

**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR QUALIFICATIONS AND PROPOSALS (“RFQ”)  
FOR ON-GOING STRUCTURAL, MECHANICAL AND/OR ELECTRICAL ENGINEERING  
SERVICES**

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**ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATIONS (“RFQ”)  
FOR ON-GOING STRUCTURAL, MECHANICAL AND/OR ELECTRICAL ENGINEERING SERVICES**

Antelope Valley Community College District (“District”) requests that engineering services firms (“Respondents”) submit written responses to this RFQ for on-going Engineering services.

**1. Request for Qualifications**

**1.1. General.**

1.1.1. Purpose of RFQ. This RFQ is a part of the process for the District’s selection and retention of a pool of qualified engineering services firms to provide design and related services for Projects assigned by the District. Timely submitted RFQ Responses will be evaluated by a Selection Committee to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFQ. Following the Selection Committee’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFQ, in the sole and exclusive discretion of the Selection Committee, Respondents deemed qualified may be requested to participate in an interview with the Selection Committee as part of the process for selection and retention of Engineering firms for the Projects assigned by the District.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by contacting the District’s Contracts/Purchasing Manager whose contact information is noted herein. The RFQ is also available on line at <https://www.avc.edu/administration/busserv/rfpbiddocs>, and the Public Purchase website.

Respondents desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Respondents to receive up-to-date RFQ notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFQ. In the event this RFQ is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFQ document.

1.2. District RFQ Contacts. Questions are to be submitted via the Public Purchase portal noted above. If Respondents are having issues or have other communications relating to this RFQ, Respondents should be directed to the District at:

Antelope Valley Community College District  
Attention: Mina Hernandez, Purchasing & Contract Services Manager  
3041 West Ave K  
Lancaster, California 93536  
[miheranandez@avc.edu](mailto:miheranandez@avc.edu)  
661-722-6310

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

1.4. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFQ or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFQ. No Respondent shall rely on any oral clarification or modification to the RFQ.

1.5. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFQ are deemed property of the District and public records upon submission

to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.6. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District as noted in 1.1.2 and 1.2 above. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later than 4:00 PM on Friday, July 15, 2016 the District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.2 above.

1.7. RFQ Response Costs. All costs and expenses incurred by a Respondent to prepare and submit a response to this RFQ shall be borne solely and exclusively by the Respondent.

2. RFQ Documents. In addition to this RFQ, the following form a part of the RFQ:

Attachment A	Qualifications Statement
Attachment B	Agreement for On-Going Engineering Services ("Engineering Contract")
Attachment C	Proposal

3. The District and the Projects.

3.1. The District. Antelope Valley Community College District (District) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 18,000 students. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District's Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District's Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District's website at

<http://www.avc.edu/>.

3.2. **The Assigned Projects.** The engineering services firms selected through this RFQ will be part of a “pool” of engineering firms from which the District will assign specific Projects from time-to-time, in the sole discretion of the District. The scope of services to be provided by the engineer for a Project, the compensation to the engineer for a Project and other specific obligations of the engineer relating to a Project assigned to the engineer will be set forth in a Project Assignment Amendment to the Engineer Contract. Engineers selected for the “pool” through this RFQ will be requested to submit informal proposals for specific projects developed by the District; the engineering services firm selected for each Assigned Project in the sole discretion of the District.

4. **RFQ Response**

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

Activity	Completion Date & Times (PST)
Last day for submittal of RFQ questions	Friday, July 15, 2016 4:00 PM
Responses to RFQ Questions issued	Friday, July 22, 2016
Latest date and time for submittal of RFQ Responses	Thursday, July 28, 2016 2:00 PM
Interviews, if conducted	TBD
Board action to award Engineer Contracts	Monday, September 12, 2016

4.2. **Submission of RFQ Responses.**

4.2.1. **Latest Date/Time for Submission of RFQ Response.** **The latest date/time for submission of RFQ Responses is set forth in Paragraph 4.1.** RFQ Responses which are not actually received in the office of the District’s Contracts/Purchasing Manager at or prior to the latest date/time for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFQ Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom’s daily delivery routine. A response to this RFQ which is received in the District’s central mailroom will not be deemed received by the office of the District’s Contracts/Purchasing Manager until delivery of such item is effectuated to the office of the District’s Contracts/Purchasing Manager. Accordingly, Respondents are encouraged to personally delivery RFQ Responses directly to the office of the District’s Contracts/Purchasing Manager or to retain a private service to personally deliver RFQ Responses to the Office of the Contracts/Purchasing Manager.

4.2.2. **Location for Submission of RFQ Response.** RFQ Responses shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

<p><u>Hand-delivered to:</u> Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing &amp; Contract Services Manager 3041 West Avenue K Lancaster, CA 93536-5426</p>	<p><u>U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:</u> Antelope Valley Community College District Attention: Mina I. Hernandez Purchasing &amp; Contract Services Manager 3041 West Avenue K Lancaster, CA 93536-5426</p>
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**EMAIL OR FAXED STATEMENTS OF QUALIFICATION/PROPOSAL WILL NOT BE ACCEPTED.**

It is the responsibility of Respondents to verify that their RFQ Responses have been received by the District prior to the opening date. Verification of receipt can be made by emailing [purchasing@avc.edu](mailto:purchasing@avc.edu).

**4.3. RFQ Response Contents/Format.**

**4.3.1. RFQ Response.** All materials submitted in response to this RFQ shall be on 8 ½" x 11" paper, preferably in portrait orientation, 12 point (or larger) Arial, Calibri or Times New Roman font with 1" page margins on all sides. Mistakes may be crossed out and corrections made adjacent, however, each correction must be initialed by the person signing the Statement of Qualification/Proposal. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Tabbed dividers should be used to identify and separate discrete sections of the RFQ Response which correspond to the RFQ Response Format described in Paragraph 4.4 below.

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

**4.3.3. Copies of RFQ Response.** Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and three (3) copies of their respective RFQ Responses.

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

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

**4.4.2. Letter of Interest.** Include a brief letter expressing the interest of the Respondent in providing on-going engineering services. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.

**4.4.3. Table of Contents.** Include a Table of Contents reflecting each of the following sections of the RFQ Response:

**Tab 1; Statement of Qualifications.** Complete the Statement of Qualifications attached as Exhibit A to this RFQ for the Respondent.

**Tab 2; Relevant Project Experience.** Provide additional details of the Projects identified in the Statement of Qualifications which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary engineering services for the Projects. Include in the discussion of relevant project experience, the experience of the Respondent for the following: (i) conformity to schedule and budget requirements; (ii) California community college projects; (iii) projects subject to Division of State Architect ("DSA") review and approval. This section of the RFQ Response shall not exceed fifteen (15) pages.

**Tab 3; Proposed Project Team.** Identify the key members of the Respondents' staff that

will be assigned to design, bidding or construction phases of the Projects. For each member of the Respondents' organization, provide brief descriptions of the relevant qualifications and background. Do not include resumes for the proposed personnel of the Respondent; personnel resumes are to be bound and incorporated into Tab 4 (Personnel Resumes) section of the RFQ Response. Include an organization chart illustrating the relationships: (i) among the Respondent's proposed Project Team; and (ii) between the proposed Project Team and the District.

**Tab 4; Project Personnel Resumes.** Provide a current resume for each member of the Respondent's personnel identified in Tab 3, Proposed Project Team.

**Tab 5; Project Approach.** Provide a description of the proposed Project Team's approach and methodology to completing tasks necessary to complete the Basic Services set forth in the Engineer Contract. Include a detailed description and discussion of measures the Respondent utilizes for quality assurance and quality control of Design Documents to minimize errors or omissions and to complete construction of Assigned Projects within the District's schedule and budget.

**Tab 6; Financial Statement.** Includes a current financial statement for the Respondent. Financial Statements must be reviewed by a California licensed Certified Public Accountant.

