tier 2 Amt		\$0	x	0.2%				\$0		
Tier 3 Amt		\$0	x	0.1%				\$0		
Tier 4 Amt		\$0	x	0.05%				\$0		
Tier 5 Amt		\$0	x	0.01%				\$0		
								\$0		
3. Access Compliance Fee										
Tier 1 Amt		\$0	x	0.5%				\$0		
Tier 2 Amt		\$0	x	0.25%				\$0		
Tier 3 Amt		\$0	x	0.1%				\$0		
Tier 4 Amt		\$0	x	0.08%				\$0		
Tier 5 Amt		\$0	x	0.06%				\$0		
Tier 6 Amt		\$0	x	0.04%				\$0		
								\$0		
Total Division of the State Architect Plan Check Fees:								\$0		
D. Preliminary Test (Soils Tests & Geotechnical Report)										
[Edit]	Description	Amount	Non Supportable							
	Soils Report	\$20,000	<input type="checkbox"/>							
	Land Survey	\$15,000	<input type="checkbox"/>							
	California Geologic Hazard Fee	\$3,600	<input type="checkbox"/>							
	Hydrology Testing	\$15,000	<input type="checkbox"/>							
	CEQA (Environmental Documents)	\$20,000	<input type="checkbox"/>							
Total Preliminary Tests:								\$73,600		
E. Other Costs (Special Consultants, Printing, Legal, Etc.)										
[Edit]	Description	Amount	Non Supportable							
	Waterproofing Consultant	\$20,000	<input type="checkbox"/>							
	Constructability Review Consultant	\$40,000	<input type="checkbox"/>							
	SWPPP Consultant	\$25,000	<input type="checkbox"/>							
	Hazardous Materials									

Consultant		\$15,000					Total Other Costs:		\$100,000
TOTAL PRELIMINARY PLANS COSTS:									\$848,510
3. WORKING DRAWINGS									6596
A. Architectural Fees (for Working Drawings)									
New Construction		\$17,760,775	x	8.0%	x	40.0%	\$568,345		
Reconstruction		\$0	x	10.0%	x	40.0%	\$0		
Total Architectural Fees:								\$568,345	
B. Project Management (for Working Drawings) <input type="radio"/> Allocate to WD									
Contract Cost		\$17,760,775	x	1.0%			\$0		
Total Project Management Fees:								\$0	
C. Division of the State Architect Plan Check Fee <input checked="" type="radio"/> Allocate to WD									
1. Structural Safety Fee									
Tier 1 Amt		\$1,000,000	x	1.25%			\$12,500		
Tier 2 Amt		\$16,760,775	x	1%			\$167,608		
								\$180,108	
2. Fire, Life Safety Fee									
Tier 1 Amt		\$1,000,000	x	0.3%			\$3,000		
Tier 2 Amt		\$4,000,000	x	0.2%			\$8,000		
Tier 3 Amt		\$12,760,775	x	0.1%			\$12,761		
Tier 4 Amt		\$0	x	0.05%			\$0		
Tier 5 Amt		\$0	x	0.01%			\$0		
								\$23,761	
3. Access Compliance Fee									
Tier 1 Amt		\$500,000	x	0.5%			\$2,500		
Tier 2 Amt		\$1,500,000	x	0.25%			\$3,750		
Tier 3 Amt		\$15,760,775	x	0.1%			\$15,761		
Tier 4 Amt		\$0	x	0.08%			\$0		
Tier 5 Amt		\$0	x	0.06%			\$0		
Tier 6 Amt		\$0	x	0.04%			\$0		
								\$22,011	
Total Division of the State Architect Plan Check Fees:								\$225,880	
D. Community Colleges Plan Check Fees (2/7 of 1% of Construction Cost)									
Contract Cost		\$17,760,775	x	0.28571	x	1.0%	\$50,744		
Total Community Colleges Plan Check Fee:								\$50,744	
E. Other Costs (Special Consultants, Printing, Legal, Etc.)									
[Edit]	Description	Amount	Non Supportable						
	Printing and Advertising	\$20,000							
	Legal Fees	\$10,000							
	Local Permit Costs	\$25,000							
Total PW may not exceed 13% of Construction								8.8%	
TOTAL WORKING DRAWINGS COSTS:								\$899,969	
4. CONSTRUCTION									6596
A. Utility Service									
[Edit]	Description	Quantity	Unit	Unit Cost	Subtotal	Non Supportable	Subtotal		
01 General Requirements									
Temporary Utilities									
Temporary Electricity									
	Temporary electrical power equipment (pro-rated per job), connections, compressor or pump, 100 amp	1	Ea.	x \$549.36	\$549.36	<input type="checkbox"/>			
	Temporary electrical power equipment								

(pro-rated per job), connections, office trailer, 100 amp	1	Ea.	x	\$770.15	\$770.15	<input type="checkbox"/>
Temporary Power, lighting, incl. service lamps, wiring and outlets, max	300	CSF Flr	x	\$77.92	\$23,376.00	<input type="checkbox"/>

\$24,696

26 Electrical

Common Work Results For Electrical

Medium-Voltage Cables

Cable terminations, outdoor systems, 15 kV, 2/0 solid to 350 kcmil stranded	10	Ea.	x	\$870.08	\$8,700.80	<input type="checkbox"/>
Medium-cable single cable, copper, XLP shielding, 5 kV, 350 kcmil, in conduit, excl splicing & terminations	5	C.L.F.	x	\$1,993.48	\$9,967.40	<input type="checkbox"/>

Control-Voltage Electrical Power Cables

Control cable, copper, THHN wire with PVC jacket, 600 V, 22 wires, #14	10	C.L.F.	x	\$779.35	\$7,793.50	<input type="checkbox"/>
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Grounding And Bonding For Electrical Systems

Exothermic weld, 4/0 wire to 1" ground rod	8	Ea.	x	\$175.78	\$1,406.24	<input type="checkbox"/>
Ground wire, copper wire, bare stranded, 3/0	8	C.L.F.	x	\$1,458.71	\$11,669.68	<input type="checkbox"/>
Grounding connection, brazed, #2 wire	9	Ea.	x	\$48.02	\$432.18	<input type="checkbox"/>
Grounding rod, copper clad, 10' long, 1/2" diameter	14	Ea.	x	\$23.82	\$333.48	<input type="checkbox"/>
Grounding drive studs, 5/8" diameter	7	Ea.	x	\$27.01	\$189.07	<input type="checkbox"/>

Raceway And Boxes For Electrical Systems

PVC conduit, field bends, 45 Deg. to 90 Deg., 4" diameter	25	Ea.	x	\$111.43	\$2,785.75	<input type="checkbox"/>
PVC conduit, schedule 40, 4" diameter, to 15' H, incl terminations, fittings, & support	315	L.F.	x	\$50.73	\$15,979.95	<input type="checkbox"/>

Medium-Voltage Transformers

Pad-Mounted, Liquid-Filled, Medium-Voltage Transformers

Transformer, liquid- filled, 5 kV or 15 kV primary, 277/480 V secondary, 3 phase, 2500 kVA, pad mounted	1	Ea.	x	\$122,292.79	\$122,292.79	<input type="checkbox"/>
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Exterior Lighting

Lighting Poles And Standards

Light poles, anchor base, aluminum, 10' high, excl concrete bases	24	Ea.	x	\$1,720.83	\$41,299.92	<input type="checkbox"/>
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Roadway Lighting

Roadway area luminaire, LED fixture, 252 LEDS, 120 V AC or 12 V DC, equal to 210 watt, incl lamp	5	Ea.	x	\$2,807.75	\$14,038.75	<input type="checkbox"/>
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Area Lighting

Induction fixture, exterior, wall pack, 80 watt, incl lamps	12	Ea.	x	\$1,404.03	\$16,848.36	<input type="checkbox"/>
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Landscape Lighting

Landscape uplight, recessed, quartz, 250 Watt, incl housing,	14	Ea.	x	\$1,295.65	\$18,139.10	<input type="checkbox"/>
--	----	-----	---	------------	-------------	--------------------------

ballast, transformer &
reflector

Walkway Lighting

Bollard light, exterior,
high w/ polycarbonate
lens, high pressure
sodium, 100 Watt, 42" 35
high, incl ballast and
lamp

Ea. x \$1,947.10 \$68,148.50 ☐

\$340,025

27 Communications

Communications Horizontal Cabling

Communications Copper Horizontal Cabling

Multipair cable,
unshielded non-
plenum, 150 V PVC 7
jacket, #22, 15 pair

C.L.F. x \$543.75 \$3,806.25 ☐

Unshielded twisted
pair (UTP) cable, 7
solid, plenum, #24, 4
pair, category 6

C.L.F. x \$208.44 \$1,459.08 ☐

Communications Coaxial Horizontal Cabling

Coaxial cable, fire
rated, 93 ohm, RG 7
A/U #62 cable

C.L.F. x \$351.52 \$2,460.64 ☐

\$7,726

33 Utilities

Common Work Results For Utilities

Utility Structures

Utility structures,
utility vaults precast
concrete, 5' x 10' x 6' 1
high, I.D., 6" thick,
excludes excavation
and backfill

Ea. x \$9,061.05 \$9,061.05 ☐

Water Utility Distribution Piping

Public Water Utility Distribution Piping

Water supply
distribution piping,
fitting, 90 degree
elbow, class 200 7
polyvinyl chloride,
pressure pipe, 4",
includes gaskets

Ea. x \$543.37 \$3,803.59 ☐

Water supply
distribution piping,
fitting, 90 degree
elbow, class 200 7
polyvinyl chloride,
pressure pipe, 6",
includes gaskets

Ea. x \$27.18 \$190.26 ☐

Water supply
distribution piping,
fitting, coupling, class
200 polyvinyl chloride, 6
pressure pipe, 4",
AWWA C900, Class
150, SDR 18,
includes gaskets

Ea. x \$231.98 \$1,391.88 ☐

Water supply
distribution piping,
fitting, coupling, class
200 polyvinyl chloride, 6
pressure pipe, 6",
AWWA C900, Class
150, SDR 18,
includes gaskets

Ea. x \$429.28 \$2,575.68 ☐

Water supply
distribution piping,
fitting, tee, class 200 4
polyvinyl chloride,
pressure pipe, 4",
includes gaskets

Ea. x \$369.64 \$1,478.56 ☐

Water supply
distribution piping,
fitting, tee, class 200 4
polyvinyl chloride,
pressure pipe, 6",

Ea. x \$896.75 \$3,587.00 ☐

includes gaskets Water supply distribution piping, piping polyvinyl chloride, pressure pipe, 4", AWWA C900, Class 150, SDR 18, excludes excavation or backfill	460	L.F.	x	\$33.16	\$15,253.60	<input type="checkbox"/>
Water supply distribution piping, piping polyvinyl chloride, pressure pipe, 6", AWWA C900, Class 150, SDR 18, excludes excavation or backfill	460	L.F.	x	\$2.10	\$966.00	<input type="checkbox"/>

Water Utility Distribution Equipment

Water Service Connections

Water Service Connection, tapping sleeves with rubber gaskets, 10" x 4", excludes excavation and backfill	2	Ea.	x	\$2,763.02	\$5,526.04	<input type="checkbox"/>
Water Service Connection, tapping sleeves with rubber gaskets, 10" x 6", excludes excavation and backfill	2	Ea.	x	\$3,442.94	\$6,885.88	<input type="checkbox"/>

Water Utility Distribution Valves

Water Utility distribution Valves, check valves, flanged cast iron, 4" diameter, includes bolts and gaskets	2	Ea.	x	\$2,852.90	\$5,705.80	<input type="checkbox"/>
Water Utility distribution Valves, check valves, flanged cast iron, 6" diameter, includes bolts and gaskets	2	Ea.	x	\$13,042.77	\$26,085.54	<input type="checkbox"/>
Water Utility distribution Valves, sleeve for tapping mains, 10" x 6", excludes excavation and backfill, add	2	Ea.	x	\$3,034.00	\$6,068.00	<input type="checkbox"/>
Water Utility distribution Valves, gate valve, O.S.&Y., with rubber gaskets, 6" diameter, excludes excavation and backfill	2	Ea.	x	\$2,264.22	\$4,528.44	<input type="checkbox"/>

Water Utility Distribution Fire Hydrants

Water Utility Distribution Fire Hydrants, indicator post, adjustable valve size, 4" - 14", 14'-0" bury, includes bolts and gaskets, excludes excavation and backfill	2	Ea.	x	\$2,671.57	\$5,343.14	<input type="checkbox"/>
Water Utility Distribution Fire Hydrants, two way, 6'- 0" depth, 5-1/4" valve, includes mechanical joints, excludes excavation and backfill	2	Ea.	x	\$4,349.03	\$8,698.06	<input type="checkbox"/>

Storm Utility Drainage Piping

Public Storm Utility Drainage Piping

Public Storm Utility
Drainage Piping, 90

degree bends or elbows, corrugated metal pipe, galvanized and bituminous coated with paved invert, 8" diameter, 16 ga. Public Storm Utility Drainage Piping, corrugated metal pipe, galvanized and bituminous coated with paved invert, 20' lengths, 16 ga., 8" diameter, excludes excavation and backfill	22	Ea.	x	\$473.06	\$10,407.32	<input type="checkbox"/>
Public Storm Utility Drainage Piping, end sections, corrugated metal pipe, galvanized and bituminous coated with paved invert, 8" diameter, 16 ga., excludes excavation and backfill	1200	L.F.	x	\$69.78	\$83,736.00	<input type="checkbox"/>
Public Storm Utility Drainage Piping, end sections, corrugated metal pipe, galvanized and bituminous coated with paved invert, 8" diameter, 16 ga., excludes excavation and backfill	6	Ea.	x	\$299.03	\$1,794.18	<input type="checkbox"/>

Storm Utility Water Drains

Utility Area Drains

Utility Area Drains, catch basins or manholes catch basins or manholes frames and covers, cast iron, heavy traffic, 36" diameter, 1150 lb., excludes footing, excavation, and backfill	12	Ea.	x	\$1,041.49	\$12,497.88	<input type="checkbox"/>
Utility Area Drains, catch basins or manholes frames and covers, cast iron, 24" square, 500 lb., excludes footing, excavation, and backfill	6	Ea.	x	\$1,422.25	\$8,533.50	<input type="checkbox"/>
Utility Area Drains, catch basins or manholes frames and covers, cast iron, 26" D shape, 600 lb., excludes footing, excavation, and backfill	1	Ea.	x	\$3,081.41	\$3,081.41	<input type="checkbox"/>

Storm Drainage Structures

Storm Drainage Manholes, Frames, And Covers

Storm Drainage Manholes, Frames, and Covers, concrete block, radial, 6' deep, 4' inside diameter, excludes footing, excavation, backfill, frame and cover	2	Ea.	x	\$3,758.65	\$7,517.30	<input type="checkbox"/>
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Electrical Utility Transmission And Distribution

Electrical Underground Ducts And Manholes

Electrical Underground Ducts and Manholes, PVC, elbows, 4" diameter, schedule 40, installed by direct burial in slab or duct bank	12	Ea.	x	\$231.96	\$2,783.52	<input type="checkbox"/>
Electrical Underground Ducts and Manholes, hand holes, precast concrete, with	6	Ea.	x	\$2,627.25	\$15,763.50	<input type="checkbox"/>

concrete cover, 2' x 2'
x 3' deep, excludes
excavation, backfill
and cast in place
concrete
Electrical

Underground Ducts
and Manholes, hand
holes, precast
concrete, with
concrete cover, 4' x 4' 1

Ea. x \$11,599.12 \$11,599.12 ☐

x 4' deep, excludes
excavation, backfill
and cast in place
concrete
Electrical

Underground Ducts
and Manholes,
underground duct
banks ready for
concrete fill, PVC,
type EB, 1 @ 4" 200

L.F. x \$10.78 \$2,156.00 ☐

diameter, excludes
excavation, backfill
and cast in place
concrete
Electrical

Underground Ducts
and Manholes,
underground duct
banks, PVC, fittings,
type EB expansion
joint, 4" diameter 3

Ea. x \$362.44 \$1,087.32 ☐

Electrical
Underground Ducts
and Manholes, PVC,
bell end and cap, 4" 3

Ea. x \$144.92 \$434.76 ☐

diameter, schedule
40, installed by direct
burial in slab or duct
bank
Electrical

Underground Ducts
and Manholes, PVC,
base spacer, 4" 3

Ea. x \$33.25 \$99.75 ☐

diameter, schedule
40, installed by direct
burial in slab or duct
bank

\$268,640

Total Utility Service:

\$641,087

B. Site Development - Service

[Edit]

Description

Quantity

Unit

Unit Cost

Subtotal

Non
Supportable

Subtotal

02 Existing Conditions

Demolition

Selective Site Demolition

Minor site demolition,
pipe, sewer/water,
steel, welded
connections, 10" 60

L.F. x \$39.86 \$2,391.60 ☐

Minor site demolition,
pipe, sewer/water,
steel, welded
connections, 4" 60

L.F. x \$20.12 \$1,207.20 ☐

Minor site demolition,
remove existing catch
basin or manhole,
masonry, excludes
hauling 6

Ea. x \$797.53 \$4,785.18 ☐

Demolish, remove
pavement & curb,
remove bituminous
curbs, excludes 790

L.F. x \$6.09 \$4,811.10 ☐

hauling and disposal
fees
Demolish, remove
pavement & curb,
remove concrete,
mesh reinforced, to 6"
thick, hand held
equipment, excludes
hauling and disposal
fees

16390

S.F.

x

\$3.82

\$62,609.80

☐

Minor site demolition,
pipe, sewer/water,
12" diameter, remove, 220
excludes excavation,
hauling

220

L.F.

x

\$18.40

\$4,048.00

☐

Minor site demolition,
pipe, sewer/water,
15" to 18" diameter, 120
remove, excludes
excavation, hauling

120

L.F.

x

\$38.96

\$4,675.20

☐

Minor site demolition,
pipe, sewer/water,
21" to 24" diameter, 90
remove, excludes
excavation, hauling

90

L.F.

x

\$48.92

\$4,402.80

☐

Minor site demolition,
pipe, sewer/water,
27" to 36" diameter, 60
remove, excludes
excavation, hauling

60

L.F.

x

\$65.24

\$3,914.40

☐

Structure Demolition

Building demolition,
large urban projects,
concrete, includes 20
mile haul, excludes
foundation demolition,
dump fees

2025750

C.F.

x

\$0.83

\$1,681,372.50

☐

Bldg. footings and
foundations
demolition, floors,
concrete slab on
grade, plain concrete,
6" thick, excludes
disposal costs and
dump fees

77825

S.F.

x

\$11.69

\$909,774.25

☐

Selective Demolition

Selective demolition,
saw cutting, asphalt,
up to 3" deep

1055

L.F.

x

\$3.13

\$3,302.15

☐

Selective demolition,
rubbish handling,
loading & trucking,
machine loading
truck, includes 2 mile
haul, cost to be added
to demolition cost.

11840

C.Y.

x

\$38.95

\$461,168.00

☐

\$3,148,462

31 Earthwork

Clearing And Grubbing

Clearing And Grubbing Land

Clearing & grubbing,
cut & chip light trees,
to 6" diameter

0.35

Acre

x

\$7,927.95

\$2,774.78

☐

Clearing & grubbing,
tree removal
congested area, 24"
diameter, aerial lift
truck

24

Ea.

x

\$1,494.69

\$35,872.56

☐

Earth Stripping And Stockpiling

Soil Stripping And Stockpiling

Topsoil stripping and
stockpiling, loam or
topsoil, remove and
stockpile on site, 200
HP dozer, 6" deep,
200' haul per S.Y.

6300

S.Y.

x

\$0.76

\$4,788.00

☐

Grading

Fine Grading

Fine grading, fine grade for slab on grade, machine	6300	S.Y.	x	\$2.92	\$18,396.00	<input type="checkbox"/>
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Excavation And Fill

Excavation

Excavating, trench backfill, 2-1/4 C.Y. bucket, 100' haul, front end loader, wheel mounted, excludes dewatering	935	L.C.Y.	x	\$7.83	\$7,321.05	<input type="checkbox"/>
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Excavating, chain trencher, utility trench, common earth, 8" wide, 36" deep, backfill by hand, includes compaction, add	1180	L.F.	x	\$6.54	\$7,717.20	<input type="checkbox"/>
---	------	------	---	--------	------------	--------------------------

Excavating, bulk, dozer, open site, bank measure, common earth, 80 H.P. dozer, 150' haul	990	B.C.Y.	x	\$11.42	\$11,305.80	<input type="checkbox"/>
--	-----	--------	---	---------	-------------	--------------------------

Fill

Fill by borrow and utility bedding, borrow, for embankments, 1 mile haul, spread, by dozer	355	L.C.Y.	x	\$35.33	\$12,542.15	<input type="checkbox"/>
--	-----	--------	---	---------	-------------	--------------------------

Backfill, 12" layers, compaction in layers, roller compaction with operator walking, add to above	660	E.C.Y.	x	\$11.68	\$7,708.80	<input type="checkbox"/>
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Erosion And Sedimentation Controls

Stabilization Measures For Erosion And Sedimentation Control

Synthetic erosion control, hay bales, staked	1780	L.F.	x	\$22.20	\$39,516.00	<input type="checkbox"/>
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Synthetic erosion control, place and remove hay bales	9	Ton	x	\$1,440.79	\$12,967.11	<input type="checkbox"/>
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\$160,909

Total Site Development - Service:

\$3,309,372

C. Site Development - General

[Edit]	Description	Quantity	Unit	Unit Cost	Subtotal	Non Supportable	Subtotal
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01 General Requirements

Construction Aids

Equipment Mobilization

Mobilization or demobilization, dozer, loader, backhoe or excavator, above 150 H.P., up to 50 miles	7	Ea.	x	\$824.50	\$5,771.50	<input type="checkbox"/>
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Mobilization or demobilization, scraper, self-propelled, 24 C.Y. capacity, up to 50 miles	5	Ea.	x	\$1,231.69	\$6,158.45	<input type="checkbox"/>
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Temporary Barriers And Enclosures

Temporary Barricades

Barricades, guardrail, portable metal with base pads, 10 reuses, typical installation	530	L.F.	x	\$8.26	\$4,377.80	<input type="checkbox"/>
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Temporary Fencing

Temporary Fencing, chain link, rented up to 12 months, 6' high, 11 ga, to 1000'	1780	L.F.	x	\$16.49	\$29,352.20	<input type="checkbox"/>
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\$45,660

03 Concrete

Cast-In-Place Concrete

Miscellaneous Cast-In-Place Concrete

Structural concrete, in place, handicap access ramp (4000 psi), railing both sides, 3' wide, includes forms(4 uses), reinforcing steel, concrete, placing and finishing

60

L.F.

x

\$1,005.90

\$60,354.00

☐

\$60,354**05 Metals****Structural Steel Framing****Structural Steel For Buildings**

Canopy framing, structural steel, 6" and 8" members, shop fabricated

38000

Lb.

x

\$4.78

\$181,640.00

☐

\$181,640**10 Specialties****Directories****Building Directories**

Directory boards, outdoor, weatherproof, black plastic, 36" x 36"

2

Ea.

x

\$3,079.66

\$6,159.32

☐**Signage****Dimensional Letter Signage**

Signs, reflective aluminum street type, double faced, 4-way, includes bracket

4

Ea.

x

\$525.24

\$2,100.96

☐**Protective Covers****Canopies**

Walkway cover, steel, vinyl finish, to 12' w, .032", excl. foundations, maximum

1415

S.F.

x

\$68.84

\$97,408.60

☐

\$105,669**12 Furnishings****Site Furnishings****Manufactured Planters**

Planters, precast concrete, fluted, 7" diameter, 36" high

6

Ea.

x

\$2,989.40

\$17,936.40

☐

\$17,936**32 Exterior Improvements****Schedules For Exterior Improvements****Schedules For Bases, Ballasts, And Paving**

Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 5" thick, excludes base

1320

S.F.

x

\$10.51

\$13,873.20

☐

Sidewalks, driveways, and patios, sidewalk, crushed stone, white marble, 1" thick, excludes base

1320

S.F.

x

\$17.58

\$23,205.60

☐**Base Courses****Aggregate Base Courses**

Base course drainage layers, prepare and roll sub-base, small areas to 2500 S.Y.