**Tab 7; Insurance Certificates.** Provide copies of Certificates of Insurance for the Respondent. Required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth below. The District reserves the right to modify the minimum coverage limits for each policy of insurance on a project-by-project basis.

Required Insurance Policy	Minimum Coverage Amount
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	Two Million Dollars (\$2,000,000) per Occurrence/Four Million Dollars (\$4,000,000) aggregate
Automobile Liability	Combined Single Limit: One Million Dollars (\$1,000,000)
Professional Liability	Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) aggregate

**Tab 8; Engineer Contract Comments.** Included with this RFQ as Attachment B is the Engineer Contract. Respondents must thoroughly review the Engineer Contract and must in their respective RFQ Responses identify any term or condition of the Engineer Contract which the Respondent requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFQ must set forth the text of the requested amendment or addition. Any Respondent whose RFQ Response does not identify modifications to terms or conditions of the attached Engineer Contract will be deemed to have agreed to all terms and conditions set forth therein.

**Tab 9; Proposal.** Complete the form of Proposal (RFQ, Attachment C). The District prefers fee proposals which are fixed price or a proposed basis of computing fees which can be readily converted into a fixed price. Include in the Proposal a detailed listing of the current hourly billing rates for the personnel of the Engineer and the Respondent's personnel.

## 5. RFQ Evaluations.

5.1. General. Timely submitted RFQ Responses will be independently reviewed by each member of the Selection Committee. A Response to the RFQ which does not comply with the requirements of this RFQ will be subject to rejection for non-responsiveness.

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

5.3. Initial Evaluation Criteria; Short List. The following set forth the criteria by which each RFQ Response will be evaluated and the relative weight of each evaluation criteria out of 100 points. Eight (8) firms with the highest score based on the following evaluation criteria will be short listed by the District.

5.3.1. Relevant Experience and Ability (25 points). The Respondent and its proposed Project team will be evaluated based on experience as engineers for recent projects similar in size, scope, use and complexity as the Projects subject to this RFQ.

5.3.2. Design Ability (15 points). The ability and commitment of the Respondent and its proposed Project team to develop and implement high-quality, functional, cost-effective and aesthetically attractive designs for similar or comparable projects to those anticipated to be completed under this RFQ.

5.3.3. Responsiveness to RFQ (10 points). The District will evaluate the Respondent's responsiveness to the requirements of this RFQ.

5.3.4. Client Responsiveness (25 points). The District will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.

5.3.5. Availability (10 points). The District will evaluate the availability of the Respondent to be dedicated to the Projects within the District's anticipated schedule. This evaluation will include the demonstrated ability and willingness of the Respondent to promptly provide and complete services, whether from a location in close proximity to the District or otherwise.

5.3.6. Pricing Proposal (15 points). The District will evaluate each Respondent's proposed methodology to establish the Contract Price due the Respondent for Assigned Projects for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology. Pricing proposals are guidelines for the Contract Price due a Respondent for each Assigned Project; the Contract Price for each Assigned Project will be as set forth in the PAA for an Assigned Project.

5.4. Short List Evaluation; Interviews. Firms awarded an ongoing engineering services contract will be selected from the short list. Evaluation of short listed firms for award of a contract will be based on the criteria as set forth in Paragraph 5.3 and interviews will be conducted in the sole discretion of the District. Interviews, if conducted by the selection committee, will generally consist of no more than fifteen (15) minutes for Respondents' presentation, followed by questions posed by the Selection Committee. Total time of each interview will not exceed one (1) hour. If requested by the Selection Committee, any Respondent invited to participate in the interview process shall have present at the interview its key personnel for the Projects. The order of firms to be interviewed will be selected randomly.

5.5. Award of Engineer Contract(s). Upon completing interviews of engineering services firms by the Selection Committee, the Selection Committee will make recommendations to the District's Board of Trustees for the award of no more than five (5) Engineer Contracts. Notwithstanding

any recommendations of the Selection Committee, action to award Engineer Contracts is vested solely in the Board of Trustees.

**[END OF SECTION]**



**QUALIFICATIONS STATEMENT  
(RFQ Attachment A)**

This Qualifications Statement must be completed by each Respondent and executed by an authorized employee of the Respondent. Failure of a Respondent to submit the completed and executed Qualifications Statement concurrently with the Respondent’s RFQ Response will render the RFQ Response non-responsive and rejected.

**1. Respondent Information**

1.1. Respondent Name. \_\_\_\_\_

1.2. Form of Entity. Check appropriate box.

Corporation  
 \_\_\_\_\_  
 (State of Incorporation & Corporate Registration No.)

Partnership  
 \_\_\_\_\_  
 (Describe type of partnership i.e., general partnership, limited partnership)

Limited Liability Company

Limited Liability Partnership

Joint Venture

\_\_\_\_\_  
 (Identify each member of Joint Venture and form of entity of each Joint Venturer)

Sole Proprietorship

\_\_\_\_\_  
 (Identify all equity owners)

1.3. Contact Person.

Name	
Street Address/City/State	
Phone/Fax	
Email Address	

1.4. Years In Business. The Respondent has provided engineering services under Respondent’s current trade/business name. \_\_\_\_\_

1.5. Prior Trade/Business Name. Has the Respondent, in the prior ten (10) years conducted business under a trade name or business name that is different than the Respondent’s current trade/business name?

- Yes
- No

If “Yes” identify all prior trade/business names used by Respondent in the prior ten (10) years: \_\_\_\_\_.

**2. Prior Experience.** Provide a summary of engineering services provided by the Respondent to a California community college district and/or a California K-12 public school district within the past five (5) years for: (i) facilities scheduled and deferred maintenance; (ii) building equipment/systems repairs; (iii) facilities renovations/modernizations; and (iv) capital improvements. Provide the summaries in the format set forth below. Attach additional summaries as necessary and identify

each additional summary by sequential "Assignment No." numbering.

<b>ASSIGNMENT NO. 1</b>	
Client name	
Project description	
General description of Engineering services completed	
Dates of Engineering Services (beginning and end dates)	
Approximate dollar value of Engineering Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

<b>ASSIGNMENT NO. 2</b>	
Client name	
Project description	
General description of Engineering services completed	
Dates of Engineering Services (beginning and end dates)	
Approximate dollar value of Engineering Services	
Client Contact Person	Name: _____ Position/Title _____ Address _____ _____ Phone/Fax _____ Email _____

**3. Essential Minimum Qualifications.** Any response of a Respondent indicating “not qualified” to the following minimum qualifications criteria will result in rejection of the Respondent’s RFQ Response for failure to meet minimum qualifications criteria.

3.1. Respondent has a current Commercial General Liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.2. Respondent has a current professional liability policy of insurance with coverage limits of at least Two Million Dollars (\$2,000,000) per claim and Four Millions Dollars (\$4,000,000) in the aggregate.

- Yes
- No (not qualified)

3.3. Respondent has obtained a current Workers Compensation policy of insurance with coverage limits in accordance with applicable law.

- Yes
- No (not qualified)

3.4. Respondent is ineligible for award of public works contracts pursuant to Labor Code §1777.1 or 1777.7.

- Yes (not qualified)
- No

3.5. Has any public agency, within the past ten (10) years conducted proceedings that resulted in a finding that the Respondent or any predecessor to the Respondent is not a “responsible” bidder for a public works project or a public works contract?

- Yes (not qualified)
- No

3.6. At any time during the last ten (10) years, has Respondent or any predecessor to the Respondent been convicted of a crime involving any federal, state, or local law related to a private or public construction project?

- Yes (not qualified)
- No

3.7. At any time during the last ten (10) years, has the Respondent or any predecessor to the Respondent been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

- Yes (not qualified)
- No

3.8. Within the past ten (10) years, one or more contract(s) to provide work, labor, materials or services to which the Respondent was a party to have been terminated for default of the Respondent.

- Yes (not qualified)
- No

**4. Claims and Disputes.**

4.1. Respondent Reported Claims. Within the past ten (10) years, has the Respondent or Respondent’s predecessor(s) reported to the Board for Professional Engineers, Land Surveyors, and Geologists (“Engineer Board”) any civil action settlement or administrative action resulting in a settlement against the Respondent in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or

recklessness by the licensee in the practice of professional engineering if the amount or value of the settlement is greater than fifty thousand dollars (\$50,000) or any civil action judgment, settlement, or binding arbitration award, or administrative action resulting in a judgment, settlement, or binding arbitration award against the licensee in any action alleging fraud, deceit, misrepresentation, breach or violation of contract, negligence, incompetence, or recklessness by the licensee in the practice of professional engineering if the amount or value of the judgment, settlement, or binding arbitration award is twenty-five thousand dollars (25,000) or greater, as required by California Business & Professions Code §6770(a)(3) and (4)?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) date on which the reportable event occurred; (vi) judgment, settlement or arbitration award.

4.2. Professional Liability Insurer Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the Engineer Board payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor, as required by California Business & Professions Code §6770.1?

- Yes
- No

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or arbitration award; and (ii) amount paid by professional liability insurer.

4.3. Pending Professional Liability Claims and Disputes. The Respondent is presently engaged in a claim, dispute or disagreement which asserts the professional negligence or professional liability of Respondent in connection with engineering services provided by or through Respondent for any public or private work of improvement.

- Yes
- No

If "Yes" provide details, including without limitation: (i) the title of the matter; (ii) the court or agency name; (iii) docket number; (iv) the claim or file number; (v) amount in controversy; (vi) contact information (name, address, phone and email address) for each party pursuing a pending claim against the Respondent.

4.4. Pending Payment Claims and Disputes. The Respondent is presently engaged in a claim, dispute or other disagreement relating to or arising out of a private or public contract for engineering services in which the Respondent is seeking additional compensation.

- Yes
- No

If "Yes" on a separate attachment, provide details of each such pending claim, dispute or other disagreement.

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the

District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFQ process.

Executed this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_  
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title)

**AGREEMENT FOR ON-GOING ENGINEERING SERVICES**

This Agreement for On-Going Engineering Services (“Agreement”) is entered into [DATE] by and between **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**, a California Community College District (“District”) and \_\_\_\_\_ (“Engineer”); the District and the Engineer are collectively referred to herein as “the Parties.” This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

**WHEREAS**, from time-to-time, the District is engaged in the design, bidding and construction of works of improvement consisting generally of the demolition, construction and/or alteration of new and existing physical facilities and maintenance (deferred and scheduled) of physical facilities and equipment/building repairs; these works of improvement are hereinafter collectively referred to as “the Projects” and singularly referred to as “an Assigned Project”.

**WHEREAS**, in or about [DATE], the District issued a Request for Qualifications (“RFQ”) pursuant to which the District solicited proposals from Engineering services firms to provide Engineering services on an on-going basis.

**WHEREAS**, the Engineer submitted a written response to the RFQ (“the RFQ Response”); by this reference, the RFQ and the RFQ Response are incorporated into this Agreement.

**WHEREAS**, the District desires to retain Engineer to provide and perform engineering and related services in connection with the design, bidding and construction of the Assigned Projects; the specific terms and conditions for an Assigned Project will be as set forth in the Project Assignment Amendment (“PAA”) in substantially the form attached hereto as Exhibit A.

**WHEREAS**, Engineer is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

**WHEREAS**, as required by the Laws and/or the nature of services provided, personnel of the Engineer are duly registered as engineers under the laws of the State of California; all such personnel are qualified, experienced and capable of completing the Basic Services tasks assigned them for an Assigned Project.

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

1. Basic Services

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

1.2. Relationship of Engineer to Other Assigned Project Participants. The Engineer’s services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor, the Construction Manager, if one is

retained by the District for an Assigned Project. The Engineer's services and the Design Documents prepared by or through the Engineer for an Assigned Project shall conform to processes, procedures and standards established by the District and/or processes, procedures and standards established by the Construction Manager or the District for an Assigned Project. The Contractor awarded the Construction Contract for an Assigned Project is responsible for performance of its obligations under the Construction Contract. Engineer's services hereunder shall not be deemed or construed to be Engineer's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

- 1.3. Engineer Independent Contractor Status. The Engineer is an independent contractor to the District. The express terms hereof set forth the limited extent to which Engineer is authorized to act on behalf of the District in its independent contractor capacity. The Engineer shall be liable for the consequences of Engineer's actions or conduct which exceeds the express limited scope of Engineer's authority to act on behalf of the District as set forth herein.
- 1.4. Engineer Standard of Care. Engineer shall provide the Basic Services and authorized Additional Services for an Assigned Project: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of an Assigned Project; (iii) the terms of this Agreement and the PAA for an Assigned Project; and (iv) in accordance with applicable standards of care regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. Neither the Engineer nor its respective employees shall engage in any conduct or activity, accept any employment or compensation which actually or reasonably appears to compromise the Engineer's obligations to the District under this Agreement.
- 1.5. Engineer Representation. The Engineer shall designate a Project Engineer and/or Job Captain for all Phases of Basic Services for an Assigned Project. Unless approved by the District for an Assigned Project, the Project Engineer or Job Captain designated by the Engineer for an Assigned Project shall be the same for all Phases of Basic Services for the Assigned Project. The Engineer's Project Engineer and/or Job Captain shall: (i) be reasonably satisfactory to the District; (ii) will not be replaced without approval of the District; (iii) shall have the overall responsibility for performance of Engineer's obligations hereunder; and (iv) be authorized to act on behalf of the Engineer in discharge of Engineer's services hereunder. If the Project Engineer or Job Captain designated by the Engineer for an Assigned Project is replaced, the District shall have the right to approve of the replacement Project Engineer or Job Captain for the Assigned Project. During the Construction Phase of an Assigned Project, the Project Engineer and/or Job Captain shall be readily available to communicate by telephone, correspondence, necessary Site visits, e-mail or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption to construction of the Assigned Project.
- 1.6. Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of the Assigned Project, including without limitation, the California Community Colleges Chancellor's Office, California Department of Finance, Division of State Engineer and the California Public Works Board.
- 1.7. Meetings. The Engineer, as necessary, appropriate or requested by the District, shall attend and participate in meetings, forums and other conferences ("Meetings") relating to the design, bidding or construction of an Assigned Project. Without limiting the generality of the foregoing, the Engineer shall attend and participate in Meetings with the Construction Manager, District, end-user groups, shared governance councils/committees, Board of Trustees and organized



public forums relating to an Assigned Project. The Engineer shall promptly respond to matters assigned to or designated for response, review or other action by the Engineer. If requested by the District, the Engineer shall prepare and distribute minutes of Meetings relating to an Assigned Project.