1750

S.Y.

x

\$3.55

\$6,212.50

☐**Flexible Paving****Asphalt Paving**

Asphaltic concrete, parking lots & driveways, 6" stone base, 4" binder

9800

S.F.

x

\$8.41

\$82,418.00

☐

course, 3" topping, no
asphalt hauling
included

Rigid Paving

Concrete Paving

Concrete paving
surface treatment,
finishing, small areas,
broom finish

15740

S.Y.

x

\$15.77

\$248,219.80

☐

Curbs, Gutters, Sidewalks, And Driveways

Curbs And Gutters

Cast-in place
concrete curbs &
gutters, straight, steel
forms, 6" high curb, 6"
thick gutter, 30" wide,
includes concrete

790

L.F.

x

\$34.06

\$26,907.40

☐

Paving Specialties

Pavement Markings

Painted pavement
markings,
thermoplastic, white
or yellow, letters

4100

S.F.

x

\$2.83

\$11,603.00

☐

Retaining Walls

Cast-In-Place Concrete Retaining Walls

Cast-in place
retaining walls,
concrete cribbing,
closed face, 12' high,
includes excavation,
backfill, and
reinforcement

3490

S.F.

x

\$102.36

\$357,236.40

☐

Planting Irrigation

Drip Irrigation

Subsurface drip
irrigation, typical
installation, small, 18"
O.C., maximum

13240

S.F.

x

\$4.17

\$55,210.80

☐

Planting Preparation

Soil Preparation

Soil preparation,
mulching, redwood
nuggets, 3" deep,
skid steer loader

1480

S.Y.

x

\$30.18

\$44,666.40

☐

Planting beds

preparation, pile sod,
skid steer loader

1480

S.Y.

x

\$6.52

\$9,649.60

☐

Landscape Grading

Topsoil placement
and grading, loam or
topsoil screened, 6"
deep, furnish and
place, truck dumped

740

C.Y.

x

\$134.94

\$99,855.60

☐

Plants

Shrubs

Shrubs, boxwood, B
& B, 15"-18", planted
in prepared beds

6630

Ea.

x

\$50.72

\$336,273.60

☐

Trees

Deciduous trees,
beech, balled &
burlapped (B&B), 5' -
6', in prepared beds

25

Ea.

x

\$652.15

\$16,303.75

☐

Planting Accessories

Tree Guying

Tree guying, guy wire
and wrap, 6" caliper,
6" anchors, includes
arrowhead anchor,
cable, turnbuckles
and wrap

25

Ea.

x

\$423.86

\$10,596.50

☐

\$1,342,232.15

Total Site Development - General:

\$1,753,491

D. Other Site Development

[Edit]	Description	Quantity	Unit	Unit Cost	Subtotal	Non	Subtotal
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Supportable										Total Other Site Development:		\$0	
E.	Reconstruction (from JCAF31)												
	Rm. Type	TOP	ASF		Cost Per ASF		Allowance						
			Reconstruction Adjustment:		75%	Total:	\$0						
					Non Supportable Amt:		\$0						
							Total Reconstruction:				\$0		
F.	New Construction (from JCAF31)												
	Rm. Type	TOP	ASF		Cost Per ASF		Allowance						
	050 Inactive Area	0099 General Assignment	0	x	\$0		\$0						
	110 Classroom	0099 General Assignment	8,912	x	\$546		\$4,865,952						
	210 Class Lab	0501 Business and Commerce, General	0	x	\$563		\$0						
	210 Class Lab	0953 Drafting Technology	0	x	\$540		\$0						
	210 Class Lab	1030 Graphic Arts and Design	0	x	\$560		\$0						
	210 Class Lab	1901 Physical Sciences, General	0	x	\$849		\$0						
	210 Class Lab	4900 Interdisciplinary Studies	5,770	x	\$569		\$3,283,130						
	215 Class Lab Service	1901 Physical Sciences, General	0	x	\$849		\$0						
	215 Class Lab Service	4900 Interdisciplinary Studies	1,500	x	\$569		\$853,500						
	310 Office	0099 General Assignment	880	x	\$576		\$506,880						
	310 Office	6000 Instructional Administration	1,745	x	\$553		\$964,985						
	410 Read/Study Room	6120 Library	800	x	\$424		\$339,200						
	530 Audio/Visual, Radio, TV	6130 Media Services	990	x	\$879		\$870,210						
	650 Lounge	6000 Instructional Administration	0	x	\$543		\$0						
	680 Meeting Room	6000 Instructional Administration	0	x	\$543		\$0						
	715 DP/Computer Service	6780 Management Information Services	240	x	\$569		\$136,560						
	720 Shop	6199 Other Instructional Support Services	0	x	\$0		\$0						
						Total:	\$11,820,417						
						Non Supportable Amt:	\$0						
							Total New Construction:				\$11,820,417		
G.	Board of Governors Energy Policy Allowance												
	2% of New Building Costs	\$11,820,417	x	2.0%			\$236,408						
	3% of Renovated Building Costs	\$0	x	3.0%			\$0						
						Total Board of Governors Energy Policy Allowance:					\$236,408		
H.	Other												
[Edit]	Description	Amount	Non Supportable										
						Total Other Costs:					\$0		
						Total Contract Costs:					\$17,760,775		
5.	Contingency												
	New Construction	\$17,760,775	x	5.0%			\$888,039						
	Reconstruction	\$0	x	7.0%			\$0						
						Total Contingency:					\$888,039		
6.	Architectural and Engineering Oversight												
	New Construction	\$17,760,775	x	8.0%	x	25.0%	\$355,216						
	Reconstruction	\$0	x	10.0%	x	25.0%	\$0						
						Total Architectural and Engineering Oversight:					\$355,216		
7.	TESTS AND INSPECTIONS												
A.	Tests												
	Contract Cost	\$17,760,775	x	1.0%			\$177,608						
B.	DSA Inspections												
	Construction Months21		x	\$13,426			\$281,946						
						Total Tests and Inspections Costs:					\$459,554		
8.	CONSTRUCTION MANAGEMENT & LABOR COMPLIANCE PROGRAM												

A. Construction Management			
Contract Cost	\$17,760,775	x 2.0%	\$355,216
B. Labor Compliance Program (.25% of state project costs)			
State Project Cost	\$11,655,011	x 0.25%	\$29,138
Total Construction Mgt & Labor Compliance Costs:			\$384,354
9. TOTAL CONSTRUCTION (Items 4 through 8)			
Total Construction Costs:			\$19,847,938
10.FURNITURE AND GROUP II EQUIPMENT (from JCAF33)			3560 ▼
Total Supportable Cost (from JCAF33):			\$1,759,206
Non Supportable Amt:			\$0
Total Furniture and Group II Equipment Costs:			\$1,759,206
11.TOTAL PROJECT COST			
Total Project Costs:			\$23,355,623

12. Project Data	Outside GSF	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF
Construction	31,518	20,837	0.66		\$375
Reconstruction	0	0			

13. Anticipated Time Schedule			
Start Preliminary Plans	8/1/2020	Advertise Bid for Construction	6/1/2022
Start Working Drawings	2/1/2021	Award Construction Contract	8/1/2022
Complete Working Drawings	8/1/2021	Advertise Bid for Equipment	6/1/2023
DSA Final Approval	4/1/2022	Complete Project	4/1/2024

6.1 CALIFORNIA ENERGY COMMISSION APPROVED AUDIT

This project will be designed to exceed Title 24, Part 6 Energy Code by 15%, consistent with the Board of Governors Energy and Sustainability policy. The design should incorporate sustainable goals for site, energy efficiency, water use reduction, storm water management, occupant health as well as minimizing the buildings impact on the environment both by design and construction. Strategies will consider:

- Natural and native planting materials will be incorporated around the building to minimize, if not eliminate, the irrigation demand.
 - Concrete walkways will be minimized to reduce storm water runoff and promote natural filtration into the soil as well as a reduction in the heat island effect.
 - Overhangs have been incorporated to shade glazing.
 - Low E dual glazing will be incorporated to reduce heat gain.
 - Roofing will incorporate cool roofing to reduce the heat island effect and heat gain.
 - Heating and cooling will be provided by a highly energy efficient HVAC system.
 - Independent HVAC controls provided where applicable.
 - Natural lighting will be incorporated into most spaces.
 - Energy saving lighting with automatic lighting controls and sensors.
 - Interior materials will be low in volatile organic compounds, high in recycled content.
 - Water efficient fixtures, faucets and devices will be incorporated.
 - A strict recycling program will be required during construction.
 - Requested participation in the local utility's energy incentive program.
 - Photovoltaic panels will be incorporated where appropriate.
-
- Durable systems and finishes with long life cycles that minimize maintenance and replacement.
 - Optimization of indoor environmental quality for occupants with high efficiency industrial ventilation.
 - Utilization of environmentally preferable products and processes, such as recycled content materials and recyclable materials.
 - Procedures that monitor, trend and report operational performance as compared to the optimal design and operating parameters to the campus' central energy management system.
-
- Space provided in each building to support an active program for recycling and reuse of materials.

STATE OF CALIFORNIA

Capital Outlay Budget Change Proposal (COBCP) - Cover Sheet

DF-151 (REV 06/17)

Fiscal Year 2020-21	Business Unit 6870	Department Board of Governors, California Community Colleges	Priority No.
Budget Request Name 6870-301-COBCO-2020-XX		Capital Outlay Program ID 5680	Capital Outlay Project ID (7 digits. For new projects leave blank)
Project Title Grossmont-Cuyamaca Community College District, Cuyamaca College: Instructional Building Phase 1		Project Status and Type Status: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuing Type: <input checked="" type="checkbox"/> Major <input type="checkbox"/> Minor	
Project Category (Select one) <input type="checkbox"/> CRI (Critical Infrastructure) <input checked="" type="checkbox"/> WSD (Workload Space Deficiencies) <input type="checkbox"/> ECP (Enrollment Caseload Population) <input type="checkbox"/> SM (Seismic) <input type="checkbox"/> FLS (Fire Life Safety) <input type="checkbox"/> FM (Facility Modernization) <input type="checkbox"/> PAR (Public Access Recreation) <input type="checkbox"/> RC (Resource Conservation)			
Total Request (in thousands) \$874	Phase(s) to be Funded PW	Estimated Total Project Cost (in thousands) \$23,355	

Budget Request Summary

The Instructional Building Phase 1 project on Cuyamaca College in the Grossmont-Cuyamaca Community College District demolishes the F Building Complex of 52,798 gross square feet (GSF) and 38,629 assignable square feet (ASF) (buildings F 100 [space inventory #15]; F 200 [space inventory #12]; F300-400 [space inventory #11]; F 400-500 [space inventory #13]; F 500-600 [space inventory #14]; F 600-700 [space inventory #16]; and F 800 [space inventory #46]), and constructs replacement space of 31,518 GSF and 20,837 ASF comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF office, 800 ASF library, 990 ASF AVTV, and 240 ASF other space. This project provides space for the Humanities, World Languages, Communication Arts, Environmental Health and Safety Management, Engineering, and Astronomy programs.

Requires Legislation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Code Section(s) to be Added/Amended/Repealed	CCCI 6596
Requires Provisional Language <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Budget Package Status <input type="checkbox"/> Needed <input checked="" type="checkbox"/> Not Needed <input type="checkbox"/> Existing	
Impact on Support Budget		
One-Time Costs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Future Costs <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Future Savings <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Revenue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If proposal affects another department, does other department concur with proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Attach comments of affected department, signed and dated by the department director or designee.</i>		

Prepared By	Date	Reviewed By	Date
Department Director	Date	Agency Secretary	Date

Department of Finance Use Only

Principal Program Budget Analyst	Date submitted to the Legislature
----------------------------------	-----------------------------------

A. Purpose of the Project:

Problem Statement

The Instructional Building Phase 1 project on Cuyamaca College in the Grossmont-Cuyamaca Community College District demolishes the F Building Complex of 52,798 gross square feet (GSF) and 38,629 assignable square feet (ASF) (buildings F 100 [space inventory #15]; F 200 [space inventory #12]; F300-400 [space inventory #11]; F 400-500 [space inventory #13]; F 500-600 [space inventory #14]; F 600-700 [space inventory #16]; and F 800 [space inventory #46]), and constructs replacement space of 31,518 GSF and 20,837 ASF comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF office, 800 ASF library, 990 ASF AVTV, and 240 ASF other space. This project provides space for the Humanities, World Languages, Communication Arts, Environmental Health and Safety Management, Engineering, and Astronomy programs.

Cuyamaca College, in the City of El Cajon is one of the two colleges in the Grossmont-Cuyamaca Community College District and serves over 15,000 students. The original permanent facilities were constructed in 1978 on a 165-acre site sits atop a plateau with significant grade variances.

The F Building Complex, one of the College's initial 1978-constructed facilities, is a 7-building series of corridor-connected row buildings with instructional and instructional support spaces. With the completion of several new campus facilities, the F Building Complex instructional spaces are now utilized by the Humanities, World Languages, Communication Arts, Environmental Health and Safety Management, Engineering/Computer Assisted Design and Astronomy programs. This facility does not support the modern teaching and learning modalities that facilitate student success in today's higher education and workforce environments. Specifically:

- **Instructional space configurations and lack of room features do not support instruction and limit teaching methodologies.**

Originally designed for what are now outdated instructional modalities, the F Building Complex does not have the flexible space configurations and lab space requirements to effectively teach both specialized programs and general courses using today's methodologies. Rooms are inflexible and not sized to maximize space utilization.

- **Building systems cannot support instructional demands for specialized instructional programs**

Constructed in 1978, the buildings' infrastructure provides minimal support for learning spaces. The building's mechanical, electrical and plumbing systems cannot support specialized technical education programs including Environmental Science, Drafting Technology, Engineering, Geographical Information Systems (GIS), and Astronomy. Computer labs are integral to several disciplines including World Languages, Engineering, GIS, Drafting, and Astronomy

Furthermore, walls separating learning spaces are thin and adjoining instructional spaces are often disturbed by nearby instruction. There is no natural lighting in the instructional spaces to enhance learning.

- **Instructional spaces are not equipped with technology to support the academic programs and facilitate learning.**

The building does not deliver the technology to meet today's teaching modalities. White boards, computer labs, and student stations are stationary instead of flexible throughout the learning space. Instructors cannot use innovative teaching developments to best help students learn.

- **Instructional space and faculty office placements do not promote student and academic collaboration and are difficult to locate.**

The existing configuration of the F Building Complex consists of long rows of buildings with rooms accessible from one side of the building only. Faculty offices are located at each end of the rows. The physical arrangement does not promote inter-disciplinary collaboration amongst faculty and

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

students. With rooms accessible from only one side of the building, students find it difficult to navigate the complex.

- **Current facilities do not have spaces for students to facilitate continued learning.**
The F Building Complex and immediate surrounding spaces do not have areas for small groups to collaborate and work on class projects. Instructional is now more student-centered with the instructors acting as coaches encouraging active learning in small groups.

Solution Criteria

To mitigate these problems, the campus seeks a solution that meets the following criteria:

- Provides instructional and instructional support spaces designed to support that support current teaching and learning modalities;
- Provides flexible spaces for different class sizes, program applications, and maximize space utilization;
- Provides building infrastructure and technology that support the instructional programs;
- Provides on-campus easily accessible adjacencies to facilitate collaboration;
- Provides flexible small group learning spaces with appropriate adjacencies to faculty for students to collaborate and learn, and complete group projects;
- Provides facilities that meet community college Title 24 building codes;
- Is a permanent on-campus solution that does not adversely impact campus' operational budget or create a transportation hardship for students;
- Least cost solution; and
- Is consistent with the goals of the campus' strategic plan.

B. Relationship to the Strategic Plan:

The College is committed to all aspects of student success – transfer education, general education, career technical education, and basic skills combined with civic, cultural and economic development.

The Campus' 2016-2022 strategic and 2013 facilities master plans outline the framework to ensure students are successful in their educational and career goals, create a healthy workforce community, and provide a physical campus that is environmentally-responsible and sustainable.

The campus does not have any known life and safety projects and this project represents the site's highest priority.

C. Alternatives:

In considering alternatives, the college analyzed options that will meet the primary needs of the campus' educational and facilities master plans.

Alternatives to this project include:

- Alternative #1 – Remove and replace with new facilities
- Alternative #2 - Lease off-site facilities
- Alternative #3 - Acquire temporary modulars on campus

Alternative #1 – Remove and replace with new facilities

Demolish the F Building Complex of 52,798 GSF and 38,629 ASF, and replace with a more efficient 31,518 GSF with 20,837 ASF facility comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

office, 800 ASF library, 990 ASF AVTV and 240 ASF other space. The estimated cost of this alternative @ CCI 6596 and EPI 3560 is \$23,355,000.

Pros:

- Provides instructional and instructional support spaces designed to support that support current teaching and learning modalities;
- Provides flexible spaces for different class sizes, program applications, and maximize space utilization;
- Provides building infrastructure and technology that support the instructional programs;
- Provides on-campus adjacencies to facilitate collaboration;
- Provides flexible small group learning spaces with appropriate adjacencies to faculty for students to collaborate and learn and complete group projects;
- Provides facilities that meet community college building codes;
- Is a permanent on-campus solution that does not adversely impact campus' operational budget or create a transportation hardship for students;
- Least cost solution; and
- Is consistent with the goals of the campus' strategic plan.

Cons:

- Possible disruption or relocation of existing programs during construction.

Alternative #2 – Lease off-site facilities

This alternative requires a long-term lease, comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF office, 800 ASF library, 990 ASF AVTV and 240 ASF other space. The estimated cost of this alternative @ CCI 6596 and EPI 3560 is \$47,414,000. The rented space provides adequate parking and security services, and the leased building spaces require the approval of the Division of the State Architect.

Pros:

- Provides instructional and instructional support spaces designed to support that support current teaching and learning modalities;
- Provides flexible spaces for different class sizes, program applications, and maximize space utilization;
- Provides building infrastructure and technology that support the instructional programs;
- Provides on-campus adjacencies to facilitate collaboration;
- Provides flexible small group learning spaces with appropriate adjacencies to faculty for students to collaborate and learn and complete group projects; and
- Provides facilities that meet community college building codes;

Cons:

- Is not a permanent on-campus solution that does not adversely impact campus' operational budget or create a transportation hardship for students;
- Is the most expensive cost solution studied; and
- Is inconsistent with the goals of the campus' strategic plan.

Alternative #3 – Acquire temporary modulars on campus

This alternative provides space in temporary modular buildings comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF office, 800 ASF library, 990 ASF AVTV and 240 ASF other space. The estimated cost of this alternative @ CCI 6596 and EPI 3560 is \$29,965,000. The portables would be installed in a parking lot away from any instructional buildings.

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

Pros:

- Provides instructional and instructional support spaces designed to support that support current teaching and learning modalities;
- Provides flexible spaces for different class sizes, program applications, and maximize space utilization;
- Provides building infrastructure and technology that support the instructional programs;
- Provides flexible small group learning spaces with appropriate adjacencies to faculty for students to collaborate and learn and complete group projects; and
- Provides facilities that meet community college building codes.

Cons:

- Does not provide on-campus adjacencies to facilitate collaboration;
- Is not a permanent on-campus solution that does not adversely impact campus' operational budget;
- Is not the least cost solution studied; and
- Is not consistent with the goals of the campus' strategic plan.

(Continued on next page)

Solution Criteria Matrix

CRITERIA	Alternative #1 Remove and Replace	Alternative #2 Lease Off-Site Facilities	Alternative #3 Acquire Temporary Modulars
Provides efficient instructional spaces that support modern teaching and learning modalities	Yes	Yes	Yes
Provides building infrastructure that supports the program	Yes	Yes	Yes
Provides program adjacencies to foster collaboration and inter-program communications	Yes	No	No
Provides small group student space spaces that have access to faculty	Yes	Yes	No
Meets community college building codes	Yes	Yes	Yes
Is the least cost permanent solution and does not adversely impact the site's operations budget	Yes	No	No
Does not create a transportation hardship for students	Yes	No	Yes
Is consistent with College's Strategic Plan	Yes	No	No

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

Economic Analysis Matrix

ECONOMIC ANALYSIS MATRIX	Alternative #1 Demolish & Replace (New)*	Alternative #2 Lease Off-Site Facilities**	Alternative #3 Acquire Temporary Modulars***
Site Acquisition	\$0	\$0	\$0
Plans and Working Drawings	\$1,748,000	\$1,025,000	\$6,553,000
Construction Costs:			
Utility Service	\$641,000	\$0	\$1,450,000
Site Development-Service	\$3,309,000	\$0	\$2,234,000
Site Development-General	\$1,753,000	\$0	\$1,650,000
Other Site	\$0	\$0	\$0
Reconstruction	\$0	\$0	\$0
New Construction	\$11,820,000	\$0	\$0
Energy Policy Allowance	\$236,000	\$0	\$0
Other Construction	\$0	\$0	\$0
Construction Soft Costs	\$2,089,000	\$0	\$560,000
Total Construction Costs	\$19,848,000	\$0	\$5,894,000
Equipment (Group II)	\$1,759,000	\$1,759,000	\$1,759,000
Other – Portable or Lease Costs	\$0	\$43,054,000	\$15,759,000
Other – Tenant Improvements	\$0	\$1,576,000	\$0
Total Project Cost CCI: 6596 EPI: 3560	\$23,355,000	\$47,414,000	\$29,965,000
Total Costs Escalated @ CCI: 6596 EPI: 3560 per DOF Budget Letter BL-XXXXX	CCC Calculates this amount based on latest DOF directions		

* Figures Taken from Units and Supporting Costs for the JCAF32

** \$2.95 per gsf per month x gsf x 12 months x 40 years. Tennant Improvements are estimated at \$50/gsf

***Modulars estimated at \$250/gsf, 2 Life Cycles

D. Recommended Solution:

1. Which alternative and why?

Alternative # 1, remove the F Building Complex and replace with modern space, is the best option because it meets all of the solution criteria. The new spaces are configured to support modern teaching and learning modalities. This design maximizes space use allowing varied class sizes, small group learning spaces and faculty adjacencies that foster collaboration. This alternative also provides buildings that have the technology to support today's flexible learning environments and meets community college building codes.

Additionally, this option is a permanent on-campus solution addressing program space needs, does not create a hardship on students with limited transportation options, does not adversely impact the College's operational budget, and is consistent with the College's educational mission and sustainability goals.

2. Detailed scope description.

This is a Category C project – instructional space modernization.

The scope of this project demolishes the F Building Complex of 52,798 GSF and 38,629 ASF (buildings F 100 [space inventory #15]; F 200 [space inventory #12]; F300-400 [space inventory #11]; F 400-500 [space inventory #13]; F 500-600 [space inventory #14]; F 600-700 [space inventory #16]; and F 800 [space inventory #46]), and constructs replacement space of 31,518 GSF and 20,837 ASF comprised of 8,912 ASF lecture, 7,270 ASF lab, 2,625 ASF office, 800 ASF library, 990 ASF AVTV, and 240 ASF other space.

The 31,518 GSF with 20,837 ASF replacement space is comprised of the following:

Space Type	ASF
Lecture	8,912
Lab	7,270
Office	2,625
Library	800
AVTV	990
Other	240
Total	20,837

Capacity Load Ratios

This project decreases lecture space by 8,878 ASF, lab space by 2,831 ASF, and office space by 4,726 ASF. These decreases along with other project spaces contribute to the rebalancing of the campus' instructional and instructional support spaces. This project decreases space by a total of 17,792 ASF.