- 1.8. Phased Construction/Construction By Multiple Trade Contractors. Whether or not reflected in the PAA issued by the District for any Assigned Project, the District reserves the right to complete construction of an Assigned Project in phases and/or by multiple Trade Contractors, each under separate contract with the District for constructing a portion of an Assigned Project. The election of the District to phase construction of an Assigned Project or to construct an Assigned Project with multiple Trade Contractors shall not result in increase of the Contract Price to the Engineer for an Assigned Project.
- 1.9. Existing Conditions Investigation. The Engineer shall inspect the Site of an Assigned Project to ascertain existing conditions, facilities or other improvements on or about the Site of an Assigned Project as necessary to produce complete and accurate Design Documents for the Assigned Project. If the Assigned Project involves any existing improvements, the Engineer shall review any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District and Construction Manager in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District.
- 1.10. Obligation to Design Within Construction Budget. A material obligation of the Engineer under this Agreement and in connection with each Assigned Project hereunder is the Engineer's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Design Documents for an Assigned Project shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives"). The election to incorporate any Design Alternatives into an Assigned Project shall be solely that of the District. Basic Services of the Engineer include incorporation of District selected Design Alternatives into the Design Documents for an Assigned Project.
- 1.11. Conformity to District Standards. Design Documents prepared by or through the Engineer for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.
- 1.12. Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of an Assigned Project ("Regulatory Agencies"). All of the Engineer's verbal communications with Regulatory Agencies shall be reduced to writing. The Engineer shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Engineer to any Regulatory Agency relating to an Assigned Project. The Engineer shall be responsible and liable to the District for all consequences of the Engineer's failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to an Assigned Project.
- 1.13. Assigned Projects. The Engineer acknowledges that the District has the sole discretion to retain others to provide other engineering, architectural or related design professional services for any District work of improvement. Unless the District issues the Engineer a PAA for an

Assigned Project pursuant to the terms hereof, the Engineer is not obligated to provide any services hereunder and there is no compensation due from the District to the Engineer.

2. Basic Services: Pre-Design (Programming) Phase.
  - 2.1. General. The Engineer shall review the Construction Budget and other information provided by the District regarding an Assigned Project to ascertain the requirements and constraints of the Assigned Project.
  - 2.2. Site Observations. The Engineer shall visit the Site of an Assigned Project to become familiar with physical conditions and existing improvements at the Site as they relate to design of Assigned Project. Unless specifically indicated in this Agreement, the Site observations of the Engineer do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Engineer is responsible for noting and incorporating patently observable existing Site conditions into the Assigned Project Design Documents. If the Assigned Project involves any existing improvements, the Engineer shall review and verify the accuracy of any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District; failure of the Engineer to do so shall result in the Engineer's assumption of responsibility for correcting discrepancies between actual conditions and those described in the District-provided materials and incorporating the actual conditions into Design Documents for the Project without adjustment of the Contract Price are the Engineer for an Assigned Project.
  - 2.3. Assigned Project Program Statement. In consultation with the District and the Construction Manager, understandings shall be arrived at with respect to the scope, requirements and constraints of the Assigned Project. Engineer shall provide the District with a written evaluation ("the Program Statement") of the District's requirements and constraints, including the selection of materials, building systems, equipment, the Construction Budget for the Assigned Project and alternative approaches to design and construction of the Assigned Project. The Engineer shall modify the Program Statement as necessary for the District's acceptance of the entirety of the Program Statement. The Engineer's development and preparation of the Design Documents for an Assigned Project shall conform to the District accepted Program Statement for the Assigned Project.
3. Basic Services: Preliminary Plans Phase.
  - 3.1. Initial Preliminary Plans. Based upon the District accepted Program Statement for the Assigned Project, the Engineer shall prepare Initial Preliminary Plans consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Preliminary Plans shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; (v) perspective sketches; and (vi) other documents requested by the District relating to the preliminary design of an Assigned Project. Upon completion of the Initial Preliminary Plans, or at such other intervals during Engineer's development of Initial Preliminary Plans as established in the PAA for an Assigned Project, Engineer shall submit the same to the District and the Construction Manager for information, review and comments.
  - 3.2. Final Preliminary Plans. The District, the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the comments of the District and the Construction Manager to the Initial Preliminary Plans are to be incorporated into the Final Preliminary Plans. The Engineer shall prepare Final Preliminary Plans which consist of the Initial Preliminary Plans revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Preliminary Plans, Engineer shall submit the same to the District for review and acceptance.

- 3.3. Design Documents. As required for an Assigned Project, Design Documents completed by the Engineer in the Preliminary Plans phase for an Assigned Project shall include without limitation the following:
- 3.3.1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.
  - 3.3.2. Design/Details. Development and expansion of the Assigned Project requirements to establish the scope, relationships, forms, sizes and appearance of the Project through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.
  - 3.3.3. Structural Design/Documentation. If the services under this Agreement are for structural engineering, development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.
  - 3.3.4. Mechanical Design/Documentation. If the services under this Agreement are for mechanical engineering, develop mechanical design to establish: (i) approximate equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment; (iv) required chases and clearances; (v) acoustical and vibration control; (vi) visual impacts; and (vii) energy conservation measures.
  - 3.3.5. Electrical Design/Documentation. If the services under this Agreement are for electrical engineering, develop electrical design to establish: (i) criteria for lighting, electrical, audio/visual and telecommunications (voice/data); (ii) approximate equipment sizes and capacities; (iii) equipment layouts; (iv) required space for equipment; (v) required chases and clearances; (vi) visual impacts; and (vii) energy conservation measures.
  - 3.3.6. Plumbing and Fire Protection. If the services under this Agreement are for plumbing engineering, develop plumbing design to establish: (i) general location of plumbing lines; (ii) plumbing line sizing; and (iii) plumbing fixtures. Develop fire protection design showing generally sprinkler piping layout, fire department access areas and connections, and main utility connection.
- 3.4. Constructability; Value Engineering Reviews of Preliminary Plans. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Preliminary Plans for an Assigned Project as set forth in the PAA for the Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews or Value Engineering Reviews of the Preliminary Plans, the Engineer shall submit Preliminary Plans to the District for such Constructability Reviews and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District and the Construction Manager and Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Preliminary Plans. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments as directed by the District. The Preliminary Plans shall incorporate mutually agreed upon comments or comments as directed by the District. Engineer shall revise Preliminary Plans as necessary to obtain the District's reasonable acceptance thereof.
- 3.5. Preliminary Plans Construction Cost Estimate. If required by the PAA for an Assigned Project, the Engineer shall prepare and deliver to the District a Construction Cost Estimate of the Preliminary Plans for the Assigned Project as depicted in the Final Preliminary Plans. If the Construction Cost Estimate of the Preliminary Plans materially exceeds the District's Construction Budget for the Assigned Project, the Engineer shall consult with the District and

the Construction Manager to identify revisions to the Preliminary Plans as necessary so that the Construction Cost Estimate for the Work depicted in the Final Preliminary Plans is consistent with the Construction Budget for the Assigned Project. Revisions of the Preliminary Plans to conform with the Construction Budget shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications to, or inclusions in, the scope of the Assigned Project or component parts thereof which cause the Project Construction Budget to be exceeded.

4. Basic Services; Working Drawings Phase.

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

4.2. Working Drawings. Unless otherwise set forth in the PAA for an Assigned Project, the Working Drawings shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams. Without limiting the generality of the foregoing component parts of the Working Drawings shall include:

4.2.1. Demolition. Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.

4.2.2. Structural. Foundation details, structural notes and structural calculations.

4.2.3. Mechanical. Floor plans with all components and service/access areas drawn to scale, duct sizing and air flow quantities, detailed piping and duct design with sizing and coordinated with structural supports, equipment details with structural support and vibration isolation methods, penetration and sleeve details, space zoning, installation details, detailed controls requirements and design calculations for mechanical equipment, supporting infrastructure and structural supports to mechanical equipment and ducts.

4.2.4. Plumbing and Fire Protection. Fire protection plans with header and riser layouts, detailing piping design with sizing indicated, sprinkler zone locations, sprinkler installation details including structural supports, penetration details and design calculations. Plumbing components shall be completely identified and located.

4.2.5. Electrical. Details of power service to the Assigned Project, power plans showing primary cable, raceways, feeder conduits, electrical loads, duplex and special receptacles and branch circuitry design, connections with other building systems, including fire/life-safety, mechanical and telecommunications, grounding details, penetration details. The Electrical Working Drawings shall include interior/exterior lighting with control systems, lighting panels, switching and circuiting, installation details, conduit/wire size notes for lighting branch circuits.