Space Analysis (ASF):

Type	Lecture	Lab	Office	Library	AV/TV	Other	Total
Primary	8,912	7,270	2,625	800	990	240	20,837
Secondary	-17,790	-10,101	-7,351	0	0	-3,387	-38,629
Net	-8,878	-2,831	-4,726	800	990	-3,147	-17,792
Beg. Cap/Load Ratios (2020)	145.8%	267.5%	140.1%	79.1%	15.1%	N/A	142.5%
End. Cap/Load Ratios (2023)	114.2%	248.3%	107.2%	87.9%	31.2%	N/A	121.3%

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

3. COBCP Abstract: *(Instructional Building Phase 1 – \$23,355,000 for Preliminary Plans, Working Drawings, Construction, and Equipment). The project includes the demolition and reconstruction of the F Building Complex. Total project costs are estimated at \$23,355,000, including preliminary plans (\$848,000), working drawings (\$900,000), construction (\$19,848,000) and equipment (\$1,759,000). Preliminary plans will begin August 2020 and be completed in February 2021. The working drawings are estimated to begin in February 2021 and be completed in April 2022. Construction is scheduled to begin June 2022 and will be completed in April 2024.*

The District is contributing 50% toward state-supportable project costs.

4. Basis for cost information.

The architect for this project, using cost guidelines provided by the State Chancellor's Office, engineering data based upon the building specifications, and professional cost estimating, has provided the cost estimates.

This project will be designed to exceed Title 24, Part 6 Energy Code by 15%, consistent with the Board of Governors Energy and Sustainability policy. The design incorporates sustainable goals for site, energy efficiency, water use reduction, storm water management, occupant health as well as minimizing the building's impact on the environment both by design and construction.

Strategies will consider:

- Natural and native planting materials will be incorporated around the building to minimize, if not eliminate, the irrigation demand;
- Concrete walkways will be minimized to reduce storm water runoff and promote natural filtration into the soil as well as a reduction in the heat island effect;
- Overhangs have been incorporated to shade glazing;
- Low E dual glazing will be incorporated to reduce heat gain;
- Roofing will incorporate cool roofing to reduce the heat island effect and heat gain;
- Heating and cooling will be provided by a highly energy efficient HVAC system;
- Independent HVAC controls provided where applicable;
- Natural lighting will be incorporated into most spaces;
- Energy saving lighting with automatic lighting controls and sensors;
- Interior materials will be low in volatile organic compounds, high in recycled content;
- Water efficient fixtures, faucets and devices will be incorporated;
- A strict recycling program will be required during construction;
- Requested participation in the local utility's energy incentive program; and
- Photovoltaic panels will be incorporated where appropriate.

5. Factors/benefits for recommended solution other than the least expensive alternative.

The project presents the least cost solution.

6. Complete description of impact on support budget.

The replacement spaces in this project are significantly less than the existing spaces; thus no additional certificated or classified positions are anticipated. Operations and maintenance costs will also see savings due to more efficient and newer building systems. Please see 9.1 Analysis of Future Costs in this proposal for a detailed discussion.

7. Identify and explain any project risks.

No known risks have been identified for this project at this time.

8. List requested interdepartmental coordination and/or special project approval (including mandatory reviews and approvals, e.g. technology proposals).

Responses to Specific Requirements of the State Administrative Manual (SAM Narrative)

- Division of the State Architect and the State Fire Marshall review for structural safety, access compliance and fire life safety plan and field reviews.
- State Public Works Board approval of preliminary plans.

E. Consistency with Government Code Section 65041.1:

Consistent with the provisions of AB 857, Chapter 1016, Statutes of 2002, the California Community Colleges are exempt from these specific provisions of this legislation.

F. Attachments:

1. Project Cost Estimate (Quantity & Unit Costs)
2. JCAF31
3. JCAF32
4. JCAF33
5. Equipment List
6. Schematic Drawings
7. Energy Participation Letter
8. Fiscal Impact Worksheet
9. Other

8.1 CALIFORNIA ENVIRONMENTAL QUALITY ACT ENVIRONMENTAL IMPACT REPORT

(Reference: California Code of Regulations, Title 5, Section 57121)

It has been determined that a Negative Declaration will apply to this project. This declaration will be submitted to the appropriate agencies for approval prior to the submission of the Preliminary Plans to the Chancellors Office.

9.1 ANALYSIS OF FUTURE COSTS

Provide an economic analysis of additional instructional, administrative, and maintenance cost resulting from the proposed project, including personnel years. Disclose all new courses or programs to be housed in the project that may need Chancellor's Office review.

Personnel Costs

Certificated: This project demolishes a lot of space on campus and reduces the assignable square footage. Because of this no additional certificated staff will be needed.

Classified: This project demolishes a lot of space on campus and reduces the assignable square footage. Because of this no additional classified staff will be needed.

Depreciation, Maintenance, and Operation:

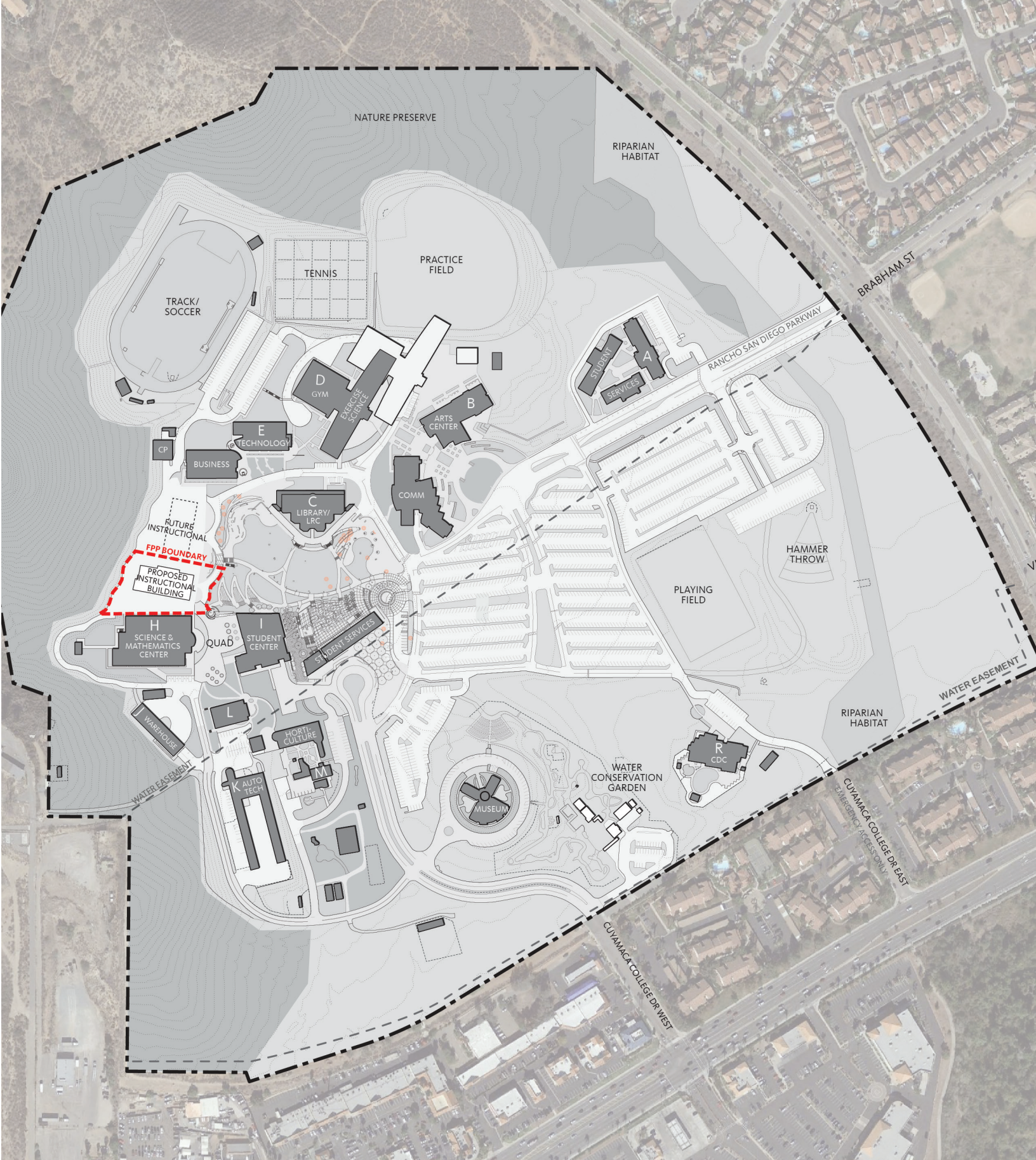
There will be an offset of maintenance costs due to the existing buildings being demolished (-38,629 ASF). The ASF of the new building is 17,792 less than the existing facilities. This will result in no increase of current maintenance and operations costs for the new building. Energy efficiency measures will help reduce the energy cost per square foot over the current building. Custodial costs and ongoing maintenance will be decreased over current expenditures. Maintenance and operations costs are estimated at \$9.00 per net GSF (31,518 GSF) and will be approximately \$284,000 per year in additional utilities, supplies and materials expenditures.

Program/Course/Service Approvals: List all new programs/courses/services to be housed in this project or its secondary effects and give the date of approval. If there are not new programs/courses/services for which approval is required, please so state. This is not required for equipment-only projects.

Name of New Program/Course/Service

Date of Approval

No new programs



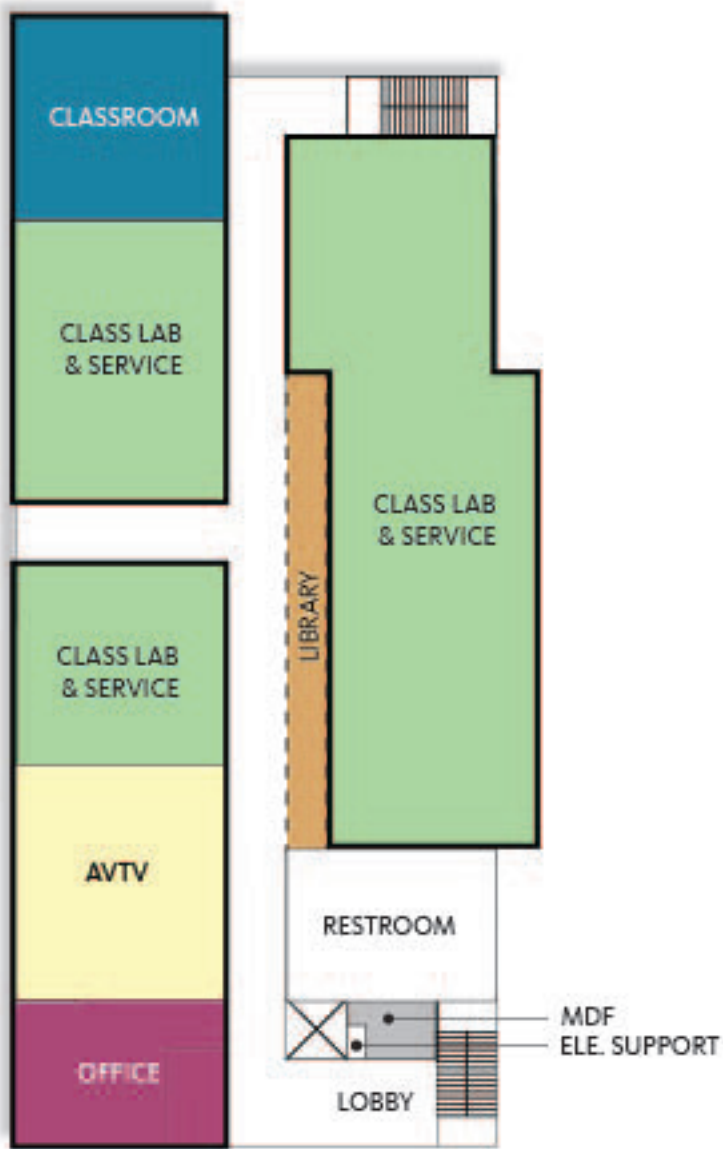
OVERALL SITE PLAN








2018 Instructional Building Phase 1 | Grossmont-Cuyamaca Community College District, Cuyamaca Campus



SITE PLAN

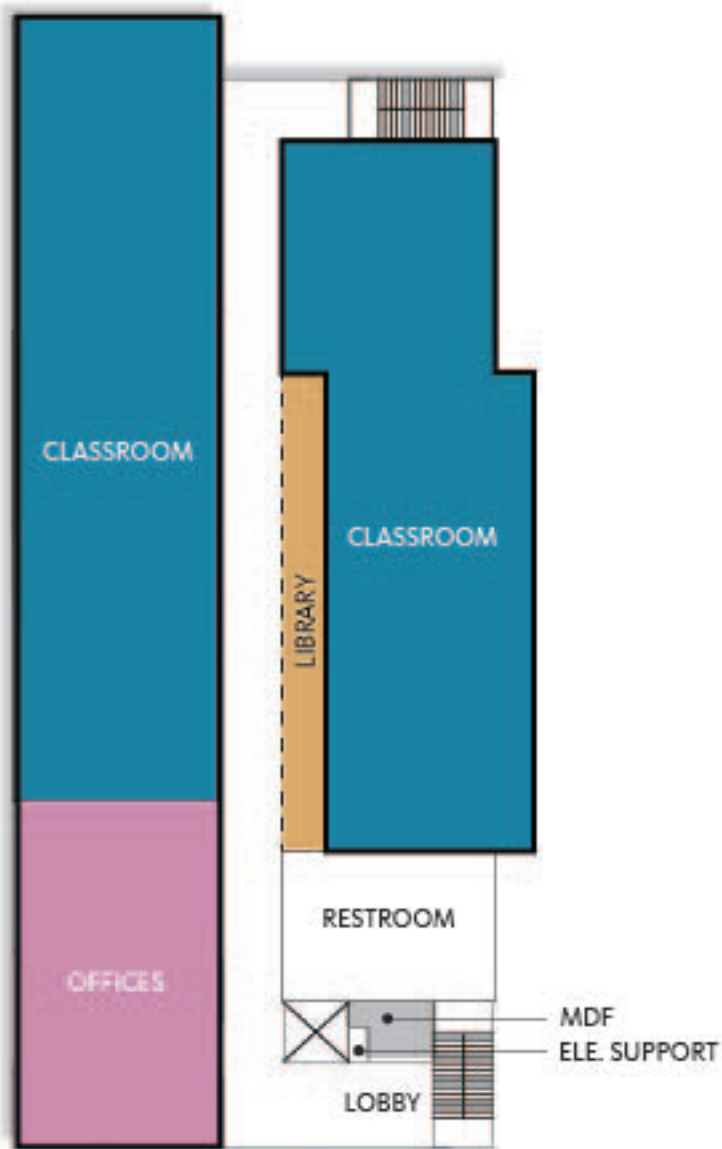
2018 Instructional Building Phase 1 | Grossmont-Cuyamaca Community College District, Cuyamaca Campus










	ROOM TYPE	TOP	DESCRIPTION	LEVEL 1	LEVEL 2	TOTAL
	110	0099	CLASSROOM	990 SF	7,922 SF	8,912 SF
	210/215	4900	CLASS LAB & SERVICE	7,270 SF	-	7,270 SF
	530	6130	AV/TV	990 SF	-	990 SF
	410	6120	LIBRARY	800 SF	-	800 SF
	310	0099	OFFICE	880 SF	-	880 SF
	310	6000	OFFICE	-	1,745 SF	1,745 SF
	715	6780	COMPUTER SERVICE	120 SF	120 SF	240 SF
TOTAL				11,050 SF	9,787 SF	20,837 SF

FIRST FLOOR PLAN

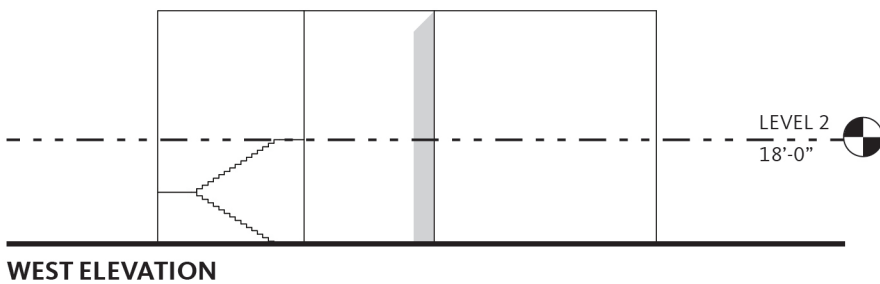
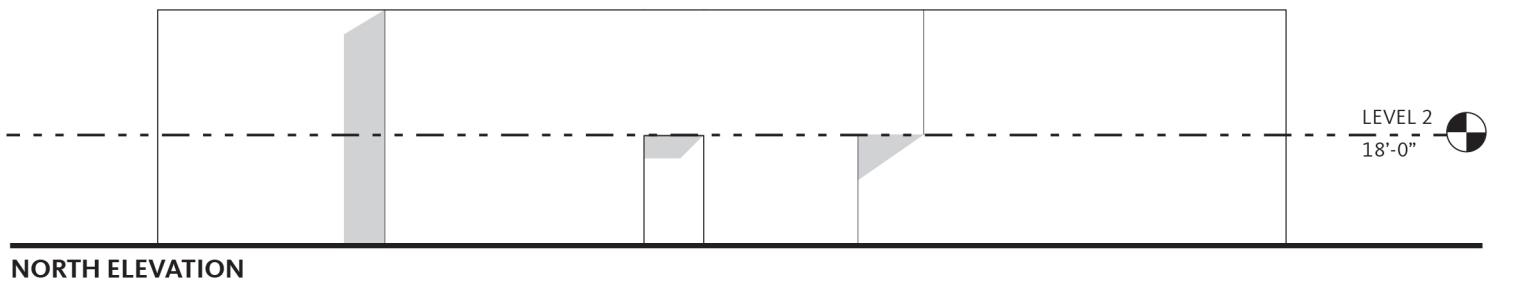
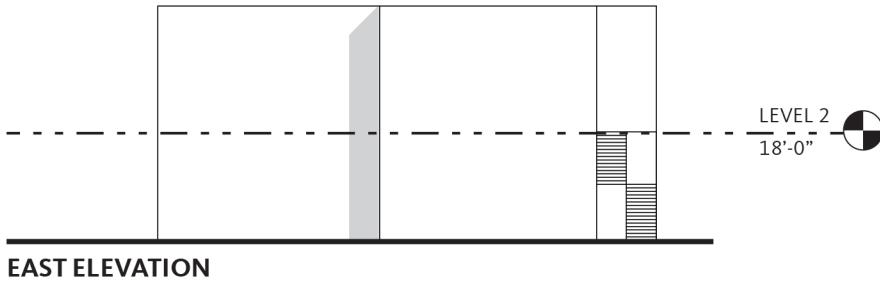
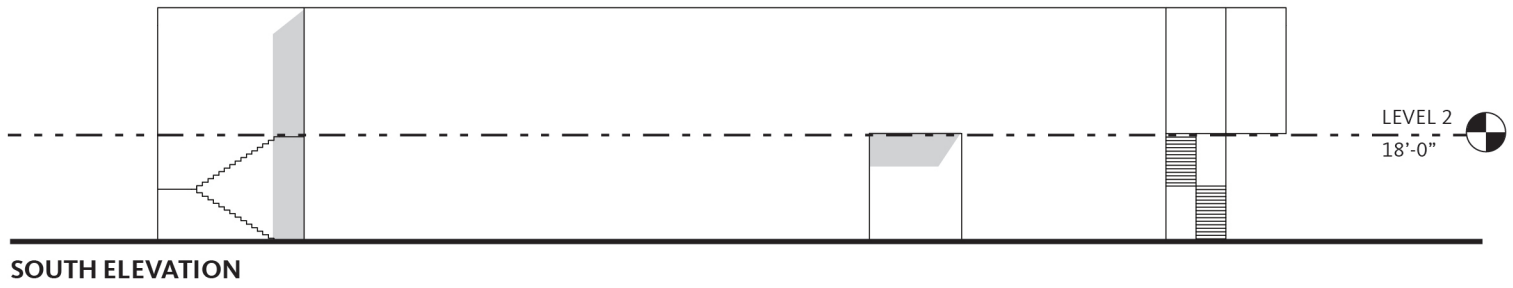
2018 Instructional Building Phase 1 | Grossmont-Cuyamaca Community College District, Cuyamaca Campus



	ROOM TYPE	TOP	DESCRIPTION	LEVEL 1	LEVEL 2	TOTAL
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	310	0099	OFFICE	880 SF	-	880 SF
	310	6000	OFFICE	-	1,745 SF	1,745 SF
	715	6780	COMPUTER SERVICE	120 SF	120 SF	240 SF
TOTAL				11,050 SF	9,787 SF	20,837 SF

SECOND FLOOR PLAN

2018 Instructional Building Phase 1 | Grossmont-Cuyamaca Community College District, Cuyamaca Campus



ELEVATIONS

2018 Instructional Building Phase 1 | Grossmont-Cuyamaca Community College District, Cuyamaca Campus

CFIS #: 40.19.XXX

JCAF 33- Instructional Building Phase 1 (Cuyamaca College/Grossmont-Cuyamaca CCD) (Official)

EPI: 3560 (12/17) ▼

Rm. Type	Description	TOP No.	Department	No. Rms	No. Sta	Room No.	ASF	Sec. ASF	Increase In Space	Equip Cost Per ASF	Total Allowable Cost
050	Inactive Area	0099	General Assignment					-2,037	-2,037		\$0
110-115	Classroom	0099-4999					8,912	-17,790	-8,878	\$16.65	\$0
210	Class Lab	0501	Business and Commerce, General					-2,570	-2,570	\$30.35	\$0
210	Class Lab	1030	Graphic Arts and Design					-928	-928	\$40.75	\$0
210	Class Lab	0953	Drafting Technology					-3,717	-3,717	\$78.44	\$0
210	Class Lab	1901	Physical Sciences, General					-1,670	-1,670	\$84.61	\$0
215	Class Lab Service	1901	Physical Sciences, General					-476	-476	\$84.61	\$0
210	Class Lab	4900	Interdisciplinary Studies				5,770	-740	5,030	\$242.00	\$1,217,260
215	Class Lab Service	4900	Interdisciplinary Studies				1,500		1,500	\$242.00	\$363,000
300 - 355	Faculty Offices	0099 - 4999					880	-2,765	-1,885	\$26.03	\$0
300 - 355	Administration Offices	6000 - 9600					1,745	-4,586	-2,841	\$29.70	\$0
410-420	Library - Reading and Stack Space	6110, 6120					800		800	\$39.06	\$31,248
530-535	Audio Visual Arts	6130					990		990	\$116.19	\$115,028
680-685	Meeting Rooms	0000-9600						-590	-590	\$26.97	\$0
710-715	Data Processing/Computer Lab	0000-9600					240	-105	135	\$242.00	\$32,670
720-725	Maintenance & Shop Facility	6500-6599						-375	-375		\$0
650-655	Staff Lounge	0000-9600						-280	-280	\$26.97	\$0
Totals:							20,837	-38,629	-17,792		\$1,759,206

* Indicates manual override

12.1 - Justification For Additional Costs Exceeding Guidelines



Construction



Equipment

District: Grossmont-Cuyamaca Community College District **Project:** Instructional Building Phase 1
College: Cuyamaca College **Date:** August 1, 2018

There are no known additional costs for this project. The Quantities and Unit Costs contains all of the costs associated with this project.