- 4.2.6. Specifications. The Working Drawings Phase Specifications shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Assigned Project.
- 4.3. Review of Working Drawings Status. At intervals established in the PAA for an Assigned Project or as mutually agreed upon by the District and Engineer, the Engineer shall provide to the District and/or the Construction Manager, for review and information, the Drawings, Specifications and other documents depicting the then current status of the Engineer's preparation of Working Drawings.
- 4.4. Constructability and Value Engineering Reviews of Working Days. The District will conduct, or cause to be conducted, Constructability Reviews and/or Value Engineering Reviews of the Working Drawings for an Assigned Project as set forth in the PAA for an Assigned Project. If the Design Documents for an Assigned Project are subject to either Constructability Reviews and/or Value Engineering Reviews, the Engineer shall submit Working Drawings to the District for such Constructability and/or Value Engineering Reviews as set forth in the PAA for the Assigned Project. The District, the Construction Manager and the Engineer will confer and consult with each other to arrive at mutual understandings and agreements as to which of the Constructability Review and/or Value Engineering Review comments are to be incorporated into the Working Drawings. If mutual agreement is not reached, the Engineer shall incorporate such Constructability Review and/or Value Engineering Review comments into the Working Drawings as directed by the District. The Engineer shall submit revised Working Drawings to the District for acceptance. The Engineer shall revise Working Drawings as necessary to obtain the District's reasonable acceptance thereof.
- 4.5. Detailed Construction Cost Estimate. At such time as the Engineer achieves fifty percent (50%) completion of the Working Drawings, the Engineer shall prepare a detailed Construction Cost Estimate for the Work depicted in the fifty percent (50%) completed Working Drawings ("the 50% Estimate"). If the detailed 50% Estimate materially exceeds the Construction Budget for the Assigned Project, the Engineer shall revise the Working Drawings as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Working Drawings shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.
- 4.6. Approvals/Permitting of Working Drawings. The Engineer shall assist the District in obtaining all necessary approvals or permits for the Working Drawings for an Assigned Project from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals by the Division of State Engineer ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Engineer shall revise Working Drawings as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over the Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance.
- 4.7. Engineer Provision of Working Drawings. The Engineer shall provide the District with one (1) clear background, reproducible copy of the Drawings included in the final District accepted Working Drawings for bidding and construction purposes of each Assigned Project. Reproduction of these sets of Design Documents for an Assigned Project is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Engineer, in which case, the Engineer shall bear all costs of preparing revisions or corrections and reproduction of Working Drawings.
5. Basic Services; Bidding Phase.
- 5.1. Development of Bid Documents. In consultation with the District and the Construction Manager,

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

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

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

5.4. Pre-Construction. The Engineer shall complete the following as necessary for an Assigned Project:

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

5.4.2. Project Inspector; Materials Tests/Inspections. As requested by the District, the Engineer shall assist in the District's selection and retention of a Project Inspector and/or materials test/inspection services for the Assigned Project.

5.4.3. DSA PR 13-01. The Engineer shall complete pre-construction activities required by DSA PR 13-01 for the Design Professional in Charge.

5.4.4. Contractor Meetings. Attend and participate in pre-construction meetings with the District, Construction Manager and Contractor.

6. Basic Services; Construction Phase.

6.1. Administration of Construction Contract. Engineer will provide assistance to the District in administration of the Construction Contract for the Assigned Project and construction of the Assigned Project. The scope of the Engineer's services in administration of the Construction

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

6.2. Site Observations. The Engineer shall attend weekly meetings at the Site and other meetings relating to the Assigned Project and shall visit the Assigned Project Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of completed construction and to generally determine if construction of the Assigned Project is being performed in a manner indicating that upon completion it will be generally in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an Engineer, the Engineer shall: (i) keep the District informed of the progress and quality of the construction of the Assigned Project; and (ii) endeavor to guard the District against defects and deficiencies in the Assigned Project construction and the failure or refusal of the Contractor to construct the Assigned Project in accordance with the terms and intent of the Construction Contract and the Construction Documents. Without limiting any other right or remedy of the District whether pursuant to this Agreement or by operation of law, if in the course of its Site observations, the Engineer fails to discover or report to the District any patently observable major defect or deficiency in construction of the Assigned Project which by exercise of due care should have been observed by the Engineer and reported to the District, the Engineer will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The foregoing shall not be deemed to obligate the Engineer to observe or inspect concealed conditions, unless the nature of the visually apparent conditions are such that a prudent Engineer would conduct observations or inspections of related concealed conditions to confirm that there are no major defects or deficiencies in the concealed conditions. The provisions hereof shall not be construed as requiring the Engineer to make exhaustive or continuous Site observations to check on the quality or quantity of the Assigned Project construction. The Engineer shall have access to the Assigned Project wherever in preparation, fabrication or progress.

6.3. Contractor Applications for Payment.

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

6.3.2. Certification of Payment Due. Based on the Engineer's observations and evaluations and in conjunction with the observations and evaluations of the Construction Manager and the Project Inspector, the Engineer shall certify the amount due the Contractor on each Application for Progress Payment. Such certification shall be the Engineer's

representation to the District that based upon the Engineer's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. Issuance of a Certificate for Payment shall constitute Engineer's representation to the District that the Contractor is entitled to the amount certified.

- 6.3.3. Limitations Upon Engineer's Certification. The Engineer's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment shall not be deemed a representation that the Engineer has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Engineer hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.
- 6.3.4. Final Payment. In conjunction with the Construction Manager and the Project Inspector, the Engineer shall review, evaluate and certify for payment the Contractor's Application for Final Payment.
- 6.3.5. Timely Action by Engineer. Upon receipt of any of the Contractor's Applications for Progress Payment and the Application for Final Payment, the Engineer shall promptly commence and complete its review, evaluation and certification of the amount due on each such application so that the District can make payment of the amount certified within the time permitted by law without incurring liability for interest and/or the Contractor's attorneys' fees resulting from untimely payments of any Progress Payment or the Final Payment. If the Engineer fails to take timely action pursuant to the preceding, the Engineer shall be liable to the District for all costs, demands, liabilities or losses arising out of or related to such failure to timely take action.
- 6.4. Rejection of Work. The Engineer shall have the authority, after notification to the District and Construction Manager, to reject Work of an Assigned Project which does not conform with the requirements of the Construction Contract. Whenever the Engineer considers it necessary or appropriate for implementation of the intent of the Construction Contract upon notice to the District and Construction Manager, and authorization by the District, the Engineer may require additional inspection or testing of materials/equipment from an Assigned Project in accordance with the provisions of the Construction Contract, whether such materials/equipment are prepared, fabricated, installed or constructed. This authority of the Engineer, or the Engineer's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Engineer to the District, the Contractor or any others constructing any portion of the Assigned Project to exercise or not to exercise such authority.
- 6.5. DSA.
- 6.5.1. Project Inspector. The Engineer shall consult with and cooperate with the Project Inspector in discharge of the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Engineer shall: (i) assist in development of solutions to such conditions; and (ii) assist the Project Inspector in oversight of corrective measures.
- 6.5.2. Materials Tests/Inspections. The Engineer shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate.



The Engineer shall review materials test/inspection reports, data and similar materials (“Test Reports”) for confirmation of compliance with requirement of the Construction Contract; the Engineer shall advise the District, Construction Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

6.5.3. Reports; Communications. The Engineer shall file DSA Reports as required by the Laws. The Engineer shall communicate with DSA regarding the Project on behalf of the District; the Engineer shall keep the District informed of Engineer/DSA communications relating to the Assigned Project.

6.6. Submittals.

6.6.1. Submittal Procedures. In consultation with the District and the Construction Manager, the Engineer shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing the Contractor’s Submittals required for an Assigned Project.

6.6.2. Submittal Review. The Engineer shall review, and take appropriate action upon Submittals for the purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Engineer’s actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Engineer’s professional judgment to permit adequate review. If a Submittal Schedule or time frames for completion of the Engineer’s review and evaluation of Submittals are developed and established pursuant to the Construction Contract with the participation and concurrence of the Engineer, Engineer’s actions hereunder shall conform with such Submittal Schedule or time frames; Engineer shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance with such Submittal Schedule. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

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

6.7. Changes.

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

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

6.7.3. Authority to Direct Minor Changes. The Engineer may authorize and direct minor Changes in the Work of an Assigned Project which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Engineer and copied to the District and the Construction Manager for an Assigned Project.

6.8. Interpretations.

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

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

6.8.3. Effect of Engineer's Decisions. The Engineer'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 Engineer 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 Engineer's discharge of due care. The Engineer's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.

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

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

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

7. Basic Services; Post Construction Phase.

7.1. Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Project Inspector and the Construction Manager, the Engineer shall inspect the Work to

determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Engineer shall determine and certify the date of Substantial Completion of the Assigned Project, or portions thereof.

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

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

7.4. Close-Out Documents.

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

7.4.2. DSA Certification. The Engineer shall assist the District in preparation and submittal of such documentation as required by DSA for DSA Certification of the Assigned Project. The Engineer shall advise and assist the District in completing remedial/corrective measures required for issuance of DSA Certification.

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

8. Additional Services.

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

PAA for an Assigned Project. Additional Services described in this Paragraph 8, which are not part of the Basic Services of an Assigned Project shall be compensated for the same in accordance with the provisions of this Agreement relating to payments for District authorized Additional Services.

- 8.2. Contingent Additional Services. If the District requests the Engineer to complete any of the following Contingent Additional Services and such Contingent Additional Services are not necessary as a result (in whole or in part) of deficiencies in the Design Documents for an Assigned Project or fault/neglect of the Engineer, the Engineer will be compensated for such District-requested Contingent Additional Services as set forth in this Agreement. If any of the following Contingent Additional Services are requested by the District as a result of deficiencies in the Design Documents for an Assigned Project and/or fault/neglect of the Engineer, no compensation is due from the District to the Engineer for completing such Contingent Additional Services.
- 8.2.1. Design Document Revisions. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Assigned Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Assigned Project where such enactment or revision could not have been reasonably foreseen by Engineer; or (iii) due to the District's failure to render decisions in a timely manner.
- 8.2.2. District/Contractor Default. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Engineer in its Site observations under Paragraph 6.2 hereof.
- 8.2.3. Design Documents Changes. Except as provided in Paragraph 6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work of an Assigned Project.
- 8.2.4. Contractor Substitutions. Providing services in connection with the evaluation(s) or request(s) by the Contractor for an Assigned Project to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.
- 8.2.5. Damaged Work. Providing consultation or other services in connection with repairs, replacements or corrections of the Work of an Assigned Project damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Engineer or its employees, agents or representatives have caused or contributed to such damage or destruction to an Assigned Project.
- 8.2.6. Excessive Contractor Claims. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor for an Assigned Project, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through Engineer hereunder.
- 8.2.7. Expert Witness. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of an Assigned Project, except where Engineer is a party thereto, is called as a percipient witness (in which case Engineer shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.
- 8.3. Optional Additional Services. The Optional Additional Services described herein shall be provided by Engineer only upon the specific written request of the District. Optional Additional

Services shall be compensated for in accordance with the terms of this Agreement.

- 8.3.1. Future Improvements. Services relative to future systems, facilities or equipment not included within the scope of an Assigned Project.
- 8.3.2. Existing Conditions. Services to investigate existing conditions or facilities not included within the scope of an Assigned Project or to provide measured drawings thereof.
- 8.3.3. Furniture, Furnishings, Equipment. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Construction Contract for Assigned Project or identified as part of the Engineer's scope of Basic Services for an Assigned Project in the PAA for such an Assigned Project.
- 8.3.4. Financial/Special Studies. Providing financial feasibility or other special study in connection with an Assigned Project.
- 8.3.5. Special Surveys. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions, to the extent not included in the scope of Basic Services for an Assigned Project.
- 8.3.6. Operational/Maintenance Cost Analysis. Analysis of ownership, operational or maintenance costs of an Assigned Project or the components thereof to the District.

9. District Responsibilities.

- 9.1. Information. The District shall provide full information regarding the Assigned Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Assigned Project. Except as set forth herein, the Engineer shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District. The foregoing notwithstanding, if any information provided by the District to the Engineer consists of information relating to existing "as built" conditions of improvements on or about the Site of an Assigned Project, the Engineer shall be entitled to rely upon information in concealed or covered conditions, but the Engineer shall independently verify the accuracy and completeness of information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Engineer encounters conditions different than noted in the District provided information, the Engineer shall notify the District, and the Construction Manager in writing of such encountered discrepancies.
- 9.2. District Representative. The District shall designate a representative to act on the District's behalf with respect to an Assigned Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Engineer's services hereunder.
- 9.3. District Consultants. The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for an Assigned Project.
- 9.4. Test and Inspections. The District shall furnish or otherwise retain inspection or testing services in connection with construction of an Assigned Project as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 9.5. District Notice of Non-Conformity. The District will give prompt written notice to the Engineer if the District becomes aware of any fault, failure or neglect of Engineer or the services provided by Engineer hereunder; provided that the failure or delay by District in giving such written notice

shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Engineer. Upon receipt of such notice, a material obligation of the Engineer under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

10. Insurance and Indemnity.

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

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

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

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

10.5. Coverage Amounts. Insurance to be procured and maintained by Engineer hereunder shall be in the coverage amounts set forth in the Agreement.

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

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

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law

Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability	Combined Single Limit: One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

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

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

10.10. Indemnity.

10.10.1. Engineer Indemnity. To the fullest extent permitted by law, the Engineer shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, Trustees, agents and representatives (collectively “the Indemnified Parties”) from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of Engineer’s employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct of Engineer or the employees, agents and representatives of the Engineer in performing or providing any of the obligations, services or other work product contemplated under this Agreement. The foregoing shall include without limitation, reasonable attorneys’ fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

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

11. Engineer Compensation

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

11.2. Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price. Unless otherwise expressly provided in the PAA for an Assigned Project, the Contract Price for an Assigned Project includes the Engineer’s fee, personnel expense of the Engineer, inclusive of all benefits and burdens, travel for the personnel of the Engineer to and from their respective offices and the District as well as travel within the **counties of Los Angeles, Orange, Riverside, San Bernardino, Ventura and Kern**, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.

11.3. Reconciliation of Contract Price Computed by Percentage of Construction Costs. If the Contract Price for an Assigned Project is based on a percentage of Construction Costs, the District’s disbursement of portions of the Contract Price for the Assigned Project for the Phases