13.1 - Detailed Equipment List

District: Grossmont-Cuyamaca Community College District

Project: Instructional Building Phase 1

College: Cuyamaca College

August 1, 2018

EPI 3560

Rm #	Room Description	Item Description	Units	Unit Cost	Total Cost	Less Existing Inventory	Total New Equipment Needed
	Computer Lab						
		Student Workstation	280	\$839	\$235,036		\$235,036
		Student Computer	280	\$2,224	\$622,611		\$622,611
		Student Chair	280	\$334	\$93,392		\$93,392
		Instructors Table	20	\$556	\$11,118		\$11,118
		Instructors Chair	20	\$556	\$11,118		\$11,118
		Instructors Computer	20	\$3,335	\$66,708		\$66,708
		Instructors Smart Workstation	10	\$2,668	\$26,683		\$26,683
		AV Interface Control System	10	\$1,668	\$16,677		\$16,677
		LCD Projector	10	\$2,224	\$22,236		\$22,236
		Sound System	10	\$1,668	\$16,677		\$16,677
		Visual Presenter	10	\$2,668	\$26,683		\$26,683
	Office						
		Box File Cabinet	60	\$556	\$33,354		\$33,354
		Lateral File Cabinet	30	\$500	\$15,009		\$15,009
		Upper Cabinets	30	\$556	\$16,677		\$16,677
		Computer	30	\$3,335	\$100,062		\$100,062
		Telephone	30	\$556	\$16,677		\$16,677
		Workstation	30	\$1,668	\$50,031		\$50,031
		Bookcases 36" Ht	60	\$445	\$26,683		\$26,683
		Staff Task Chair	30	\$556	\$16,677		\$16,677
		Guest Chair	60	\$389	\$23,348		\$23,348
	Study Room						
		Round Table	12	\$1,668	\$20,012		\$20,012
		Student Chair	100	\$334	\$33,354		\$33,354
		Instructors Table	2	\$556	\$1,112		\$1,112
		Instructors Chair	2	\$556	\$1,112		\$1,112
		Instructors Computer	2	\$3,335	\$6,671		\$6,671
		Instructors Smart Workstation	2	\$2,668	\$5,337		\$5,337
		AV Interface Control System	1	\$1,668	\$1,668		\$1,668
		LCD Projector	1	\$2,224	\$2,224		\$2,224
		Sound System	1	\$1,668	\$1,668		\$1,668
		Visual Presenter	1	\$2,668	\$2,668		\$2,668
		Student Computer	50	\$2,224	\$111,181		\$111,181
	Distance Education						
		Student Chair	40	\$445	\$17,789		\$17,789
		10' Table	12	\$667	\$8,005		\$8,005
		Instructors Table	2	\$834	\$1,668		\$1,668
		Instructors Chair	2	\$556	\$1,112		\$1,112
		Instructors Computer	2	\$3,335	\$6,671		\$6,671
		Instructors Smart Workstation	2	\$2,668	\$5,337		\$5,337
		AV Interface Control System	1	\$1,668	\$1,668		\$1,668

Rm #	Room Description	Item Description	Units	Unit Cost	Total Cost	Less Existing Inventory	Total New Equipment Needed
	Data Room	LCD Projector	1	\$2,780	\$2,780		\$2,780
		Sound System	1	\$2,780	\$2,780		\$2,780
		Visual Presenter	1	\$2,668	\$2,668		\$2,668
		Distance Education System	1	\$38,913	\$38,913		\$38,913
	Miscellaneous	Server	4	\$2,780	\$11,118		\$11,118
		Server Rack	1	\$3,335	\$3,335		\$3,335
		Vacuum	2	\$2,224	\$4,447		\$4,447
		Storage Shelves	20	\$445	\$8,894		\$8,894
		Steam Cleaning Machine	1	\$2,668	\$2,668		\$2,668
		Propane Buffer	1	\$2,668	\$2,668		\$2,668
		Floor Wax Applicator	1	\$2,517	\$2,517		\$2,517
	Grand Total				\$1,759,503		\$1,759,503



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

April 20, 2018

Yvonne Nauta
San Diego Gas & Electric
8326 Century Park Ct., Bldg CP6
San Diego, CA 92123

Subject: Letter of Interest: California Community College New Construction for Partnerships /
Savings-by-Design Participation

Project Name: Grossmont-Cuyamaca CCD, Cuyamaca College, Instructional Building Phase I

Dear Ms. Nauta:

The Grossmont-Cuyamaca Community College District (GCCCD) would like to participate in the San Diego Gas & Electric Public Utilities New Construction for Partnerships / Savings-by-Design (NCP/SBD) program for the project identified above. We understand that this is a nonresidential new construction and renovation/remodel energy efficiency program, funded by utility customers through the Public Purpose Programs surcharge. We are interested in improving the energy efficiency of our upcoming projects using design assistance and financial incentives available through the NCP/SBD program.

GCCCD agrees to provide required documentation as requested which includes a completed application for each project. We are willing to consider efficiency recommendations that will improve the performance of these projects significantly beyond Title 24 (or other baseline) requirements.

GCCCD understands that participation in the NCP/SBD program is voluntary, and that we are under no obligation to modify the design or construction of our buildings based on resulting recommendations. We also understand that we will receive financial incentives only if we complete an agreement, our eligibility is confirmed by San Diego Gas & Electric, the performance of each building in the project meets program requirements, and the energy efficiency strategies are installed and verified by San Diego Gas & Electric.

Sincerely,

Ken Emmons
Director of Facilities
Grossmont-Cuyamaca Community College District

Cc: Harold Flood
Capital Outlay Specialist
California Community Colleges Facilities Planning Unit



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

APPENDIX I

FINAL PROJECT PROPOSAL BOARD PRESENTATION



GROSSMONT-CUYAMACA

COMMUNITY COLLEGE DISTRICT

2018 Final Project Proposals

July 17, 2018

Project Proposal Process





















*See FPP Development Process

Project Categories

CATEGORY	DEFINITION
A	Provides for safe facilities and to activate existing space
B	Increases instructional capacity
C	Modernizes instructional capacity
D	Promotes completion of existing campuses
E	Increases institutional support services capacity
F	Modernizes institutional support services capacity

Project Criteria / Scoring of Points

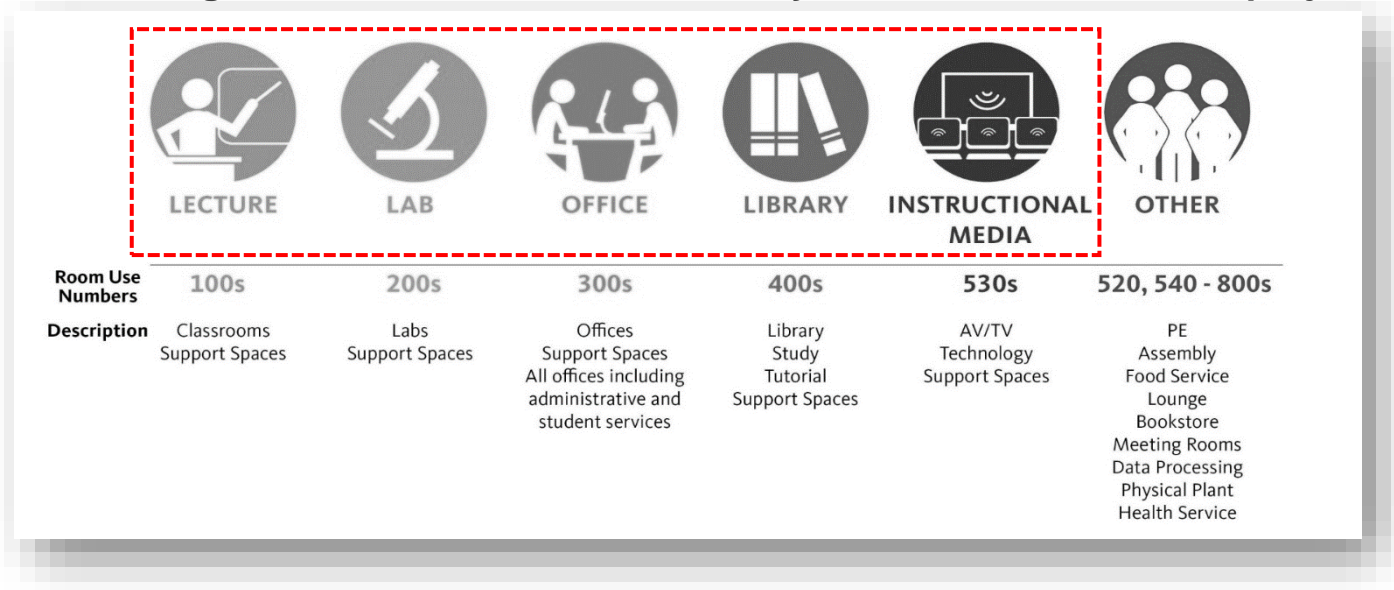
CATEGORY	Campus enrollment growth	Campus existing inventory	Solution ASF change	Age of bldg / FCI	Activation of Inactive Space	Project design	Age of site	Programs/services	Local contribution
A									
B									
C									
D									
E									
F									

Project Competitiveness

- Capacity Loads
 - Right sizing space based on enrollment and growth
- Project points (maximum 200)
 - Age of building = 2 pts/year
 - Local funding = 50 pts for 50%
 - Activate Unused space
- Competition
 - Highest points per category
- State capital outlay fund availability
 - Limited to budget allocation

Project Competitiveness

Capacity Load Categories State Reviews – Based on your enrollment data and projected growth



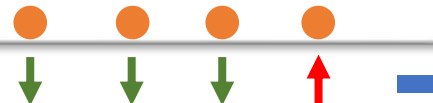
↓ 100% - More space than needed

↑ 100% - More space needed

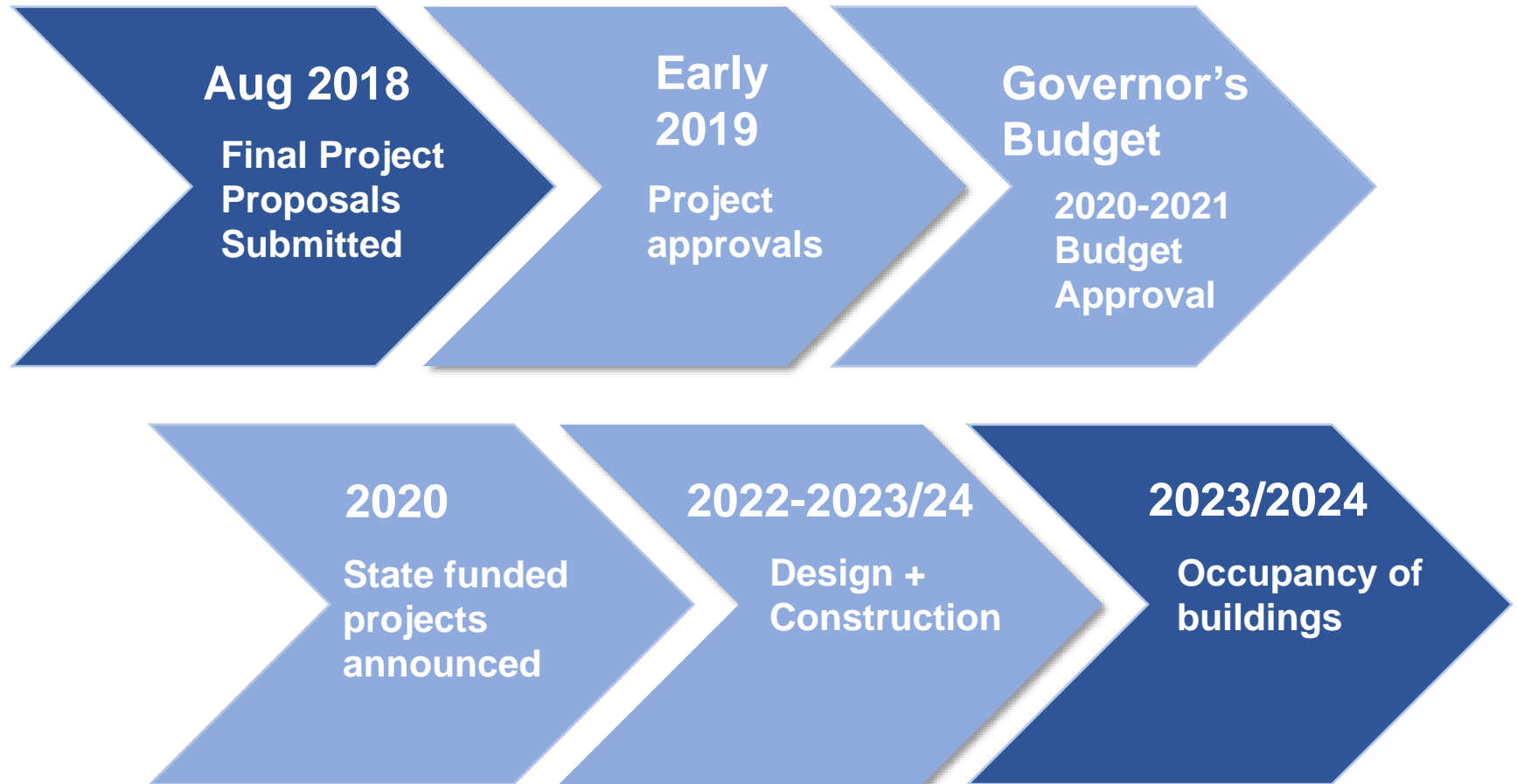
● Goal = Right size as much as possible based on what makes sense for each project

Example of FPP Summary Space Analysis

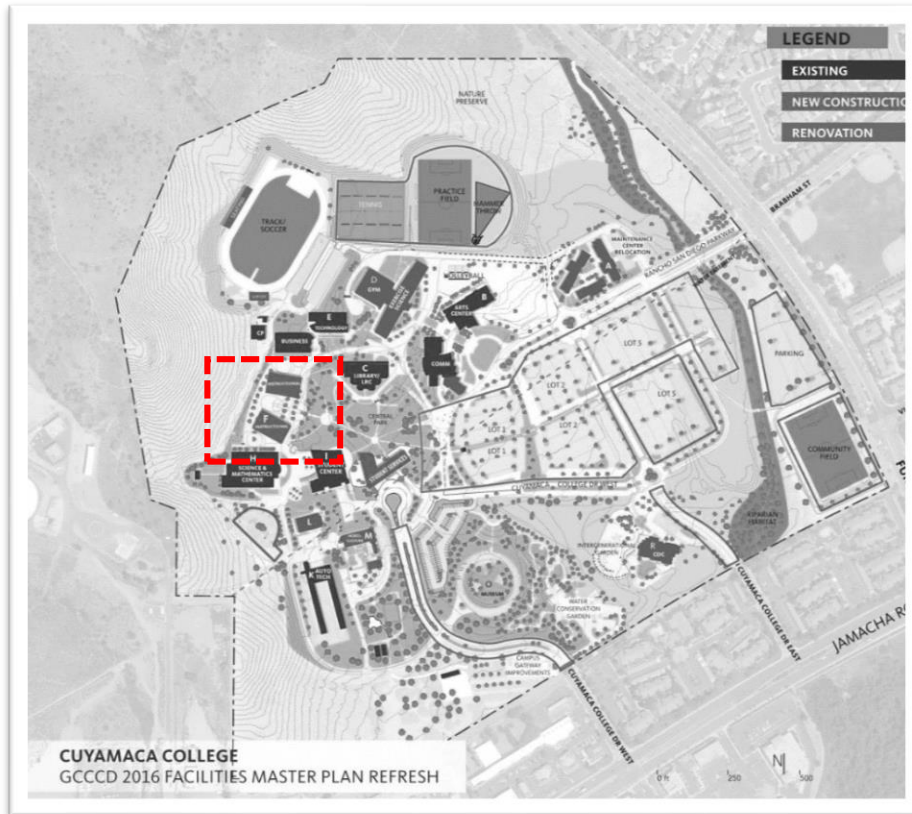
Space Analysis (ASF):								
	Type	Lecture	Lab	Office	Library	AV/TV	Other	Total
Primary	FPP Program	9,000	6,000	2,000	0	0	1,000	18,000
Secondary	Existing Program	-18,242	-11,479	-8,634	0	0	-1,433	-39,788
Net	Removed/Replaced	-9,242	-5,479	-6,634	0	0	-433	-21,788
Beg. Cap/Load Ratios (2020)		142.3%	266.7%	137.4%	80.1%	15.2%	N/A	140.7%
End. Cap/Load Ratios (2023)		109.4%	241.5%	100.2%	84.8%	15.0%	N/A	115.6%



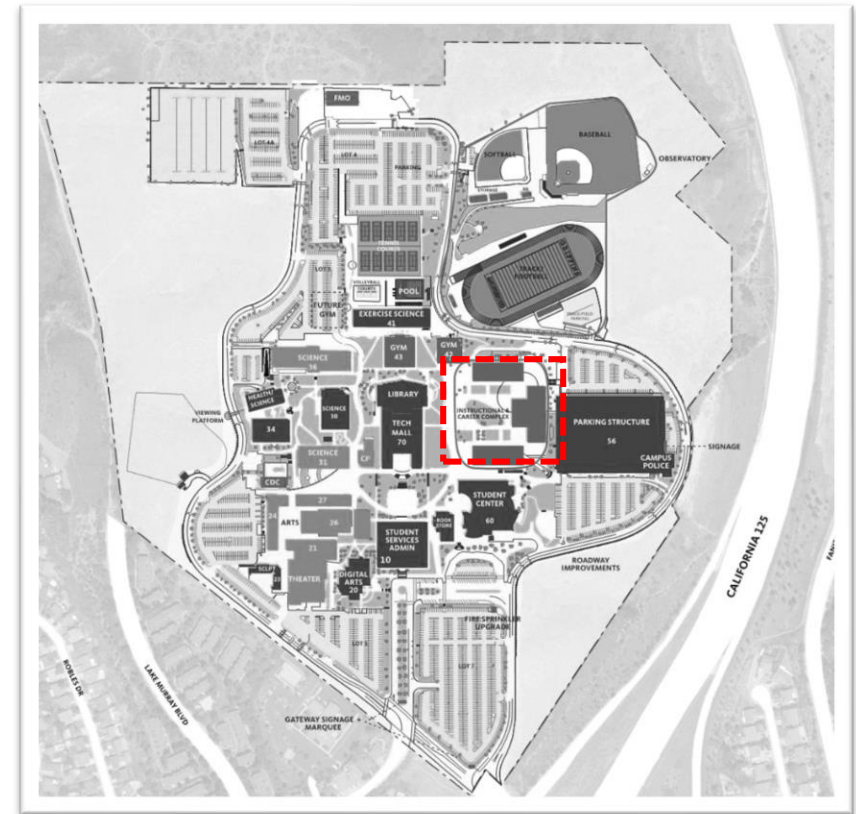
Approval + Funding Cycle



Identified Projects in FMP to Apply for 50% State Funding



Cuyamaca College
Building F Replacement



Grossmont College
Buildings 51/55 Renovation

FPP Development Process

CUYAMACA COLLEGE

Meeting # 1 – March 13

Meeting #2 – April 5

Meeting #3 – April 18

Meeting #4 – May 9

(With leadership)

GROSSMONT COLLEGE

Meeting # 1 – March 14

Meeting #2 – March 27

Meeting #3 – May 7

Meeting #3 Ext – May 21

Meeting #4 – May 31

(With leadership)

Cuyamaca College

Instructional Building

Legend:

- CLASSROOM / LECTURE (Blue)
- LAB (Green)
- OFFICE (Orange)
- AV/TV / DISTANT (Grey)
- SUPPORT (Light Grey)

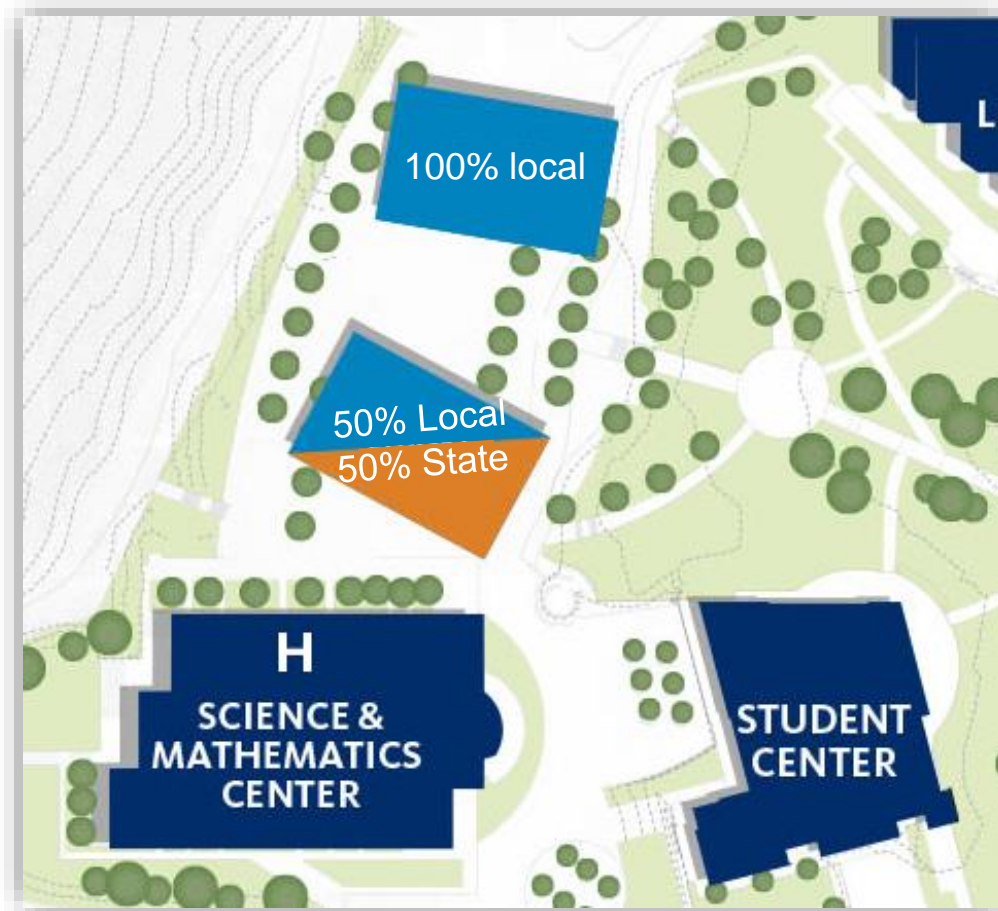
Room Details:

- Corridor F700:** F728 LAB SER. 270 SF, F726 48 MODULES LAB 1,112 SF, F627 36 MODULES 470 SF, F625 29 MODULES 592 SF, F722 LAB STO. 558 SF, F621 45 MODULES LAB 928 SF, F718 375 SF, F619 105 SF, F617 360 SF, F716 30 SEATS CLASSROOM 452 SF, F613 36 SEATS CLASSROOM 998 SF, F712 177 SF, F710 42 SEATS CLASSROOM 562 SF, F708 138 SF, F706 133 SF, F702 50 SEATS CLASSROOM 551 SF, F607 58 MODULES LAB 1,457 SF, F609 170 SF, F601 26 MODULES LAB 1,536 SF, F603 170 SF, F604 64 MODULES CLASSROOM 1,235 SF, F606 60 MODULES LAB 1,165 SF, F505 60 MODULES LAB 1,165 SF, F503 170 SF, F504 71 SF, F506 35 SEATS CLASSROOM 571 SF, F507 64 SEATS CLASSROOM 1,170 SF, F513 64 SEATS 1,170 SF, F517 CLASSROOM, F519 LAB STORAGE 494 SF, F620 64 MODULES LAB 1,168 SF, F622 70 SF, F616 170 SF, F614 64 SEATS CLASSROOM 1,170 SF, F618 CLASSROOM, F515 170 SF, F516 71 SF, F518 42 SEATS CLASSROOM 571 SF, F514 42 SEATS CLASSROOM 571 SF, F512 42 SEATS CLASSROOM 571 SF, F508 42 SEATS CLASSROOM 571 SF, F500 42 SEATS CLASSROOM 571 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 SCALE 1/32" = 1'-0"

Gensler

State vs. Local Funding – Cuyamaca College



MASTER PLAN

- **Building F** will be demolished in part or whole and replaced
- Two new Instructional buildings are planned to be built in its place

FUNDING STRATEGY

- **Building 1:**
50% state funds/50% local funds
- **Building 2:**
100% locally funded

District: Grossmont-Cuyamaca Community College District Project Category: C Occupancy Date: 2023/2024
Campus: Cuyamaca College Last Revised Date: 6/13/2018
Project Name: Instructional Building Phase 1 District Priority: 6

Project Description:

The 1978 constructed F Building Complex is a series of row buildings tied together through a common corridor system along with a couple of smaller buildings. The buildings house general education and technical education academic programs. The F Building Complex was modern when constructed, but now 40 years later cannot support the technological advancements and other facility requirements demanded by students and faculty. This project demolishes the F Building Complex (space inventory buildings F 100 (15), F 200 (12), F 300-400 (11), F 400-500 (13), F 500-600 (14), F 600-700 (16), and F 800 (46), totaling 39,788 asf/ 52,173 gsf and downsizes the space with a 31,518 gsf and 20,837 asf facility comprised of 8,912 asf lecture, 7,270 asf lab, 2,625 asf office, 800 asf library, 990 asf AVTV and 240 asf of Other space.