of Basic Services through and including the Bidding Phase shall be based upon the percentage of the Construction Budget set forth in the PAA for an Assigned Project and limited to the percentage of the Contract Price allocated for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services established in the PAA for an Assigned Project. As soon as is practical after completing the Bidding Phase of the Assigned Project, the District and the Engineer shall review payments of the Assigned Project Contract Price theretofore made for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services based upon the Construction Budget for the Assigned Project. Based upon the 50% Estimate prepared by the Engineer pursuant to Paragraph 4.4 above, payments of the Contract Price previously made by the District for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services of the Assigned Project will be reconciled with the amount due for these Phases of the Basic Services by applying the percentage of the Contract Price allocated to each of these Phases to the 50% Estimate. If upon such reconciliation, it is determined that the payments of the Contract Price theretofore made by the District exceed the cumulative amount due for the Pre-Design (Programming), Preliminary Plans, Working Drawings and Bidding Phases based upon the 50% Estimate and the cumulative percentages of the Contract Price allocated to these Phases, the overpaid amount shall be credited against the Engineer's billings for Construction Phase Basic Services or authorized Additional Services until the entire credit balance is exhausted. If upon such reconciliation, it is determined that payments of the Contract Price theretofore made by the District are less than the amount due based upon the 50% Estimate and the cumulative percentages of the Contract Price allocated to the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services, payment of the underpaid amount will be made by the District within thirty (30) days of the completion of such reconciliation. If the District has prepared, or caused to be prepared by others, an Estimate of Construction Costs based upon the fifty percent (50%) completed Working Drawings ("the District Estimate") which varies from the Engineer's 50% Estimate by three percent (3%) or more, the Engineer, the District and the District's estimator shall meet and confer as necessary to reconcile such differences and to establish the Reconciled Estimate for the Assigned Project. In such event, the reconciliation of the payments made by the District for the Pre-Design, Preliminary Plans, Working Drawings and Bidding Phases of the Basic Services for the Assigned Project shall be based upon the Reconciled Estimate. If the scope of the Engineer's Basic Services for an Assigned Project does not include the 50% Estimate, the Contract Price for all Basic Services for such Assigned Project shall be based upon the Construction Budget set forth in the PAA for such Assigned Project. Whether or not the Engineer's scope of Basic Services for an Assigned Project includes the 50% Estimate, no further adjustment of the Contract Price for any Assigned Project will be made based upon the Contract Price(s) of the Construction Contract(s) awarded by the District for the Assigned Project, except for: (a) adjustments in strict conformity with Article 11.4 below; (b) District directed or authorized material changes in the scope of an Assigned Project after the Engineer's completion of the 50% Estimate; or (c) District directed or authorized material changes in the scope of an Assigned Project after issuance of the PAA for such an Assigned Project where the scope of the Engineer's Basic Services for such an Assigned Project does not include providing a 50% Estimate and the District directed/authorized changes to the scope of the Assigned Project result in material changes the Construction Budget for the Assigned Project.

- 11.4. Construction Phase Changes: Adjustment of Contract Price. The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for the Assigned Project. If services of the Engineer are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the



Design Documents or failures of the Engineer to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably necessary for personnel of the Engineer to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services, services required of the Engineer in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.

- 11.5. Reimbursable Expenses. The Contract Price for Engineer's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Engineer to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the office of the Engineer to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.
- 11.6. Additional Services. If the District authorizes or directs the Engineer to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Engineer shall be compensated for its personnel providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").
- 11.7. District Payments.
- 11.7.1. Allocation of Contract Price. The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.
- 11.7.2. Engineer Billings to District. During the course of providing Basic Services for an Assigned Project, Engineer shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Engineer's billings shall be in such form and format as may be reasonably requested by District.
- 11.7.3. District Payments to Engineer. Within thirty (30) days of receipt of Engineer's billing invoices, District will make payment to Engineer of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Engineer hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Engineer hereunder if Engineer shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Engineer has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Engineer under any billing invoice rendered by Engineer under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Engineer an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

## 12. Term; Time.

- 12.1. Term. The initial term of this Agreement shall commence upon the District and the Engineer each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to

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

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

13. Termination; Suspension

13.1. Termination for Default. Either the District or Engineer may terminate this Agreement or a PAA upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder or in connection with a PAA and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Engineer if: (a) Engineer becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Engineer or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Engineer or any of Engineer's property on account of Engineer's insolvency; or (b) if Engineer disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the Contract Price due the Engineer, if any, shall be based upon Basic Services and authorized Additional Services for each Assigned Project as of the date of termination provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price due for such Assigned Projects and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Engineer, if any, shall be made by District only after completion of the Post-Construction Phase of all pending Assigned Projects as of the date of termination. Engineer shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Engineer's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Engineer hereunder for Basic Services or authorized Additional Services.

13.2. District's Right to Suspend. The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Engineer's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or

Engineer's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Engineer's default or the acts or omissions of Engineer, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Engineer, if any, as a direct result of the suspension and resumption of Assigned Project construction or Engineer's services under a PAA.

- 13.3. District's Termination for Convenience. The District may, at any time, upon seven (7) days advance written notice to Engineer terminate this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Engineer. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Engineer or such other time as the District and Engineer may mutually agree upon. In such event, the District shall make payment of the Contract Price to Engineer for services provided through the date of termination plus actual costs incurred by Engineer directly attributable to such termination.
- 13.4. Engineer Suspension of Services. If the District shall fail to make payment of the Contract Price for an Assigned Project when due Engineer hereunder, Engineer may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Engineer shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 13.5. Engineer Obligations Upon Termination. Upon the District's exercise of the right of termination under Paragraph 13.1 or Paragraph 13.3 of this Agreement, the Engineer shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Engineer shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Engineer under this Agreement. The Engineer shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Engineer may, at its sole cost and expense, make reproductions of the originals delivered to the District.
14. Miscellaneous.
- 14.1. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Engineer.
- 14.2. Marginal Headings; Captions. Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Engineer and District hereunder.
- 14.3. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 14.4. Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Engineer hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 14.5. Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Engineer and the District. Neither Engineer nor District shall assign rights or obligations hereunder without the prior consent of the other,

which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

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

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

If to District:

Antelope Valley Community College District  
Administration Building, Contracts/Purchasing Agent  
3041 West Ave K  
Lancaster, California 93536

If to Engineer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14.8. Disputes.

14.8.1. Continuation of Engineer Services. Except in the event of the District’s failure to make undisputed payment of the Contract Price due Engineer for an Assigned Project, notwithstanding any disputes between District and Engineer hereunder or in connection with an Assigned Project, Engineer and District shall each continue to perform their respective obligations hereunder; including the obligation of the Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

14.8.2. Mandatory Mediation. All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the American Arbitration Association (“AAA”) and the Construction Mediation Rules of the AAA in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Engineer commencing binding dispute proceedings.

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

14.10. Definitions.

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

- 14.10.2. Contractor. The individual or entity awarded the Construction Contract by the District for the Project. If an Assigned Project is constructed by a general contractor, references to the contractor in this Agreement or the PAA for an Assigned Project shall be to such general contractor. If an Assigned Project is constructed by multiple trade contractors, references to the contractor in the Agreement or the PAA for an Assigned Project shall be to such multiple trade contractors, individually or collectively, as required by the context in which such term is used.
- 14.10.3. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Engineer for an Assigned Project or any portion thereof.
- 14.10.4. Submittals. Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work of an Assigned Project.
- 14.10.5. Site. The physical area for construction and related activities of an Assigned Project.
- 14.10.6. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.
- 14.10.7. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract to complete the Project.
- 14.10.8. Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Engineer. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of the Assigned Project as modified from time-to-time.
- 14.10.9. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on behalf of the Engineer of the current costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of the Assigned Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Assigned Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.
- 14.10.10. Construction Manager. The Construction Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services and/or work product in connection with the design and/or construction of an Assigned Project. Services, functions and responsibilities of the Construction Manager shall be provided in conjunction with and complementary to the Engineer's services and work product under this Agreement. If the District has not retained or designated a Construction Manager as of the issuance of a PAA for an Assigned Project, without adjustment of the Contract Price for any Assigned Project, the District reserves the right to subsequently retain a Construction Manager to provide services and/or work product for

the Assigned Project as generally described herein.

- 14.10.11. Assigned Project. An Assigned Project is the Project described in a PAA issued by the District under this Agreement.
- 14.10.12. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Engineer which establishes the specific terms and conditions for the Engineer's performance and provision of Engineering and related services for an Assigned Project. The form of PAA is attached as Exhibit A to the Agreement. Notwithstanding execution of the Agreement by the District and the Engineer, the Engineer shall have no right to provide Engineering services or to be compensated for any Project which may be undertaken by the District unless the District has theretofore issued a PAA for such Project and the PAA is mutually executed by the District and the Engineer.
- 14.10.13. Construction Cost Estimate. Construction Cost Estimates are estimates prepared by or on the behalf of the Engineer of the anticipated costs of labor, materials, equipment and services plus a reasonable allowance for the Contractor's profit, overhead and administrative cost as necessary to complete construction of an Assigned Project in accordance with the Design Documents for the Assigned Project. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of bids for the Work of the Assigned Project and Changes in the Work during construction of the Assigned Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.
- 14.11. Use and Ownership of Design Documents.
- 14.11.1. Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Engineer for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2002 files (or similar computer-aided drafting of design formats), or other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Engineer, and such design may not be re-used by the Engineer or its employees without the specific prior written consent of the District which may be granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Engineer.
- 14.11.2. Right to Use. The Engineer grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Engineer for the purposes of: (i) construction of all or part of an Assigned Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Engineer in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Engineer or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or

omissions of the Engineer; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Engineer shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless the Engineer from claims arising out of the use or re-use of the Project Documents on such other project.

14.11.3. District License to Use Project Documents. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein.

14.11.4. Engineer Right to Grant License. The Engineer represents and warrants that the Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents prepared by or through the Engineer under this Agreement.

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

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

**“District”**  
**ANTELOPE VALLEY COMMUNITY**  
**COLLEGE DISTRICT**

**“Engineer”**  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PROJECT ASSIGNMENT AMENDMENT  
EXHIBIT A TO  
AGREEMENT FOR ON-GOING ENGINEERING SERVICES**

This Project Assignment Amendment (“PAA”) is entered by and between Antelope Valley Community College District and \_\_\_\_\_ (“Engineer”) as of [Click here to enter a date.](#)

Whereas, the District entered into a written Agreement entitled Agreement for On-Going Engineering Services (“Agreement”) generally establishing terms and conditions for the Engineer’s design professional services for Projects assigned by the District to the Engineer.

Whereas, this PAA sets forth the specific terms and conditions applicable to the District assignment of the Assigned Project to the Engineer for completion of design professional services.

NOW THEREFORE, the District and Engineer and agree as follows:

1. Assigned Project Description. The Assigned Project is described as follows: \_\_\_\_\_
2. Assigned Project Construction Budget. The Construction Budget for the Assigned Project is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).
3. Assigned Project Basic Services. The Basic Services for the Assigned Project are:

<b>Basic Services Phases</b>
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.
Choose an item.

4. Assigned Project Schedule. The Engineer’s Completion of Basic Services for the Assigned Project shall be in accordance with the following:

<b>Basic Services Phases</b>	<b>Completion Date</b>
Choose an item.	<a href="#">Click here to enter a date.</a>
Choose an item.	<a href="#">Click here to enter a date.</a>
Choose an item.	<a href="#">Click here to enter a date.</a>
Choose an item.	<a href="#">Click here to enter a date.</a>
Choose an item.	<a href="#">Click here to enter a date.</a>
Choose an item.	<a href="#">Click here to enter a date.</a>



5. Assigned Project Contract Price. The Contract Price for completion of the Assigned Project Basic Services is \_\_\_\_\_. The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
Choose an item.	
Choose an item.	
Choose an item.	
Choose an item.	
Choose an item.	
Choose an item.	

6. Agreement Terms. All terms of the Agreement are incorporated herein and applicable to the Assigned Project, except as modified by the terms of this PAA.

The District and Engineer have executed this PAA as of the date set forth above.

**“District”**  
**ANTELOPE VALLEY COMMUNITY**  
**COLLEGE DISTRICT**

**“Engineer”**

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**PROPOSAL  
(RFQ Attachment C)**

Respondent: \_\_\_\_\_

The above-identified Respondent submits the following Proposal for completing Engineering and related design professional services for the Instructional Building #1 Project ("Project")

**1. Respondent's Proposed Project Team**

Project Executive	Name: _____ <input type="checkbox"/> California licensed Engineer <input type="checkbox"/> California registered engineer
Project Manager; Job Captain	Name: _____ <input type="checkbox"/> California licensed Engineer <input type="checkbox"/> California registered engineer
Design Phase Manager	Name: _____ <input type="checkbox"/> California licensed Engineer <input type="checkbox"/> California registered engineer
Construction Phase Manager	Name: _____ <input type="checkbox"/> California licensed Engineer <input type="checkbox"/> California registered engineer

**2. Proposed Pricing Methodology.** For completion of the Basic Services and other obligations of the Engineer under the On-Going Engineering Services Agreement for each Assigned Project, the Respondent proposes the following pricing methodology:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. Reimbursable Expenses.** The pricing methodology proposed in Paragraph 3 includes all costs, expenses and other charges for completing all Basic Services for an Assigned Project.

- Yes                       No

If the Pricing Methodology proposed in Paragraph 3 does not include all fees, costs or expenses incurred to complete the Engineering Services, the Respondent proposes billing the District for the following fees, costs or expenses incurred to complete obligations under the Engineering Services Agreement.

Travel.

Privately Owned Automobile Travel; Costs Per Mile. If personnel travel by a privately owned automobile, the charge per mile traveled is \_\_\_\_ cents (\_\_\_\_¢) per mile ("Mileage Charge").

Mileage Charges. The Mileage Charge billed to the District for travel by privately owned automobile will be for:

- Round Trip Travel  
 One Way Travel

Airfare. If travel is by air, the charge is the actual costs of economy class airfare without mark-ups.

- Yes

- No, billings will be for costs plus \_\_\_\_ percent (\_\_\_\_%) mark-up
- Rental Car. If travel is by a rental car, the billing is the actual costs for an economy class rental car without mark-ups.
- Yes
- No, billings will be for costs plus \_\_\_\_ percent (\_\_\_\_%) mark-up

Per Diem Expenses. If travel and overnight stay or more is required the per diem charge (excluding mileage, airfare charges or rental car charges) for lodging, meals and incidental expenses is:

Lodging \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day.  
Meals \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day.  
Incidental Expenses \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day.

Charges for Personnel Travel Time. If personnel travel, Respondent proposes to bill the District for travel time of personnel as follows:

- No travel charges for personnel travel (travel time included in Price Proposal).
- Flat rate travel charge for personnel travel of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per person travelling.
- Hourly rate charge for personnel travel at \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per hour per person travelling.

If an hourly rate is proposed, the billings are for:

- Round Trip Travel
- One Way Travel
- Not Applicable, no travel charge proposed for personnel travel time.

Communications.

Phone/Fax Charges: \_\_\_\_\_  
United States Mail Charges: \_\_\_\_\_  
Private Courier/Overnight Service: \_\_\_\_\_  
Other Communications Charges: \_\_\_\_\_

Production.

CAD/Plotting: \_\_\_\_\_  
Reproduction.  
Up to 11" x 14" size reproductions: \_\_\_\_\_  
Quarter sheet reproductions: \_\_\_\_\_  
Half-sheet reproductions: \_\_\_\_\_  
Full sheet reproductions: \_\_\_\_\_

**[CONTINUED NEXT PAGE]**

4. **Additional Services.** Set forth below the proposed hourly billing rates for Additional Services if the District authorizes any Additional Services.

Respondent Personnel Proposed Additional Services Hourly Billing Rates		
Name	Position/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel)

5. **Acknowledgment and Confirmation.** The Respondent certifies that all proposed personnel are duly registered, licensed and otherwise qualified to complete obligations under the Engineering Services Agreement and the engineering services assigned to such personnel, if the Engineering Services Agreement is awarded to Respondent. The undersigned: (i) has reviewed and verified the accuracy and completeness of the foregoing Proposal and (ii) is authorized to bind and commit Respondent to the foregoing Proposal.

By: \_\_\_\_\_  
 (Signature of Respondent's Authorized Officer  
 or Representative)

\_\_\_\_\_  
 (Typed or Printed Name)

Title: \_\_\_\_\_