Category: C

Item	Score	Actual Data
Age of Building or FCI	74	42 years old
Activates Unused Space	30	Click for popup
Local Contribution	50	\$11,686,043/ \$23,355,623
Total	154	

Activates Unused Space Criteria

Does the project activate space?

If yes, does the current inventory show inactive (050 room use code) space affected by the project?

If yes, is the amount of space activated by the project greater than 5% of total project space?

☒ If the answer is yes to ALL of the above questions, check the box to the left

Space Analysis (ASF):

Type	Lecture	Lab	Office	Library	AV/TV	Other	Total
Primary	8,912	7,270	2,625	800	990	240	20,837
Secondary	-17,790	-10,101	-7,351	0	0	-3,387	-38,629
Net	-8,878	-2,831	-4,726	800	990	-3,147	-17,792
Beg. Cap/Load Ratios (2020)	145.8%	267.5%	140.1%	79.1%	15.1%	N/A	142.5%
End. Cap/Load Ratios (2023)	114.2%	248.3%	107.2%	87.9%	31.2%	N/A	121.3%

Cost

Project Phase	Funding Date	State Funds Requested	Non State Funds	Project Cost
Land Acquisition				
Preliminary Plans	2020/2021	\$424,000	\$424,000	\$848,000
Working Drawings	2020/2021	\$450,000	\$450,000	\$900,000
Construction	2021/2022	\$10,795,000	\$9,053,000	\$19,848,000
Equipment	2021/2022		\$1,759,000	\$1,759,000
Totals		\$11,669,000	\$11,686,000	\$23,355,000

FPP – Project Scenario Report

- Submitted in 2017
- Occupancy 2024
- Estimated cost: \$23.36 million

Scoring

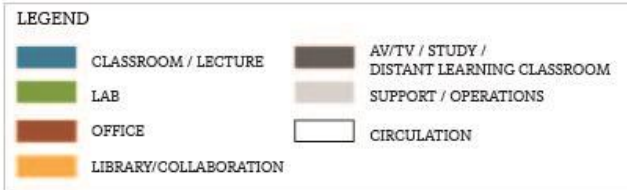
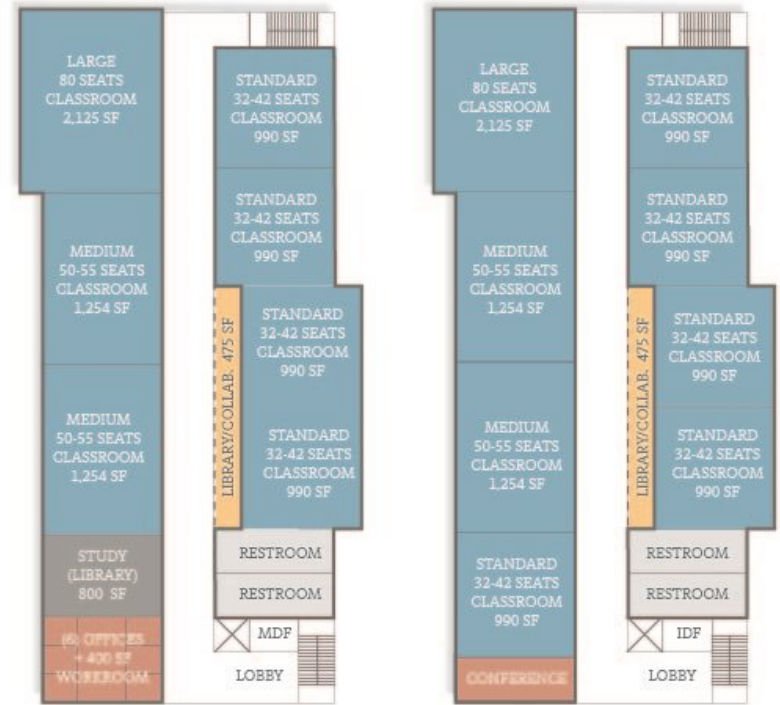
Category: C

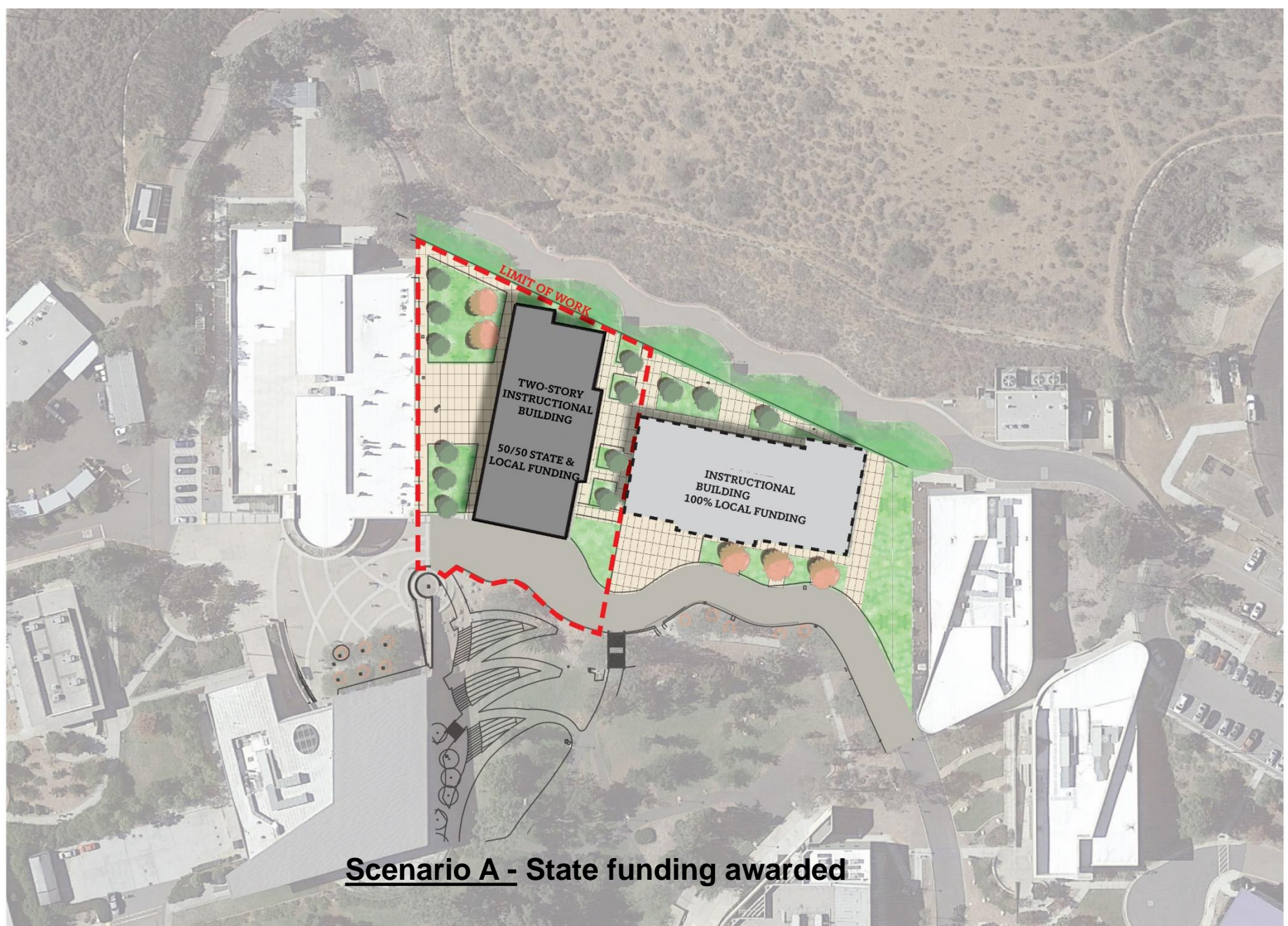
Item	Score	Actual Data
Age of Building or FCI	74	42 years old
Activates Unused Space	30	
Local Contribution	50	\$11,686,043/ \$23,355,623
Total	154	

Cuyamaca College Instructional Building - FPP Program

	# of Proposed Rooms	# Sta	ASF/Sta	ASF/ Room	ASF	Remarks
LECTURE					8,912	
Standard Classroom	2	35	28	990	1,980	
Medium Classroom - Type 2	2	55	29	1,585	3,170	
Medium Classroom - Type 1	3	64	20	1,254	3,762	
LAB					7,270	16,182
Computer Labs	5	35	33	1,154	5,770	Astronomy, CAD, Surveying, Engineering, Computer Lab
Lab Support	2			750	1,500	
OFFICE					2,625	
Standard Office	6	1	80	80	480	Faculty
VP Office	1	1	200	200	200	Admin
VP Staff	1	5		580	580	Admin
Faculty/Staff Workroom	1			400	400	Faculty
Mail Room	1			580	580	Admin
Duplicating Room	1			385	385	Admin
AV/IT + OTHER					2,030	
Study/Library	1			800	800	
Distance Learning Classroom	1	35	28	990	990	
MDF/IDF	2			120	240	
				ASF	20,837	
				GSF	31,518	

CUYAMACA COLLEGE INSTRUCTIONAL BUILDINGS





Scenario A - State funding awarded

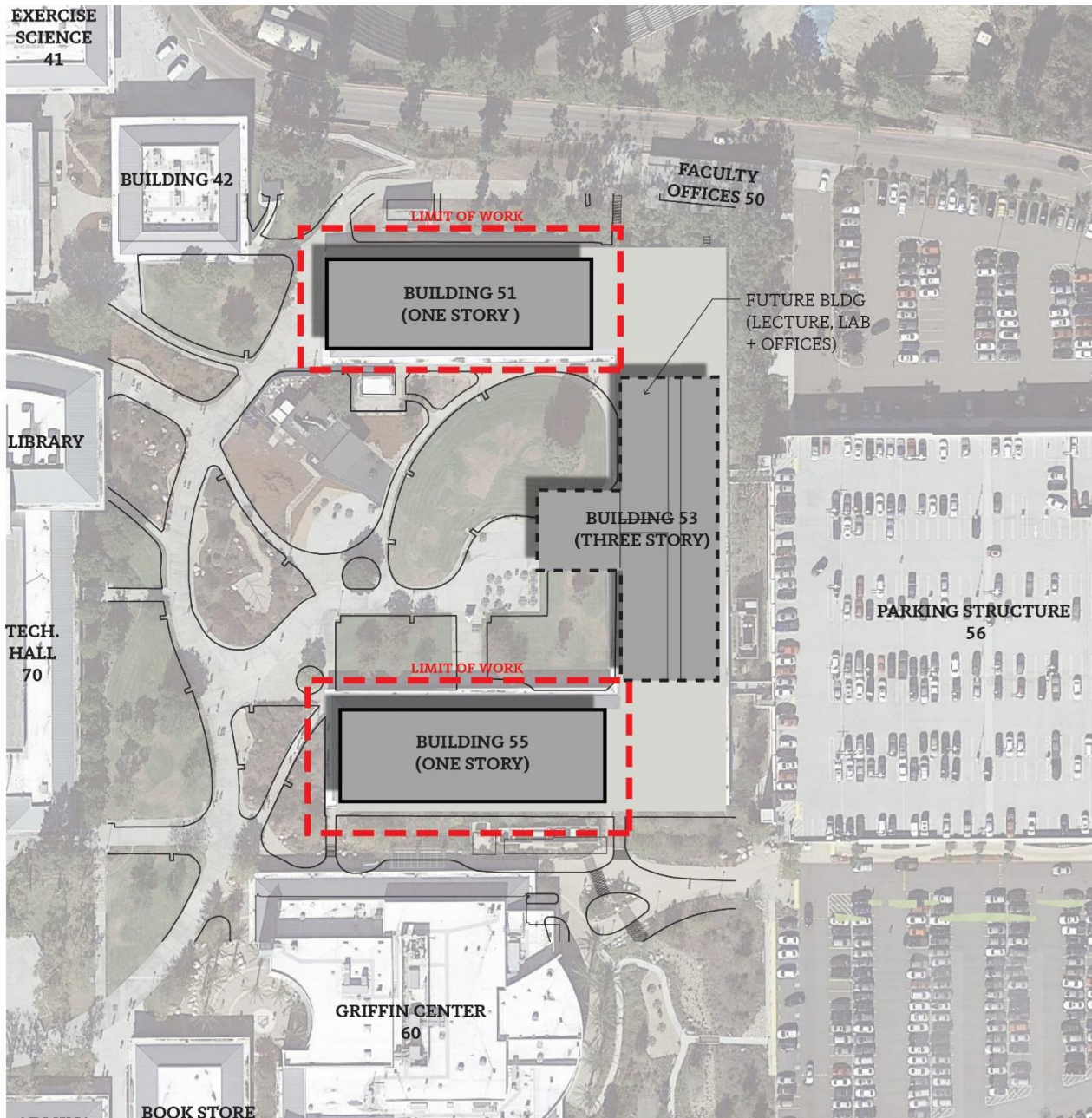
100% locally funded replacement building for all of Building F would mean a smaller building or phased replacement

Scenario B - No State funding awarded

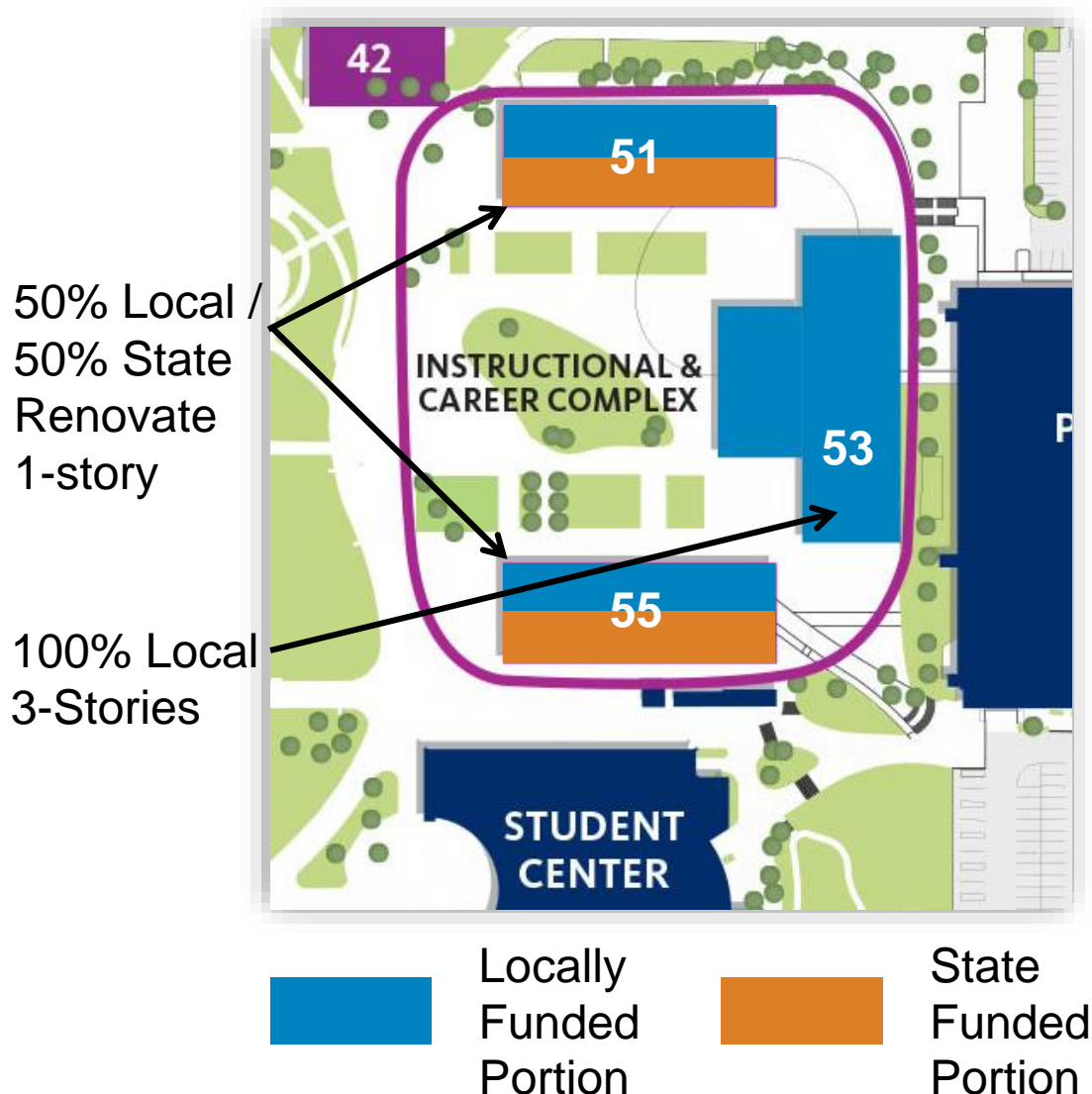


**Grossmont College
Buildings 51/55 Renovation**

Liberal Arts + Business + CSIS



State vs. Local Funding – Grossmont College

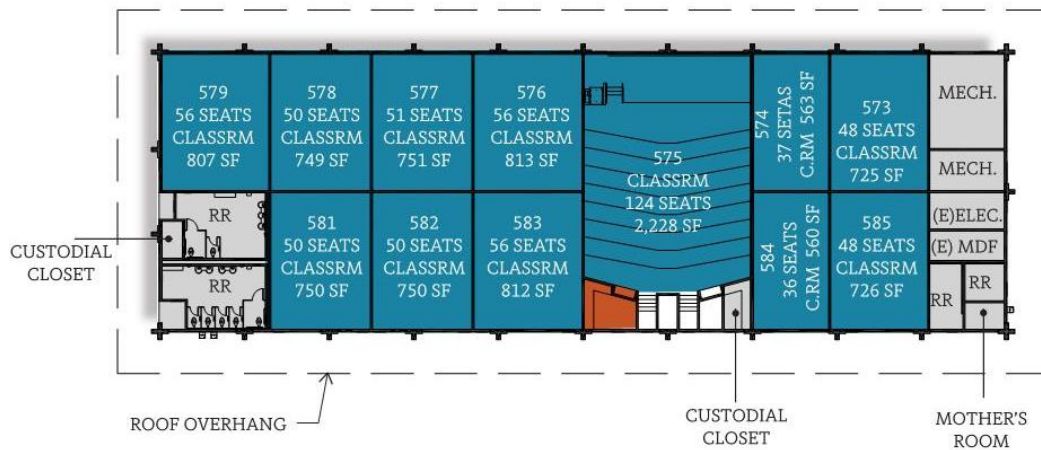


MASTER PLAN

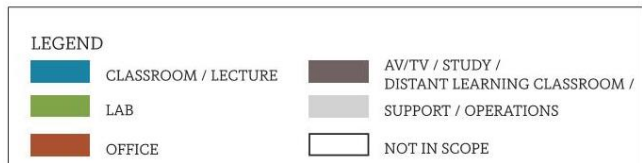
- **Buildings 51/55** will be renovated
- **Buildings 52/53/54** will be demolished
- **Building 53** is planned to be demolished and replaced with a 3-story Instructional building

FUNDING STRATEGY

- **Buildings 51/55**
50% State funds/50%
Local funds



BUILDING 51



BUILDING 55

FPP – Project Scenario Report

- Project name updated to Liberal Arts + Business + CSIS
- Submitted in 2017
- Occupancy 2024
- Estimated cost: \$17.85 million

Scoring

California Community Colleges

Project Scenario Summary 2020

7/5/2018 3:18:54 PM

Liberal Arts/Business/CSIS (Official Version)

Page 1

District:

Grossmont-Cuyamaca Community College District

Project Category

C

Occupancy Date

2023/2024

Campus:

Grossmont College

Last Revised Date

6/12/2018

Project Name:

Liberal Arts/Business/CSIS

District Priority

7

Project Description:

The Liberal Arts Quad complex is made up of five buildings that are literally touching each other. These are 54 Academic Office South - Bldg. #51, 55 Liberal Arts South - Bldg. #52, 53 Liberal Arts East - Bldg. #53, 52 Academic Office North -Bldg. #54 and 51 Liberal Arts North - Bldg. #55. These facilities are used for Liberal Arts Studies as well as faculty offices. This projects scope of work will consist of modernizing two of the five facilities in the complex. Those are #52 - the 55 Liberal Arts South Building and #55 - the 51 Liberal Arts North Building. The Liberal Arts South Building is a 16,384 GSF facility that was constructed in 1964 and has a 58% Facilities Condition Index (FCI). It's 12,325 ASF configuration is no longer conducive to a 21st century learning environment. The Liberal Arts North Building is a 15,549 GSF facility that was constructed in 1967 and has a 56% FCI. It's 10,536 ASF configuration is also outdated and no longer works well with modern day teaching methodologies.

Category: C

Item

Score

Actual Data

Age of Building or FCI

102

56 years old

Activates Unused Space

0

Click for popup

Local Contribution

50

\$8,923,097/
\$17,849,023

Total

152

Activates Unused Space Criteria

Does the project activate space?

If yes, does the current inventory show inactive (050 room use code) space affected by the project?

If yes, is the amount of space activated by the project greater than 5% of total project space?

☐ If the answer is yes to ALL of the above questions, check the box to the left

Space Analysis (ASF):

Type	Lecture	Lab	Office	Library	AV/TV	Other	Total
Primary	14,636	4,424	362	1,980	1,263	240	22,905
Secondary	-17,532	-4,989	-250	0	-90	0	-22,861
Net	-2,896	-565	112	1,980	1,173	240	44
Beg. Cap/Load Ratios (2020)	106.3%	185.4%	98.7%	77.6%	73.9%	N/A	105.5%
End. Cap/Load Ratios (2023)	98.5%	177.8%	85.4%	79.4%	82.0%	N/A	98.8%

Cost

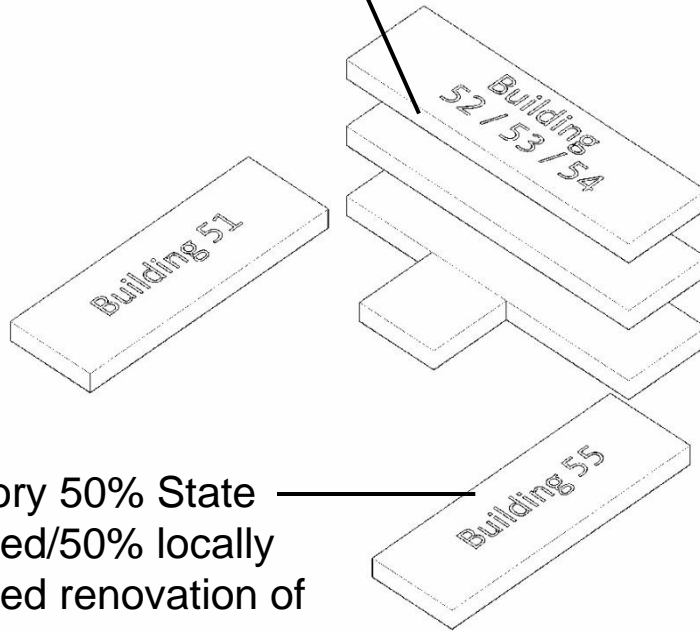
Project Phase	Funding Date	State Funds Requested	Non State Funds	Project Cost
Land Acquisition				
Preliminary Plans	2020/2021	\$400,000	\$400,000	\$800,000
Working Drawings	2020/2021	\$413,000	\$413,000	\$826,000
Construction	2021/2022	\$8,113,000	\$7,836,000	\$15,949,000
Equipment	2021/2022		\$275,000	\$275,000
Totals		\$8,926,000	\$8,924,000	\$17,850,000

Category: C		
Item	Score	Actual Data
Age of Building or FCI	102	56 years old
Activates Unused Space	0	Click for popup
Local Contribution	50	\$8,923,097/ \$17,849,023
Total	152	

Grossmont Liberal Arts/Business/CSIS Building - FPP Program

		# of Proposed Rooms	# Sta	Average ASF/Sta	ASF/ Room	ASF	FPP Target	Remarks
LECTURE						14,636	17,531	
	Standard Classroom	5	32-42	24	990	4,850		2 classrooms are 940 SF
	Medium Classroom - Type 2	4	51-56	19	1,240	4,960		
	Medium Classroom - Type 1	2	54-56	25	1,254	2,508		
	Large Classroom	1	124	19	2,318	2,318		Room 575 - Existing to Remain
LAB						4,424	4,500	
	Standard Lab	4	36-45	22	1,106	4,424		
OFFICE						362	230	
	Standard Office	3	1	80	80	240		
	Existing to Remain - Office	1	1	122	122	122		Room 575A - Existing to Remain
AV/IT + OTHER						3,483	600	
	Distance Learning Classroom	1	40	29	1,173	1,173		
	Library/Study	2	20	50	990	1,980		
	Support Rooms at 575	1			90	90		Room 575 D - Existing to Remain
	MDF/IDF	2				240		
						ASF 22,905		
						GSF 25,755		

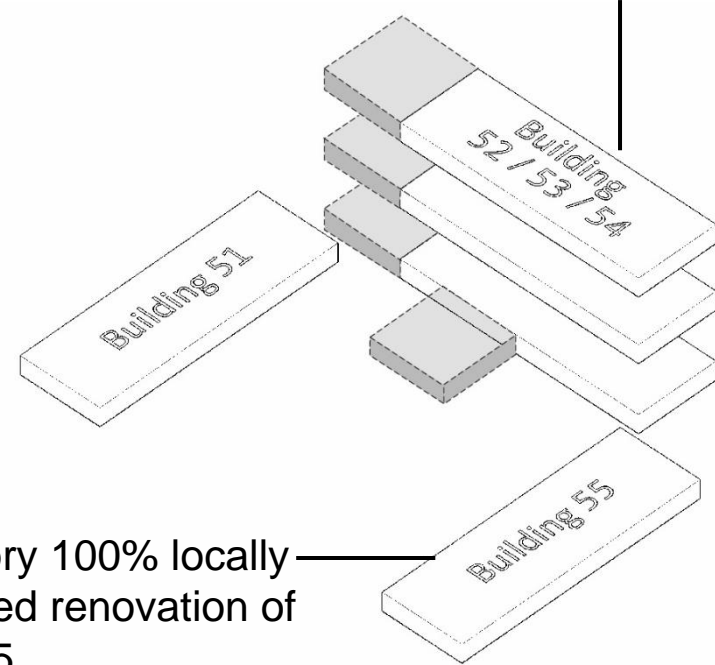
3-story 100% locally
funded replacement
building for 52/53/54



1-story 50% State
funded/50% locally
funded renovation of
51/55

Scenario A - State funding awarded

2 or 3-story 100% locally
funded replacement
building for 52/53/54
with less space or
phased construction



1-story 100% locally
funded renovation of
51/55

Scenario B - No State funding awarded

Thank you.

Gensler



GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT

APPENDIX J
AGREEMENT FOR ARCHITECTURAL SERVICES

AGREEMENT FOR ARCHITECTURAL SERVICES

1. Parties and Date

This Agreement is made and entered into this _____ of _____, 20____, by and between the **GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**, a community college district organized under the laws of the State of California with its principal place of business at 8800 Grossmont College Drive, El Cajon, CA 92020 ("District") and _____, with its principal place of business at _____, ("Architect"). District and Architect are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. Recitals

2.1 The District is a community college district organized under the laws of the State of California, with power to contract for the services provided for herein pursuant to California Government Code Section 53060.


2.2 The District desires to retain a duly qualified and licensed Architect to perform Architectural Design Services necessary for the full and adequate completion of the District's Projects within the scope of the Architectural Services provided by Architect pursuant to this Agreement, through issuance by the District of a Project Authorization Letter as provided herein.

2.3 Architect warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Architect is a corporation or other organization, the Project Architect designated pursuant to Section 3.2, and not the Architect itself, shall be fully licensed to practice as an architect in the State of California.

3. Terms

3.1 **Employment of Architect.** Architect promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional, architectural, and related services in accordance with the Architect's professional standards of care consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Architect shall be subject to the sole and discretionary approval of the District, which approval shall not be unreasonably withheld.

3.2 **Project Architect; Key Personnel.** Upon Receipt of a Project Authorization Letter, Architect shall name a specific person to act as Project Architect, subject to the approval of District. The Project Architect shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Architect for all purposes under this Agreement; (3) supervise and direct the Services in accordance with his or her professional standard of care; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Architect shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Architect shall be of at least equal competence as the prior Project Architect. In the event that District

	GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT	CONTRACT C##### CONSULTANT NAME DATE:<MONTH DAY, YEAR>
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and Architect cannot agree as to the substitution of a new Project Architect, District shall be entitled to terminate this Agreement.

In addition to the Project Architect, Architect has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Architect may substitute others of at least equal competence upon written approval of the District. In the event that District and Architect cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District shall be promptly removed from the Project by the Architect at the request of the District. The key additional personnel, engineers and consultants for performance of this Agreement are as follows:

- Structural Engineer – To Be Determined
- Mechanical Engineers – To Be Determined
- Electrical Engineers – To Be Determined
- Civil Engineers – To Be Determined
- Landscape Architects – To Be Determined
- Interior Design Architect – To Be Determined
- Cost Estimating – To Be Determined
- Lab Specialist - To Be Determined

3.3 **Hiring of Consultants and Personnel.**

3.3.1 **Right to Hire or Employ.** Architect shall have the option to employ at its expense architects, engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative or other responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's architects, engineers, experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion.

3.3.2 **Qualification and License.** All architects, engineers, experts and other consultants retained by Architect in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 **Standards and Insurance.** All architects, engineers, experts and other consultants hired by Architect shall be required to meet all of the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Architect's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 **Assignments or Staff Changes.** As provided in the Agreement, any changes in Architect's consultants and key personnel shall be subject to approval by District.

3.3.5 **Draftsman and Clerical Support.** Draftsmen and clerical personnel shall be retained by Architect at Architect's sole expense.

3.4 **Standard of Care; Performance of Employees.**

3.4.1 **Standard of Care.** Architect shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to assigned Project as a result of Architect's failure to meet the mutually agreed upon design schedule for the assigned Project. Without limiting the foregoing, Architect shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the assigned Project. Architect represents and maintains that it is skilled in the professional calling necessary to perform the Services. Architect represents that all of its employees, architects, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Architect represents that it, its employees, architects, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.4.2 **Performance of Employees and Consultants.** Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the assigned Project, a threat to the safety of persons or property, or who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Architect and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 **Laws and Regulations.**

3.5.1 **Knowledge and Compliance.** Architect shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or the Project, and shall give all notices required of the Architect by law. Architect shall be liable and pursuant to the standard of care and indemnification provisions of this Agreement for all violations of such laws and regulations in connection with its Services.

3.5.2 **Drawings and Specifications.** Architect shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), and the State Department of Education and the California Department of General Services, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations after this time, which were not known or reasonably should not have been known, by Architect may be compensated as Additional Services. Architect shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the assigned Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 **Americans with Disabilities Act.** With respect to the Americans with Disabilities Act (“ADA”), and any related state accessibility laws, rules and regulations, District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Architect cannot warrant or guarantee that its interpretation will be correct. Architect will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretation. District agrees that Architect’s sole liability, respecting the interpretation of the federal and state accessibility laws, is Architect’s correction of Architect’s plans, specifications and other documents.

3.5.4 **Permits, Approvals and Authorizations.** Architect shall provide District with a list of permits, approvals or other authorizations required for the assigned Project from federal, state or local governmental bodies with approval jurisdiction over the Project. Architect shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 **Independent Contractor.** District retains Architect on an independent contractor basis, and Architect is not an employee of District. Architect is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Architect shall also not be employees of District, and shall at all times be under Architect's exclusive direction and control. Architect shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of Services under this Agreement and as required by law. Architect shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 **Schedule of Services.**

3.7.1 **Timely Performance Standard.** Architect shall perform all Services hereunder as expeditiously as is consistent with professional skill and care. Architect further agrees within its standard of care to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 **Performance Schedule.** Architect shall prepare an estimated time schedule for the performance of Architect's Services, to be adjusted as the assigned Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over Project approval and funding. If District and Architect cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule shall not be exceeded by Architect without the prior written approval of District. If the Architect's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District may suffer damage for which the Architect may be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 **Excusable Delays.** Any delays in Architect's work caused by the following shall be added to the time for completion of any obligations of Architect: (1) the actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Architect; (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Architect; and (6) suspension of work by the Architect resulting from District’s non-payment of undisputed invoiced fees per Paragraph 3.13.4 of this agreement excepting any

fees being withheld per Paragraph 3.11.5. Neither the District nor the Architect shall be liable for damages, liquidated or otherwise, to the other on account of such excusable delays.

3.7.4 Request for Excusable Delay Credit. The Architect shall, within ten (10) calendar days of the beginning of any excusable delay, notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay and grant an extension of time for completing the Services when, in its reasonable judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. The sole remedy of Architect for extensions of time shall be an extension of the performance time at no cost to the District. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.


3.8 Architect Services. Architect shall fully and adequately complete the Services described in this Agreement and in Exhibit "A" attached hereto and incorporated herein by reference.

3.9 Additional Architect Services. At District's request, Architect may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the assigned Project, but which the parties did not reasonably anticipate would be necessary for the Architect to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Architect as to the compensation to be paid for such services. District shall pay Architect for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect pursuant to the indemnification provision of this Agreement. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Architect was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above.

3.10 District Responsibilities. With respect to this agreement, the District shall be responsible for the accuracy of all information provided to the Architect, and shall indemnify, defend and hold harmless the Architect against any action that comes as a result of inaccuracy, errors or omissions in the information provided by the District or any of the District's consultants provided. However, Architect shall employ its reasonable professional standard of care in using District provided information. District's responsibilities shall include the following:

3.10.1 Data and Information. District shall make available to Architect all necessary data and information concerning the purpose and requirements of the assigned Project, including scheduling and budget limitations, objectives, constraints, and criteria. As part of the budget limitation information, the District shall provide the Architect with a preliminary construction budget ("District's Preliminary Construction Budget"). As indicated in Exhibit "B" attached hereto, the District's Preliminary Construction Budget shall be used to estimate the Architect's Basic Compensation for the Project, subject to change as provided in Exhibit "B" attached hereto.

3.10.2 Project Survey. If required pursuant to the scope of the assigned Project and if requested by Architect, District shall furnish Architect with, or direct Architect to procure at District's

	GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT	<div>CONTRACT C#####</div> <div>CONSULTANT NAME</div> <div>DATE:<MONTH DAY, YEAR></div>
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expense, a survey of the Project site prepared by a registered surveyor or civil engineer, any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other such pertinent information.

3.10.3 **Inspector of Record.** District shall appoint and pay an Inspector of Record as provided by state law. The Inspector of Record shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of the Architect, and shall be responsible to, and act in accordance with the policies of District. The Inspector of Record shall be compensated by the District and shall be under direct contract with the District. The construction administration by Architect and its engineers or other consultants shall complement the continuous personal supervision of the Inspector of Record. The Inspector of Record shall perform all Services required pursuant to applicable state and federal laws, rules and requirements. Architect(s) may rely on the Inspector of Record's performance of Services.

3.10.4 **Bid Phase.** Assist with Construction Documents for bidders and assist in the review of bids for the Project.

3.10.5 **Testing.** Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.


3.10.6 **Required Inspections and Tests.** Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules, or regulations.

3.10.7 **Fees of Reviewing or Licensing Agencies.** Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.10.8 **District's Representative.** Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Architect and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Architect in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.10.9 **Review and Approved Documents.** District shall review all documents submitted by Architect, including change orders and other matters requiring approval by the District's Governing Board or other officials. District shall advise Architect of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.11 **Compensation.**

	GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT	CONTRACT C##### CONSULTANT NAME DATE:<MONTH DAY, YEAR>
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3.11.1 **Architect's Compensation for Services.** Total Compensation amount for each Project Authorization Letter shall be based upon the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. Invoices will include supporting documentation that shows time worked on an hourly basis for the period covered by invoice.

3.11.2 **Payment for Additional Services.** Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Architect shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the rates and in the manner set forth in Exhibit "C" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Architect shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.11.3.

3.11.3 **Reimbursable Expenses.** Reimbursable expenses are in addition to compensation for the Services and Additional Services. Architect shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "C" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Architect in the interest of the Project. Architect shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project, (2) out-of-town travel expenses incurred in connection with the Project, (3) fees paid for securing approval of authorities having jurisdiction over the Project, and (4) other costs, fees and expenses totaling in excess of Five Hundred and No/100 Dollars (\$500.00) per month. If Architect's main place of business is outside of the San Diego area, travel to the District in the normal course of business will not be reimbursed. All reimbursable expenses shall be billed to the District at no more than ten percent (10%) markup and Architect Consultants no more than five percent (5%).

3.11.4 **Payment to Architect.** Architect's compensation and reimbursable expenses shall be paid by District to Architect no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the phasing and funding schedule provided in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Architect shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. The amount paid to Architect shall never exceed the percentage amounts authorized by the phasing and funding schedule located in Exhibit "B" attached hereto. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Architect shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods as appropriate, through the date of the statement. District shall, within thirty (30) days of

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receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in the termination provision herein.


3.11.5 **Withholding Payment to Architect.** Following a written notice and opportunity to meet and confer, the District may withhold payment, pursuant to Civil Code section 3320, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the negligent acts, errors or omissions or willful misconduct protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Architect is liable under the Agreement or state law. Payments to the Architect for compensation and reimbursable expenses due shall not be contingent on the construction, completion, or ultimate success of the Project. Payment to the Architect shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Architect's reasonable control.

3.11.6 **Prevailing Wages.** Architect is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Architect agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws, as they pertain to the positions covered by prevailing wage. District shall provide Architect with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Architect shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker covered by prevailing wage needed to execute the Services available to interested parties upon request, and shall post copies at the Architect's principal place of business and at the Project site. Architect shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Architect or its consultants to comply with the Prevailing Wage Laws with respect to those workers in positions covered by prevailing wage.

3.12 **Notice to Proceed.** Architect shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.13 **Termination, Suspension and Abandonment.**

3.13.1 **District's Termination for Convenience.** District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the assigned Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Architect shall be provided with at least fifteen (15) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Architect shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Architect as stipulated in Paragraph

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3.11.5 of this agreement. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to complete the work performed to the date of suspension, abandonment or termination. Architect hereby expressly waives any and all claims for damages or compensation arising under this Section, except as set forth herein, in the event of such suspension, abandonment or termination.

3.13.2 **Architect's Termination for Cause.** This Agreement may be terminated by the Architect with at least fifteen (15) days advanced written notice to the District only when the District has substantially failed to perform its obligations under this Agreement. The written notice shall include a description of the District's failure to perform and status of the work completed as of the date of termination together with a description and a cost estimate of the effort necessary to complete work in progress. In such event, the Architect shall be compensated for services completed to the date of termination, together with compensation for such Additional Services performed after termination which are authorized by the District to wind up the work performed to the date of termination. Upon the District's request and authorization, Architect shall perform any and all Additional Services necessary to wind up the work performed to the date of termination.

3.13.3 **District's Suspension of Work.** If Architect's Services are suspended by District, District may require Architect to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Architect.

3.13.4 **Architect's Suspension of Work.** The Architect may suspend all services relative to the assigned Project for non-payment by the District of undisputed invoices from the Architect in excess of forty-five (45) days past due from the date of the invoice. Invoices against which fee is being duly withheld per Paragraph 3.11.5 shall not be cause for suspension of the work. The Architect shall notify the District fourteen (14) calendar days prior to suspending work. If the Architect does not receive payment of undisputed invoices within fourteen (14) days of the notification of intent to suspend work, the Architect may cease all activities related to the Project. Upon receipt of payment from the District, the Architect shall immediately resume work relative to the Project. The Architect shall not be held responsible or liable in any respect for direct or indirect damages to the District as a result of delays caused by said suspension of work. The District shall indemnify, hold harmless and defend the Architect against any and all actions that come as a result, direct or indirect, of the suspension of work due to failure to pay undisputed invoices.

3.13.5 **Documents and Other Data.** Within seven (7) calendar days following suspension, abandonment or termination of this Agreement, Architect shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Architect's Services under this Agreement. Upon payment of the amount required to be paid to Architect pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Architect under this Agreement. In the event of a dispute regarding the amount of compensation to which the Architect is entitled under the termination provisions of this Agreement, Architect shall provide all Project Documents to District upon payment of the undisputed amount. Architect shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Architect shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense. District shall indemnify the Architect for any claims brought against Architect for the reuse of documents where such reuse has occurred without the Architect.

3.13.6 **Employment of other Architects.** In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.14 **Ownership and Use of Document; Confidentiality.**

3.14.1 **Ownership.** Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Architect or other applicable subcontractors or consultant, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed.

Within thirty (30) calendar days following completion of the Project, Architect shall provide to District copies of all Project Documents required by District. In addition, Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Architect shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.14.2 **Right to Use.** Architect grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion and with no additional compensation to Architect, for the following purposes:

- (A) The construction of all or part of this Project;
- (B) The repair, renovation, modernization, replacement, reconstruction, or expansion of this Project at any time;
- (C) The construction of another project by or on behalf of the District for its ownership and use;

District is not bound by this Agreement to employ the services of Architect in the event such documents are used or reused for these purposes. District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit District's right to recover for latent defects or for errors or omissions of the Architect.

Any use or reuse by District of the Project Documents on any project other than this Project without employing the services of Architect shall be at District's own risk with respect to third parties. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Architect's seal from the Project Documents and hold harmless Architect and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project.

Architect shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Architect, a party for which the Architect is legally responsible or liable, or anyone approved by the Architect.

3.14.3 **Right to License.** Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents that were prepared by design professionals other than Architect and provided to Architect by District.

3.14.4 **Confidentiality.** All Project Documents, either created by or provided to Architect in connection with the performance of this Agreement, shall be held confidential by Architect to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Architect for any purposes other than the performance of the Services. Architect shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Architect which is otherwise known to Architect or is generally known, or has become known, to the related industry shall be deemed confidential. Architect shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the written consent of District.

3.15 **Indemnification.** To the fullest extent provided by law, the Architect shall indemnify, and hold the District, its Board members, officials, officers, employees, and Consultants free and harmless from damage, loss, liability, injury and costs, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, errors or omissions, or willful misconduct of the Architect, its officials, officers, employees, consultants, contractors, or agents arising out of or in connection with the Architect's performance or non-performance of Services pursuant to this Agreement, including attorney's fees and other related costs and expenses. The Architect shall reimburse the District, its directors, officials, officers, employees, or Consultants for any costs incurred in any such suit, action, or other legal proceeding arising out of or incident to any negligent acts, errors or omissions, or willful misconduct of the Architect, its officials, officers, employees, consultants, contractors or agents arising out of or in connection with the performance or non-performance of Services pursuant to this Agreement.

3.16 **Errors and Omissions.** In addition to any other remedy which may be available to the District under this agreement, or under the laws of the State of California, District reserves the right to require any professional performing services for the District, including but not limited to Architects or Engineers, to pay any additional costs to remedy any defective work and/or design resulting from a finding that the Architect or Architect's Consultants have been determined to be legally liable by a court or forum of competent jurisdiction for such amounts. Such additional costs shall include but not be limited to litigation costs and any costs related to the removal of and or replacement of materials. Such professionals completing any work for the District shall also be liable for the work of any agents including subcontractors, employees, partners, officers, directors and/or consultants, which causes damage to the District resulting from the professional negligence, recklessness or willful misconduct of the Architect or Architect's Consultants on a comparative fault basis. Any professional, including but not limited to architects or engineers, and its agents including subcontractors, employees, partners, officers, directors or consultants, shall have a duty to report any errors and omissions, which arise or are in any way related to the services provided to the District, promptly upon discovery. Failure to report any errors and omissions in accordance with this Article shall be considered a breach of contract. Architect's obligation to indemnify for claims based upon professional negligence, errors or omissions, does not include the

obligation to defend actions or proceedings brought against Indemnified Parties but rather to reimburse the Indemnified Parties as damages, attorney's fees and legal costs incurred by indemnified Parties in defending such actions or proceedings brought against indemnified Parties to the extent caused by Architect; but not for any loss, injury, death or damage caused by negligence or willful misconduct of indemnified Parties or of other third parties for which Architect is not legally liable. Architect may satisfy its defense obligation to Owner at time of any judgment or settlement.

3.16.1 Aggregate of Errors and Omissions. The Architect and the Architect's engineers and consultants shall perform all work, including work related to any errors or omissions as discussed herein, to a degree of knowledge, skill and judgment ordinarily possessed by members of that profession. Without in any way changing the standard of care to which the Architect is bound under this agreement and without admitting that two percent (2%) is a standard of care to which the Architect is obligated to perform under this Agreement, the parties agree that when the aggregate of Errors and Omissions in construction costs with a respective project exceeds two percent (2%) of the total construction costs, the Architect shall be responsible for 100% costs of errors and 20% of costs of omissions only to the extent that the Architect has been legally determined to be liable for such amounts. An Architect/Engineer will not be responsible for the costs of errors and omissions when the aggregate of errors and omissions is less than two percent (2%) of the construction costs unless certain errors and omissions are found to result from the professional negligence, recklessness or willful misconduct of the Architect or Architect's Consultants.. Any Architect/Engineer performing work for the District shall not receive any fee for any work performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District.

3.16.2 Remedy for Claim. An Architect/Engineer may reserve the right to challenge any claimed error or omission, or the amount owed under an error or omission. The following procedure shall apply to all claims related to this:

Meet and Confer: If either the District or Architect/Engineer possesses a claim or dispute with respect to any services provided to the District, that party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) days of knowledge of the claim or dispute. Upon receipt of a party's demand, the other Party shall schedule a meet and confer conference, to take place within fifteen (15) business days, at a time and location convenient to all parties. Representatives of the District and Architect/Engineer, with the authority to settle on the party's behalf, will attend the meet and confer conference, in good faith, in an attempt to resolve any controversy or claim between the parties. Attendance at this conference shall be a condition precedent to the initiation of arbitration, mediation, or a civil action.

Arbitration: In the event of any claim or dispute not resolved by the informal procedure described in the paragraph above, or by mediation as described in the paragraph below, the parties may voluntarily elect to have a dispute, claim or controversy resolved by binding or non-binding arbitration proceedings. Arbitration shall occur in San Diego, California, before an arbitrator mutually agreed on by the Parties. Judgment on any binding award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator must have a minimum of five (5) years' experience in commercial construction, specifically construction related to school districts or similar public entities. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator to the prevailing party as determined by the arbitrator in its judgment.

Mediation: Prior to the appointment of the arbitrator(s), the parties may submit the dispute for mediation. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as a mediator in any dispute in which that person has any financial or personal interest in the result of the mediation. The parties will cooperate in selecting a

mediator and in promptly scheduling the mediation proceedings. The parties covenant they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or its employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties mutually agreed upon in writing), the administration of the arbitration shall proceed immediately. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties in writing, the mediator shall be disqualified from serving as arbitrator in the case.

3.17 **Insurance.**

3.17.1 **Time for Compliance.** Architect shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In the event Architect fails to provide or maintain all required insurance, District may, in its sole discretion, obtain such insurance and deduct the amount therefor from the Total Compensation.

3.17.2 **Minimum Requirements.** Architect shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Professional Liability: Coverage which is appropriate to the Architect's profession, or that of its consultants or subcontractors.

(B) **Minimum Limits of Insurance.** Coverage shall provide limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) Professional Liability: Not less than \$1,000,000 per claim.

3.17.3 **Professional Liability.** Architect and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section.

3.17.4 **Insurance Endorsements.** The insurance policies shall contain the following provisions, or Architect shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) **General Liability.** The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, and agents shall be covered as additional insured with respect to the performance of the Agreement by the Architect, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, and agents shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way. This insurance shall be endorsed to include contractual liability.

(B) **Automobile Liability.** Architect must maintain hired and non-owned automobile liability at all times. If the Architect purchases a commercial automobile during the course of the assigned project, then Architect shall (A) maintain an automobile liability policy with respect to the ownership, operation, maintenance, use, loading, or unloading of any automobile owned by the Architect, and (B) the insurance coverage shall be primary insurance as respects to the District, its directors, officials, officers, employees, and Consultants, or if excess, shall stand in an unbroken chain of coverage excess of the Architect's scheduled underlying coverage. Any insurance or self-insurance maintained by District, its directors, officials, officers, employees and Consultants shall be excess of the Architect's insurance and shall not be called upon to contribute with it in any way.

(C) **Workers' Compensation and Employers Liability Coverage.** The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Architect.

(D) **All Coverages.** Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced, or canceled except after thirty (30) days prior written notice by first class mail, return receipt requested, has been given to the District; provided, however, if coverage is suspended, voided, reduced or cancelled for the non-payment of premium by the Architect, the Architect shall provide ten (10) days prior written notice by first class mail to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, and agents.

3.17.5 **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, and agents.

3.17.6 **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District. Architect shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, and agents; or (B) the Architect shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.17.7 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.

3.17.8 **Verification of Coverage.** Architect shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies at any time.

3.17.9 **Subcontractor and Consultant Insurance Requirements.** Architect shall not allow any of its architects, engineers, experts, or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Architect, District may approve different scopes or minimum limits of insurance for particular architects, engineers, experts, or other consultants. Unless otherwise approved by the District, the architects, engineers, experts, and other consultants shall comply with each and every provision of this Section.

3.18 **Records.** Architect shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Architect shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Architect shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.


3.19 **Standardized Manufactured Items.** Architect shall cooperate and consult with District in the use and selection of manufactured items on the assigned Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.20 **Limitation of Agreement.** This Agreement applies to any assigned Project as described by the Project Authorization Letter. Any additional or subsequent construction at the site of the assigned Project, or at any other District site, will be covered by and be the subject of a separate Project Authorization Letter for architectural services between District and the architect chosen therefor by District.

3.21 **Mediation.** Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.22 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement. However, Architect shall not assign or transfer by operation of law or otherwise any or all of its burdens, duties, or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.23 **Asbestos Certification.** Architect shall certify to District, in writing and under penalty of perjury, that in its reasonable professional judgment no asbestos-containing material was specified as a building material in any construction document that the Architect prepares for the Project. Architect shall require all consultants who prepare any other documents for the Project to submit the same written certification. Architect shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information, and belief that no material furnished, installed, or incorporated into the Project contains asbestos. These

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certifications shall be part of the final Project submittal. Architect shall include statements in its specifications that materials containing asbestos are not to be included. The District understands that the Architect is not qualified to make a determination as to the existence of hazardous materials in existing materials on site, and will not be held liable in the event of the discovery of existing hazardous materials. The District shall employ testing agencies having the licensure and expertise required to conduct the investigation and remediation of hazardous materials.

3.24 **No Third Party Rights.** This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.25 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in San Diego County.

3.26 **Entire Agreement.** This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings, and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises, or agreements have been made by any person who is not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.27 **Severability.** Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.


3.28 **Non-Waiver.** None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is expressly specified in writing.

3.29 **Safety.** Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, its consultants, and its subcontractors, if applicable, appropriate to the nature of the work and the conditions under which the work is to be performed. Architect is not responsible for construction job site safety.

3.30 **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:
Linda Bertolucci
Director, Purchasing and Contracts

ARCHITECT:

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Grossmont-Cuyamaca
Community College District
El Cajon, CA 92020

AND COPY TO:

Gafcon, Program Manager
Program Management Office/Grossmont College
Grossmont-Cuyamaca Community College District
8800 Grossmont College Drive
El Cajon, CA 92020

Such notice shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.31 **Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.32 **Time of Essence.** Time is of the essence for each and every provision of this Agreement so long as this provision does not violate the Architect's professional standard of care.

3.33 **District's Right to Employ Other Consultants.** District reserves right to employ other consultants, including Architects, in connection with this Project or other projects.


3.34 **Prohibited Interests.**

3.34.1 **Solicitation.** Architect maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Architect, to solicit or secure this Agreement. Further, Architect warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Architect, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.34.2 **Conflict of Interest.** For the term of this Agreement, no director, official, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.35 **Equal Opportunity Employment.** Architect represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Architect shall also comply with all relevant provisions of any District minority business enterprise program or affirmative action plan.

3.36 **Labor Certification.** By its signature hereunder, Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured

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against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.37 **Subcontracting**. As specified in this Agreement, Architect shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.38 **Supplemental Conditions**. Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.39 **Construction of Agreement**. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.

3.40 **Authority to Execute**.

The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

ARCHITECTS NAME

By: _____
Name
Principal

Date: _____

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

By: _____
Sue Rearic
Vice Chancellor-Business Services

Date: _____

EXHIBIT "A"

ARCHITECT'S SCOPE OF SERVICES

1. GENERAL REQUIREMENTS.

1.1 **Basic Services.** Architect agrees to perform all the necessary professional architectural, landscape architectural, engineering (e.g. civil, mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services), and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession.

1.2 **Exclusions from Basic Services.** None at this time;

1.3 **Additional Services.** None at this time

The Architect shall perform the Additional Services under this Agreement only if said services are authorized in advance in writing by the District. Said additional services shall be compensated in accordance with schedule in Exhibit "C".

1.4 **Cooperation and Communication with District.** Architect shall cooperate and participate in consultations and conferences with District, District's consultants, authorized representatives of District, and/or other local, regional, or state agencies concerned with the assigned Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Architect shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any construction manager hired by the District. Architect shall record and distribute meeting minutes of all meetings attended throughout the design process.

1.5 **Coordination and Cooperation with Construction Manager.** The District may hire a construction manager to administer and coordinate all or any part of the assigned Project on its behalf. If the District does so, it shall provide a copy of its agreement with the construction manager so that the Architect will be fully aware of the duties and responsibilities of the construction manager. The Architect shall cooperate with the construction manager and respond to any requests or directives authorized by the District to be made or given by the construction manager. The Architect shall request clarification from the District in writing if the Architect should have any questions regarding the authority of the construction manager.

1.6 **Construction Cost Monitoring Duties.** In conjunction with the other duties described herein, the Architect shall regularly monitor construction costs and provide detailed estimates at the completion of the schematic plan phase, the design development phase, and any time during the final working drawings and specifications phase when design revisions or market conditions result in a potential change to the previously provided estimate as outlined in each design phase. These estimates should include a breakdown of the work elements as well as contingencies in an amount that corresponds to the level of design completion. At District expense, Third Party Cost Estimate reviews shall be included at Schematic Phase (as outlined in Section 3.1.5); at Design Development Phase (as outlined in Section 3.2.3); and Final Working Drawing Phase (as outlined in Section 4.4). Prior to any submission to the

District, Architect shall provide all necessary documentation and information to enable the Third Party Cost Estimate reviewer to provide an assessment of Architect's cost estimate.

1.7 **Architectural Design Guidelines.** At the start of the assigned Project, the Architect will be given a copy of the campus Architectural Design Guidelines. A presentation meeting will be set up by the Director of Facilities Planning to review the goals and objectives of the Architectural Design Guidelines. The Architect (including consultants) must attend this presentation.


1.8 **Information Management.** The Architect will work with the District and Program Manager, as directed, to facilitate the efficient flow of data and information between all stakeholders throughout the life of a project. Architect will follow document control procedures, formats and checklists as identified and directed by the District using Microsoft SharePoint (or other systems as directed by the District) for the following documents including but not limited to: drawings, specifications, addenda, meeting minutes, schedules, status reports, requests for information, submittals, and change orders. The Architect will participate in the process of tracking the following information including but not limited to invoicing, RFIs, submittals and change orders using Oracle Unifier software if so directed. District will provide Architect with access to two (2) Unifier licenses to accommodate sufficient response for key personnel as outlined in Section 3.2 of Architectural Agreement. Cost for additional licenses will be the responsibility of the Architect.

1.9 **Storm Water Requirements.** Architect acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation;

1.9.1 A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including; without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains; A Storm Water Pollution Prevention Plan (SWPPP) at sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities, and construction sites where one (1) or more acres of soil will be disturbed, or the project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.

1.9.2 Architect shall conform its design work with the District's storm water requirements indicated above. This shall be approved by the District and applicable to the Project, at no additional cost to the District. In addition as required, Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this part shall be provided by a professional civil engineer who contracts with or is an employee of the Architect. The District shall separately contract for the Storm Water Management Plan and the Master SWPPP, if and when required. The Architect shall submit the District's SWPPP to the City or the applicable local jurisdiction, and assist in obtaining the necessary permits. The Architect shall cooperate with the District and the Contractor in the performance of these services. The District, at its sole discretion, shall pay the Architect for extra services to comply with the provision if the services required are in excess of those normally required for services of the type in this Agreement.

1.10 **Project Presentation.** As a part of each design phase, a design presentation will be made by the Architect to the Campus/District Design Review Team. In addition to a graphic presentation, the Architect will provide a written description of how the Project conforms to the Architectural Design Guidelines. The written text should be organized in the same format as the Architectural Design Guidelines and should review each of the detail design elements. The text should be submitted to the Campus/District Design Review Team prior to the design presentation. Comments on the design, and conformance with the Architectural Design Guidelines will be submitted in writing, by the

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Campus/District Design Review Team, no later than two weeks after the design presentation. The Campus/District Design Review Team may require a follow-up presentation of the Project if the design does not conform to the Architectural Design Guidelines. In the event of a non-conformance determination, the Campus/District Design Review Team will work with the Architect to achieve conformance.

2. **INITIAL PLANNING PHASE.**

During the initial planning phase of the assigned Project, Architect shall do all of the following, as well as any incidental services thereto:

2.1 **Educational Programming.** If required, assist District in the preparation of educational programming for the Project to define the scope, size, space relationship, and site development.

2.2 **Project Feasibility.** Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters, including, but not limited to, developing a building program identifying and confirming the facility functions, square footage requirements, adjacency relationships, flow diagrams, and equipment needs (including a preliminary construction cost estimate based on area costs). Existing equipment needs, data, and inventory to be provided by the District.


2.3 **Meeting Budget and Project Goals.** Architect shall notify District in writing of potential complications, cost status, unusual conditions, and general information that potentially impact the Project budget and timeline, including the District's Preliminary Construction Budget. Architect and District shall use their best judgment in determining the balance between the size, type, and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Architect to suggest alternatives to District which would reduce costs and to design the Project within budget. As discussed below in Section 6 of this Exhibit, if the lowest responsive and responsible bid for the Project exceeds the budget by the stated percentage amount, Architect shall be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget.

2.4 **Permits, Approvals and Authorizations.** As indicated in Section 3.5.4 of the agreement, Architect shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

2.5 **Approval and Revisions.** District shall review, study, and check the work product developed during the Initial Planning Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3. **PRELIMINARY PLANS PHASE.**

Prior to start of this Phase, Architect shall review the validity of any previously prepared and approved FPP's. Architect shall verify and confirm the program elements and square footages, and report his conclusions in writing. In addition, Architect shall review the District's Design Guidelines and adjust the building designs to be congruent with the Design Guidelines. Architect shall adhere to District's BIM standard, as outlined in Exhibit E, under each phase of design as outlined in this exhibit.

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During the preliminary plans phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

3.1 **SCHEMATIC DESIGN PHASE.**

3.1.1 **Funding Documents.** If applicable, Architect shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.1.2 **Schematic Plans.** In cooperation with District, Architect shall prepare the schematic design of the Project, illustrating the scale and relationship of the Project components ("Schematic Plans"). The Schematic Plans shall be in a BIM compatible electronic format and include a conceptual site plan (if appropriate), floor plans and design studies, sections, elevations, schematic structural, mechanical and electrical drawings, site utility plans, and phasing plans (if appropriate) showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed architectural design of the building(s). Architect shall incorporate the educational programs and the functional requirements of District into the Schematic Plans. At the Architect's option, the Schematic Plans may include study models, perspective sketches, electronic modeling, or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Schematic Plans shall meet all laws, rules, and regulations of the State of California appropriate to the design level of the plans. The Schematic Plans shall be to scale and show all rooms incorporated in each building of the Project in double-line drawings, and shall include all revisions required by District or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural drawings for the Project shall be in a form suitable for reproduction.

3.1.3 **Location of Improvements.** As indicated in herein, District may be requested to supply Architect with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings ("existing record drawings") in District's possession. Architect will make a good-faith effort to verify the accuracy of such information by means of a reasonably thorough interior and exterior visual survey of site conditions. District shall also make a good-faith effort to verify the accuracy of the existing record drawings and provide any supplemental information to Architect which may not be shown on the existing record drawings. Architect shall not be responsible for the accuracy of the existing record drawings, except to the extent that any inaccuracy should have been detected by the Architect, pursuant to its standard of care, from readily available documents and visual observations of existing conditions.

3.1.4 **Constructability and Design Review, Value Engineering.** The District reserves the right to conduct or cause to be conducted, constructability reviews and/or value engineering of the Schematic Design Documents. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Architect of the same and thereupon at Architect's completion of Schematic Design Documents; the Architect shall submit Schematic Design Documents to the District for such constructability reviews and/or value engineering. 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 comments are to be incorporated into the Schematic Design Documents. The Schematic Design Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Schematic Design Documents to the District for approval. Architect shall revise Schematic Design Documents as necessary to obtain the District's reasonable approval thereof.

3.1.5 **Preliminary Construction Cost Estimate.** The Architect shall prepare and deliver to the District a Preliminary Construction Cost Estimate for the Project as depicted in the Final

Schematic Design Documents. If the Preliminary Construction Cost Estimate exceeds the District's Project Construction Budget, the Architect shall consult with the District and revise the Schematic Design Documents as necessary so that the Preliminary Construction Cost Estimate for the Work depicted in the Final Schematic Design Documents is consistent with the Project Construction Budget. Revisions of the Schematic Design Documents to conform to the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

3.1.6 **Copies of Schematic Plans and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required by District shall be provided as a reimbursable expense.

3.1.7 **Approval and Revisions.** District shall review, study, and check the work product developed during the Schematic Design Phase and presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in such work product at no additional cost, so long as they are not inconsistent with earlier District direction.

3.2. **DESIGN DEVELOPMENT PHASE.**

3.2.1 **Design Development Documents.** Once District provides Architect with specific written approval of the Schematic Plans described herein, Architect shall prepare design development documents in a BIM compatible electronic format consisting of: (1) site and floor plans; (2) elevations; (3) sections; (4) typical construction details; (5) equipment layouts; and (6) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the scope, relationships, forms, size, appearance, and character of the Project's structural, mechanical, and electrical systems, and to outline the Project specifications ("Design Development Documents"). The Design Development Documents shall be prepared in sufficient form to present to the District's Governing Board for approval. The Design shall be reviewed by the District's Governing Board at the 75% completion point in the Preliminary Plans phase. This point will represent approximately the 50% completion point in the Design Development phase.

3.2.2 **Constructability and Design Review, Value Engineering.** The District reserves the right to conduct or cause to be conducted, constructability reviews and/or value engineering of the Schematic Design Documents. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Architect of the same and thereupon at Architect's preparation of Design Development Documents for the Project at one hundred percent (100%) completion; the Architect shall submit Design Development Documents to the District for such constructability reviews and/or value engineering. 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 comments are to be incorporated into the Design Development Documents. The Design Development Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Design Development Documents to the District for approval. Architect shall revise Design Development Documents as necessary to obtain the District's reasonable approval thereof.

3.2.3 **Design Development Construction Cost Estimate.** The Architect shall prepare a Construction Cost Estimate for the Work of the Project depicted in the Final Design Development

Documents; if the Construction Cost Estimate exceeds the Project Construction Budget, the Architect shall revise the Design Development Documents as necessary so that the Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions to the Design Development Documents to conform with the Project Construction Budget shall be without adjustment to the Architect's Total Compensation unless the District shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

3.2.4 **Copies of Design Development and Other Documents.** Architect, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services or any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required by District shall be provided as a reimbursable expense.

3.2.5 **Timetable.** Architect shall provide a written timetable for full and adequate completion of the Project to District.

3.2.6 **Application for Approvals.** Architect shall assist District in applying for and obtaining required approvals from all federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies. Architect shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project, and to obtain final Project approval and acceptance by any of the above agencies as may be required. All fees incurred in securing required approvals are reimbursable at actual cost.

3.2.7 **Color and Other Aesthetic Issues.** Architect shall provide, for District's review and approval, a preliminary Presentation Board of all color materials and selections of textures, finishes, and other matters involving an aesthetic decision about the Project.

3.2.8 **Approval and Revisions.** District shall review, study, and check the Design Development Plans (completing the Preliminary Plans Phase) presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by the District's Governing Board, subject to the approval of all federal, state, regional, or local agencies concerned with the Project. Architect shall make all District requested changes, additions, deletions, and corrections in the Design Development Plans at no additional cost, so long as they are not inconsistent with earlier District direction.

4. **FINAL WORKING DRAWINGS AND SPECIFICATIONS.**

During the final working drawings and specifications phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

4.1 **Final Working Drawings and Specifications.** Once District provides Architect with specific written approval of the Design Development Documents described herein, Architect shall prepare such complete working drawings in a BIM compatible electronic format and specifications as are necessary for developing complete bids and for properly executing the Project work ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work

to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work.

4.2 **Review of Construction Documents Status.** At the 50%, 90% and Final intervals, Architect shall provide to the District, for review and information, three (3) sets of the Drawings, Specifications, and other documents depicting the then current status of the Architect's preparation of Construction Documents.

4.3 **Constructability and Design Review, Value Engineering.** The District reserves the right to conduct, or cause to be conducted, Constructability reviews and/or Value Engineering of the Construction Documents. If the District elects to conduct either Constructability reviews or value engineering, the District shall notify the Architect of the same and thereupon at Architect's preparation of Construction Documents for the Project at the fifty percent (50%), ninety percent (90%), and Final completion, the Architect shall submit Construction Documents to the District for such constructability reviews and/or value engineering. 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 comments are to be incorporated into the Construction Documents. The Construction Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Construction Documents to the District for approval. Architect shall revise Construction Documents as necessary to obtain the District's reasonable approval thereof. Should the District direct the Architect to incorporate constructability review and/or value engineering comments that would require design effort beyond the original scope, the Architect may be entitled to compensation for extra services, in accordance with Section 3.11.2.

4.4 **Detailed Construction Cost Estimate.** Based upon the Work of the Project depicted in the Construction Documents approved by the District, Architect shall prepare a detailed Construction Cost Estimate for the work at the 50% and 90% intervals of the Construction Documents. It shall be the Architect's duty to design the Project within budget. If the detailed Construction Cost Estimate exceeds the Project Construction Budget, Architect shall revise the Construction Documents as necessary so that the detailed Construction Cost Estimate for the Work depicted therein, conforms with the Project Construction Budget.

4.5 **Form.** The Final Working Drawings and Specifications must be in such form as will enable Architect and District to secure the required permits and approvals from all federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

4.6 **Approval and Revisions.** District shall review, study, and check the Final Working Drawings and Specifications presented to it by Architect, and request any necessary revisions or obtain any necessary approvals by District's Governing Board, subject to the approval of all federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having

jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Architect, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes with the Final Working Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability review shall be at District's expense. Architect shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Architect's professional judgment. If such changes, additions, deletions, or corrections are inconsistent with prior District direction; Architect shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

In addition, the Project Budget and Schedule shall be equitably adjusted, if necessary, where the changes, additions, deletions, or corrections are inconsistent with prior District direction.

4.7 **Costs of Construction.** It is understood by Architect that when the Final Working Drawings and Specifications are ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Architect's fees and other soft costs. Architect accepts the District's established Construction Cost Budget, and represents the Project can be both bid and built for the specified sum. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

4.8 **Copies of Final Working Drawings and Specifications and Other Documents.** Architect, at its own expense, shall provide two (2) complete sets of the Final Working Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Architect shall provide such documents as may be required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required by District shall be provided at actual cost to District.

5. **CONSTRUCTION CONTRACT DOCUMENTS.**

During the construction contract documents phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

5.1 **Bid and Contract Documents.** If so required by District, Architect shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Project Manual (e.g. specifications, and, if desired by District, bidding requirements, and sample forms), DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules, and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

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5.2 **Final Estimate.** At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Architect's Final Estimate"). As stated above, it shall be the Architect's duty to design the Project within budget.

6. **BID PHASE.**

During the bid phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

6.1 **Reproducible Construction Documents.** Once District provides Architect with specific written approval of the Construction Documents and Architect's Final Estimate, Architect shall provide to District one set of reproducible Construction Documents.

6.2 **Distribution of Contract Documents and Review of Bids.** Architect shall assist District in responding to questions, for the purpose of District issuing addenda, and review of bids for the Project.

6.3 **Over Budget.** If the apparent lowest responsive and responsible bid on the Project exceeds the District's stipulated project construction budget by more than ten percent (10%) after consideration of any deductive alternate bid items, District may request Architect to amend, at Architect's sole cost and expense, the Final Drawings and Specifications in order to rebid the Project and receive a lowest responsive and responsible bid equal to or less than the stipulated project construction budget. All revisions necessary to bring the lowest responsible and responsive bid within the stipulated project construction budget, including deletions, deferral's or alternates, shall be made in consultation with, and subject to the approval of, the District and shall constitute the limit of Architect's responsibility under this paragraph.

7. **CONSTRUCTION PHASE.**

During the construction phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

7.1 **Observation.** The Project Architect shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Architect.

7.2 **General Administration.** Architect shall provide general administration of the Construction Documents and provide oversight to the work performed by the contractors.

7.3 **Pre-Construction Meeting.** Architect shall conduct one or more pre-construction meetings, as the District determines are needed for the Project, with all interested parties.

7.4 **Site Visits of Contractor's Work.** Architect shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, as established and agreed upon, but in no event less than weekly.

7.5 **Site Visits of Inspector's Work.** Architect shall conduct site visits to communicate and observe the activities of the Project inspectors, including the Inspector of Record. Such site visits shall be conducted as often as is mutually acceptable to Architect and District. Architect shall confer with the

Project inspectors and the Project contractors, and shall recommend the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines based on recorded data from the installing contractors.

7.6 **Coordination of Architect's Consultants.** Architect shall cause all architects, engineers, and other consultants, as may be hired by Architect, to observe the work completed under their disciplines as required, and review all test results for general conformance with the Construction Documents. District shall cause all architects, engineers, and other consultants, as may be hired by District, to observe work completed under their disciplines, as required, and review all test results for general conformance to the Construction Documents.

7.7 **Reports.** Architect shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, the County in which the Project is located, the City in which the Project is located, or any other appropriate federal, state, regional, or local regulatory bodies.

7.8 **Construction Meetings.** Architect shall attend all construction meetings and provide periodic written reports to the District in order to keep District informed of the progress of the work. The construction meetings shall occur at a frequency necessary for the progress of the Project work, as established and agreed upon, but no less than weekly.

7.9 **Written Reports.** Architect shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problems, and progress of the Project work. The Architect shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work, which were not employed or hired by Architect. The contractor shall not be relieved of its obligation to perform the work in accordance with the Contract Documents either by activities or duties of the Architect, or by tests, inspections, or approvals required or performed by persons other than the contractor.

7.10 **Written Records.** At District's direction, Architect shall keep accurate written records of the progress and quality of the Project Construction Work in Architect's Field Reports. Architect shall submit the Architect's Field Reports to the District and Contractors commenting on general progress of the work, general conformance to the construction schedule, and observed deviations from the construction documents.

7.11 **Material Test Reports.** Architect shall check and process, in a timely manner, all required material test reports for the Project work. In addition, Architect shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors, District, and federal, state, regional, or local agencies concerned with the Project, including but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, or any other appropriate federal, state, regional, or local regulatory bodies.

7.12 **Review and Response to Submissions.** Architect shall review and respond, within ten (10) business days, to all schedules, submittals, shop drawings, samples, and within five (5) business days for information requests, change requests, and other submissions of the contractor and subcontractors for compliance with, or alterations and additions to, the Construction Documents. Architect's review and response shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Submission requests, which involve excessive work or time than is normally required for

routine submissions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

7.13 **Rejection of Work.** Architect shall promptly reject, as discussed with District, work or materials that do not conform to the Construction Documents. Architect shall immediately notify the District and contractor(s) of such rejections. Architect shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed.


7.14 **Substitutions.** Architect shall consult with District, in a timely manner, with regard to substitution of materials, products, systems, or equipment thereof, prior to the District's final written approval of such substitutions. Architect's consultation and District's final written approval shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work. Substitution requests which involve more work or time than is normally required for routine substitutions, as mutually determined by the Parties, may be the subject of additional compensation as Additional Services.

7.15 **Revised Documents and Drawings.** Architect shall prepare, at no additional expense to District, all documents and/or drawings made necessary by errors and omissions in the originally approved Construction Documents.

7.16 **Change Requests and Material Changes.** Architect shall evaluate and advise District, in a timely manner and in writing; of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Architect shall provide the District with its opinion as to whether such change requests should be approved, denied, or revised. The Architect shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Architect shall review all change orders prepared by such person, execute them, and deliver them to the District for authorization if they meet with the Architect's approval, or submit them to the District with recommendations for revision or denial if necessary. Architect shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Architect may order, on its own responsibility and pending the District's Governing Board approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured. Architect may also authorize minor changes in the work, pending District's approval, so long as such changes are not inconsistent with the intent of the Construction Documents and do not involve an adjustment in the contract sum or an extension of the contract time.

7.17 **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 issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency, and clarity of the Construction 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.

7.18 **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

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final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

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

7.20 **Applications for Payment.** Architect shall examine, verify, and approve contractor's applications for payment, and shall issue certificates for payment in amounts approved by the Project Inspector of Record or the District's Representative, based on the Architect's observations at the site. The issuance of a certificate for payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections of the work for which payment is sought; (2) reviewed construction means, methods, techniques, sequences, or procedures for the work for which payment is sought; (3) ascertained how and for what purpose the contractor has used money previously paid; or (4) certified that the work for which payment is sought is without defects.

7.21 **Final Color and Product Selection.** Architect shall coordinate final color and product selection with District's original design concept.

7.22 **Substantial Completion.** Architect shall determine the date of substantial completion, in consultation with the District.

7.23 **Punch List.** After determining that the Project is substantially complete, Architect shall participate in the inspection by the IOR of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Architect shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Architect shall also notify District of all Punch List Items.


7.24 **Warranties.** Architect shall review for compliance with document materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Architect shall coordinate and deliver these materials to the District.

7.25 **Certificate of Completion.** Architect shall participate in any further inspections of the Project necessary to issue Architect's Certificate of Completion and final certificate for payment.

7.26 **Documents for Project Certification.** Architect shall cause all other architects, engineers, and other consultants, as may be hired by Architect, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Architect shall assist the District in obtaining such documentation from all other architects, engineers, or other consultants. District will have consultants hired by the District provide their required documentation to Architect for such filing.

8. **RECORD DRAWINGS.**

During the record drawings phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

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8.1 **Record Drawings and Specifications.** Before receipt of final payment, Architect shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for in the specifications, thus producing a "record" set of Final Working Drawings and Specifications ("Record Drawings and Specifications"). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project. Architect shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Architect by the Inspector of Record and the contractor, and shall obtain certifications from the Inspector of Record and the contractor that the drawings are correct. Each sheet of the Architect's Record Drawings shall note clearly "RECORD" with the data source, date of drawings, and signature on behalf of Architect. The Architect shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in conjunction with completion of the Work of the Project.

8.2 **Approval.** Once District provides Architect with specific written approval of the Record Drawings and Specifications, Architect shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail. Concurrently with the delivery of the reproducible set of the Architect's Record Drawings, the Architect shall deliver to the District corresponding CADD diskettes of the Architect's Record Drawings in AUTOCAD. **All other documents shall be in a format compatible with the District's software.**

8.3 **Documents for Final Payment.** Prior to the receipt of Architect's final payment, Architect shall forward to District all of the following: (1) one clear and legible set of reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; (4) the final verified progress report required pursuant to Title 24 of the California Code of Regulations; (5) Architect's Certificate of Completion and (6) proof of all documentation submitted to DSA for project certification.

9. **WARRANTY PERIOD.**

During the warranty period phase of the Project, Architect shall do all of the following, as well as any incidental services thereto:

9.1 **Advice.** Architect shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT "B"

FEE AND PHASING/FUNDING SCHEDULES

1. **Preliminary Construction Budget:** As described in Project Authorization Letter
2. **Percentage Schedule.**

The Total "Not to Exceed" Compensation of the Project Authorization Letter shall be paid by District to Architect based upon the percentage of work completed in the category described:

- Schematic Design 12%
- Design Development 15%
- Final Drawing and Construction Documents 38%
- DSA Approval 05%
- Bid Phase 03%
- Construction Phase 22%
- Closeout Phase (DSA Final Acceptance) 05%

The Architect's fee shall be calculated using the schedule against the Target Construction Budget Breakdown as outlined below:

3. **Fee Schedule.**

- New Construction

9.50% of the First	\$ 500,000
9.00% of the Next	\$ 500,000
8.50% of the Next	\$1,000,000
8.00% of the Next	\$4,000,000
7.50% of the Next	\$4,000,000
7.00% of the Next	\$5,000,000
6.5% of the Balance	

- Modernization/Rehabilitation Construction

11.50% of the First	\$ 500,000
11.00% of the Next	\$ 500,000
10.50% of the Next	\$1,000,000
10.00% of the Next	\$4,000,000
9.50% of the Next	\$4,000,000
9.00% of the Balance	

Architect shall receive no additional fee for required calculations, drawings or processing of change orders for items caused by Architect's errors or omissions.

EXHIBIT "C" **RATES, FEE STRUCTURE AND REIMBURSABLE EXPENSES** **Per Proposal**

1. **Hourly Compensation Rates**

Classification	Rate
Principal	\$0.00 per hour
Project Coordinator	\$0.00 per hour
Project Leader	\$0.00 per hour
Senior Designer	\$0.00 per hour
Job Captain	\$0.00 per hour
Senior Staff Technician	\$0.00 per hour
Intermediate Staff Technician	\$0.00 per hour
Junior Staff Technician	\$0.00 per hour
Administrative	\$0.00 per hour

2. **Reimbursable Expenses.**

See Definition in Master Agreement paragraph 3.11.3 Reimbursable Expenses

3. **Additional Services.**

Additional Services shall be computed at the actual hourly rates, or as negotiated.

4. **Additional Consultants.**

If District requires Architect to hire consultants to perform any Additional Services, Architect shall be compensated therefore at the consultant's actual hourly rates plus fifteen percent (15%). District shall have the authority to review and approve the rates of any such consultants.

*The District will consider rate increases every 24 months as follows: Rate increases will be based on the average between the funded Cost-of-Living Adjustment (COLA) for California Community Colleges and the US Department of Labor, Bureau of Statistics Consumer Price Index for All Urban Consumers for San Diego, CA. Proposed rate increases are subject to negotiation and approval by the District's Authorized Representative.

EXHIBIT “D”

INSURANCE

EXHIBIT “E”

BIM Standard

BUILDING INFORMATION MODELING (BIM) GUIDELINES

PART 1 - GENERAL

1.01. SUMMARY

- A. The goals of the BIM Spatial Coordination process are implemented by the BIM Team, which consists of a BIM Facilitator and BIM Coordinators from each design discipline. The BIM Facilitator reports directly to the District Project Manager. The goals are as follows:
1. Create a collaborative environment.
 2. Eliminate rework or tear out due to design coordination errors.
 3. Eliminate changes during construction due to mistakes in design and engineering.
 4. Make the design and eventually the construction process run as smoothly and efficiently as possible, reducing material waste and shortening project schedules.
 5. Provide an accurate model for the entire design team to visualize challenging areas of the building in 3D.
 6. Hand over to the District a reliable, integrated, and updated 3D digital version of the actual building design containing appropriate building data.

1.02. DELIVERABLES

- A. A Design BIM Execution Plan (BEP) shall be submitted within 15 days of the Notice to Proceed.
- B. Progress BIMs are to be submitted to the District at the end of the following major milestones: SD, DD, CD, DSA approval.
- C. Milestone and Record 2D Drawing Sets are to be derived directly from the Building Information Models and delivered to the District in PDF format, along with the BIM model files in the native file format of the BIM authoring software used, consisting of the BIM (or linked BIMs) and their corresponding CD sheet views, constructed per the District’s BIM Guidelines. Files are to be loaded onto a District-specified file management system.


1.03. OWNERSHIP

- A. District has ownership of and rights at the date of closeout submittal to all BIM models developed for the Project. District may make use of this data following any deliverable.

PART 2 - EXECUTION

2.01. THE BIM EXECUTION PLAN

- A. The Design BEP Plan describes the processes and tools used by the Project Team to achieve the required deliverables.

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- B. The Design BEP will become part of the contractual obligations. BEP templates provided by Penn State University can be downloaded and adapted for the project (*to download the templates, visit: <http://bim.psu.edu/Project/resources/default.aspx>.*)
- C. The District will provide a marked up version of the Design BEP with any comments or exceptions upon award of the contract. The Design Team is required to make the appropriate revisions and re-submit for final approval one week after receipt of the marked up plan.
- D. The Design BEP shall contain the following chapters:
 - 1. BIM Project Execution Plan Overview
 - 2. Project Information
 - 3. Key Project Contacts, including BIM Facilitator and BIM Coordinators
 - 4. BIM Processes, Software Used, and Collaboration Procedures
 - 5. BIM Coordination Schedule
 - 6. BIM and Data Quality Control
 - 7. Model Structure
 - 8. Project Deliverables

2.02. MEETINGS

- A. **BIM Kick-off Meeting**
 - 1. The Architect will provide the details of the meeting date, time and place for the BIM Kick-off Meeting.
 - 2. There must be at least one representative from each Design Discipline (Architectural, Structural, MEP, Civil, Landscape, and Interior Design).
- B. **Coordination Meetings**
 - 1. BIM Coordination Meetings are to be held regularly as defined by the Design BEP

2.03. ROLES AND RESPONSIBILITIES

- A. **BIM Facilitator**
 - 1. The Architect must have a BIM Facilitator on staff with at least 3 years of proven design coordination experience. The BIM Facilitator's responsibilities include, but are not limited to:
 - a. Lead the Design BIM Coordination Team and be the main point of contact for the Spatial Coordination process.
 - b. Ensure all Team Members follow the requirements of the District's BIM Guidelines and the BEP.
 - c. Ensure the BIMs are of optimum quality and appropriate level of development (LOD) for the current BIM Coordination activities.
 - d. Make sure all models from all disciplines are uploaded according to the BIM Coordination Schedule on time and in the correct file formats.
 - e. Assemble all discipline's BIMs into a Consolidated Model for design, constructability, and coordination review and feedback.
 - f. Maintain the master BIM coordination files with all disciplines integrated on a BIM Collaboration Server.
 - g. Guide the design disciplines to resolve constructability conflicts.



- h. Provide regular Clash Reporting for BIM Team members and other project stakeholders to review.
- i. Deliver a clash-free fully coordinated Consolidated BIM Model.
- j. Have a solid working knowledge of AEC BIM collaboration software and any other software tools to be used for BIM and model checking.
- k. Serve as the Point of Contact for all internal and external BIM's with District and the Design Team.
- l. Have pro-active approach to problem solving and ensuring that everyone has what they need when they need it.

B. BIM Coordinators

1. Each Design Discipline shall designate a BIM Coordinator to lead their respective firm's BIM efforts. The role of the BIM Coordinator shall be to:
 - a. Participate in the BIM Spatial Coordination Process as the main point of contact and communication on behalf of their respective discipline.
 - b. Attend all BIM Coordination Meetings.
 - c. Ensure that the BIM models are revised, updated and ready for submission based on the pre-established Coordination Schedule.

2.04. MODEL COMPONENTS

- A. The deliverable model shall be developed to include the systems described below. The model shall include the necessary intelligence to produce accurate plans, sections, elevations and schedules depicting these design elements.
- B. If any member of the Design BIM Team does not deem it necessary to model a system, component or element listed in this Section to LOD 300 in the final CD deliverable, the Architect shall provide a summary of the items to be shown at lesser detail and the reason of not providing the level of detail, outlined in the BEP for approval by the District Project Manager.
- C. **Architectural Model**
 1. Wall thickness and heights.
 2. Hard ceilings, soffits and suspension ceilings.
 3. Exteriors walls / storefront / curtain wall.
 4. Shafts and wall chases.
 5. Architectural features requiring utilities.
 6. Architectural features in mechanical spaces.
- D. **Structural Model**
 1. Footings, foundations, and pits.
 2. Area of influence zones under foundations.
 3. Slabs, slab depressions, curbs, pads.
 4. Beams, columns, stem walls, shear walls, and decks.
 5. Stairs.
 6. Large gusset plates and seismic bracing.
- E. **Mechanical Model**
 1. All necessary information for air and hydronic distribution (e.g. ductwork, grilles, registers, diffusers, piping, etc.).
 2. VAV boxes.
 3. Fire smoke dampers.

4. Control system equipment (conduit racks, raceways, pull boxes, motors, VFDs, equipment panels, etc.).
5. Underground utilities.
6. All equipment.

F. Electrical Model

1. Branch and feeder conduits.
2. All underground power conduits.
3. Junction boxes.
4. Lighting fixtures.
5. Cable trays, conduit racks.
6. Equipment Panels.
7. Outlets and switch locations in rooms.
8. Low voltage system components.
9. All equipment.

G. Plumbing Model

1. Plumbing fixtures.
2. Graded cast iron pipe lines.
3. Underground storm and sewer pipes.
4. Waste and vent lines.
5. Cold and hot water piping.
6. All equipment.

H. Fire Protection Model (highly recommended during design)

1. Sprinkler piping - mains and branch lines.
2. Sprinkler head drops.
3. Underground utilities.

I. Additional Elements:

1. Indicate “No-fly Zones” with rectangular massing objects next to their respective element(s). “No-fly Zones” consist of space in front, to the sides, and above electrical and mechanical equipment as required by code.
2. Indicate “Serviceability Zones” needing clearance for maintenance or serviceability.
3. Turning radii for wheelchair access can be indicated by red 5’ diameter cylinders.
4. Topping slabs (especially where penetration waterproofing details apply).

2.05. MODEL COORDINATION CYCLE

- A. Each building or story is typically coordinated based on the following recommended regular, iterative process. A *BIM Coordination Schedule* will be established by the BIM Facilitator for the entire coordination effort.
- B. BIM Spatial Coordination Meetings will be held regularly as outlined in the BEP.

2.06. SPATIAL COORDINATION PROCEDURES

- A. In order to make the model coordination process as smooth and well organized as possible, it is recommended that each discipline follow these procedures:



1. The BIM Facilitator or the Team's IT department shall set up Collaboration Server/FTP site, either on a private in-house server or using a Cloud-based service such as ShareFile.com or Box.net.
2. Each discipline is to upload to the Collaboration Server the latest iteration of their model, using the file naming conventions established in the BEP. Keep file naming consistent throughout the entire process. If file names stay consistent, replacing each updated model for the next Spatial Coordination cycle will be easier and less prone to errors.
3. Submit the model only for the story/building requested per the *BIM Coordination Schedule* established by the BIM Facilitator.
4. If a discipline does not have the appropriate 3D object that represents a specific fitting or aspect of their model, use a 3D "placeholder" shape in the form of a cylinder, sphere, cube or rectangular object to indicate your element; make sure it is the same general shape and physical size as the actual object. This placeholder can be replaced later by the specific component or element.
5. Each discipline needs to do clash tests on their own models before uploading models to the Collaboration Server. It will be the responsibility of each discipline to submit models that are internally clash-free and free of disconnected element errors.
6. Resolve between disciplines the elements that should be shown in each BIM in order to eliminate elements that could create duplicate clashes or confusing results. Decide which discipline's version of modeled elements is to be contributed to the coordinated model based on a pre-determined Model Element Responsible Matrix (*See Sample Model Element Responsibilities Matrix*).

2.07. GUIDELINES FOR MODEL QUALITY

- A. Observe the following when preparing 3D model files to be uploaded to the Collaboration Server:
 1. Create a specific 3D view called "3D BIM Coordination." This view, once set up properly, will contain the correct visibility settings you wish to export and will always be set up for future model version updates.
 2. Turn off all extraneous 2D (e.g.: annotation, text, etc.) or 3D elements that are not relevant for a discipline's contribution to the spatial coordination process (movable furniture layouts, grid lines, etc.; *see Model Element Responsibilities Matrix*). Models should be "Clean" with no X-Refs.
- B. Disciplines are encouraged to coordinate among themselves, behind the scenes. This helps the weekly Coordination Meetings run faster and more efficiently.
- C. Make sure models are built in respect to 0, 0, 0 project origin established within the Architectural model. This origin is often set at grid A-1 or to a prominent outside corner of the first floor building slab. The finish floor of the first story is customarily the Project "0" (or "Z" elevation). Build all models for each story relative to this Project "0" to insure that all discipline's models are *spatially* coordinated. This origin should be used throughout the entire BIM Coordination process, until sign-off and hand-off to the Owner.
- D. If models are to be *geospatially* coordinated (located relative to the actual survey coordinates of the site based on a local surveyor's benchmark), obtain the survey point from the civil engineer information and distribute it to the BIM Team before they start building their models. Once established, each discipline must use the same agreed upon reference point or global coordinate system. A 2D or 3D reference grid, located accordingly, shall be provided by the Architects.

- E. When modeling piping or ducting that require insulation, make sure insulation is modeled, reflecting the total thickness of what will be installed. Structural steel should presuppose a 2" fireproofing in applicable areas and when clash tests are run, a tolerance of 2" will be set.
- F. Conduit racks and individual conduits of a 1" diameter or greater shall be modeled.
- G. MEP systems should contain a minimum amount of associated data for ease of identification: hot water, cold water, waste, supply, return, overall duct and pipe sizes, elevation, etc.
- H. File Format: All files should be exported to a format the collaboration software can read (for example: 3D DWG or NWC or NWD format if Navisworks is the collaboration software). In addition, IFC files may be required and all subcontractors are required to have the capability of saving BIMs in the most current version of IFC.
- I. 3D Solids: All objects must be modeled as 3D solids, not wire frame or lines.
- J. Model Structure: Models should be structured to enable coordination on a floor by floor basis. This does not refer to authoring the project floor by floor; only contributing files that facilitate coordination floor-by-floor using 3D views in Revit.
- K. File Naming: A file naming schema shall be provided by District and this must be adhered to for all BIM uploads to the server.
- L. Element Naming Guidelines: An element naming schema shall be determined by the Design Team that shall be approved by the District and adhered to during design by all disciplines. Building assemblies (walls, floors, ceilings, and roofs) and component names (doors, windows, fixtures, equipment, etc.) shall be descriptive, logical, structured, and consistent.
- M. Colors: Each discipline shall retain a color to be used throughout the coordination process to assist in system identification and outlined in the BEP.
- N. Software: The Architect must list the BIM software and versions they and their design consultants will be using for this project in their Design BEP (*see Appendix: Compliant Software*).
- O. Any exceptions to this document or alternate processes or methodologies should be requested for approval by the District prior to submitting the BEP.

2.08. SAMPLE FILE NAMING STRUCTURE

- A. All files for the BIM Coordination process shall be named according to the following structure:

Example: 06S-667-A-FWC.nwc

Campus No.	Project No.	Discipline	Building/Story	File Type
06S-	667-	A-	FWC	.nwc, .nwd or .dwg

Each Discipline shall use the following abbreviation for their respective files:

File Naming Guideline for Disciplines:

A	Architectural
S	Structural
C	Civil/Site
MD	Mechanical Ductwork
MP	Mechanical/Hydraulic Pipe
PDWV	Plumbing Waste and Vent
PS	Plumbing Supply
E	Electrical
FP	Fire Protection/sprinklers (if engaged during design)

GRID* 2D or 3D grid file per story
 RM NMBS* Room numbers file in 2D per story
**Prepared by the BIM Facilitator to assist in locating issues via grid lines or room numbers.*

2.09. SAMPLE MODELING RESPONSIBILITIES

- A. Doubling up on model geometry must be avoided. BIM Team members should submit *only* the elements checked below for their discipline in each model. Pay particular attention to the elements in bold and choose only one discipline to contribute these elements for the Consolidated Model.

Model Element Responsibilities Matrix	Discipline								
	Architectural	Structural	Plumbing	Electrical	Mechanical	Fire Protection	Framer	Civil	Landscape
Elements									
Interior walls	X								
Exterior walls	X								
Curtain walls	X								
Windows	X								
Doors	X								
Roofs	X								
Ceilings	X								
Soffits and soffit framing	X								
Stairs, concrete									
Stairs, metal									
Fixture locations	X								
Slab on grade									
Footings		X							
Mat footings		X							
Foundation walls		X							
Stem walls		X							
Pad footings		X							
PIP concrete walls		X							
CMU walls		X							
Retaining walls		X							
Steel columns		X							
Steel beams		X							
Beam stiffeners		X							
Kicker braces		X							
Trusses		X							
Brace frames		X							
Gusset plates		X							
Decking slabs		X							
Topping slabs									
Underground supply			X						
Supply pipes (hot and cold)			X						
Drain, waste, vents			X						
Access panels									



Storm drains			X					
Toilet fixtures								
Bath tubs and showers								
Sinks								
Urinals								
Maintenance clearances			X					
Underground power				X				
Underground vaults				X				
Electrical panels				X				
Conduits and trapezes				X				
Cable trays				X				
Light fixtures				X				
Outlets				X				
Outdoor lighting				X				
Electrical pull and circuit boxes				X				
Access clearances				X				
Data, AV systems								
Security, fire alarm systems								
Underground piping					X			
Ducts					X			
VAV boxes					X			
Hydronic pipe					X			
HVAC equipment					X			
Grills					X			
Registers					X			
Diffusers					X			
Dampers					X			
Maintenance clearances					X			
Service panels					X			
FP overhead piping						X		
FP branch connections						X		
FP drops and heads						X		
FP access panels						X		
Maintenance clearances						X		
Roads							X	
Parking lots							X	
Hardscape							X	
Retaining walls							X	
Topography							X	
Utilities to site							X	

2.010. SAMPLE FILE UPLOADING PROCEDURES

- A. Each discipline shall upload their latest files based on the rhythm established in the BEP to the BIM Collaboration Server into a folder with the date prepared for that week's submittal, per the *BIM Coordination Schedule*. Files are to be submitted in separate folders for native file formats as well as the consolidation and collaboration software's formats.

2.011. SAMPLE CLASH TESTS

- A. The following recommended Clash Test sequence will be conducted by the BIM Facilitator during the coordination process:

Test Name	Disciplines
1. ARCH-STRUCT	Architectural vs. Structural
2. ARCH-MECH	Architectural vs. Mechanical
3. ARCH-PLUMB	Architectural vs. Plumbing
4. ARCH-ELECT	Architectural vs. Electrical
5. ARCH-FP	Architectural vs. Fire Protection
6. STRUCT-MECH	Structural vs. Mechanical
7. STRUCT-PLUMB	Structural vs. Plumbing
8. STRUCT-ELECT	Structural vs. Electrical
9. STRUCT-FP	Structural vs. Fire Protection
10. MECH-PLUMB	Mechanical vs. Plumbing
11. MECH-ELECT	Mechanical vs. Electrical
12. MECH-FP	Mechanical vs. Fire Protection
13. PLUMB-ELECT	Plumbing vs. Electrical
14. PLUMB-FP	Plumbing vs. Fire Protection
15. ELECT-FP	Electrical vs. Fire Protection

PART 3 - APPENDIX

3.01. COMPLIANT SOFTWARE

- A. Architectural Authoring**
 - 1. Revit
 - 2. ArchiCAD
 - 3. Bentley AECOsim Building Designer
- B. Structural Authoring**
 - 1. Autodesk Revit 2014
 - 2. Tekla
- C. MEP Authoring**
 - 1. Autodesk Revit
 - 2. AutoCAD MEP
- D. Civil Authoring**
 - 1. Civil 3D
- E. BIM Model Consolidation and Collaboration**
 - 1. Autodesk Navisworks Manage
 - 2. Solibri
 - 3. Autodesk BIM 360 Glue