

COLLEGE OF THE SEQUIOIAS COMMUNITY COLLEGE DISTRICT
Board of Trustees Meeting
July 8, 2019

**APPROVAL OF AGREEMENT: ARCHITECTURAL
DESIGN SERVICES FOR THE “BASIC SKILLS CENTER”
BUILDING**

9

Status: Action

Presented by: Byron Woods
 Dean, Facilities

Issue

The District is requesting authorization to enter into an agreement with TETER, LLP for architectural design and engineering services for the new construction of the “Basic Skills Center” building.

Background

In 2009, the District submitted a project proposal to the Chancellor’s Office requesting state funding to construct a new “Basic Skills Center” building that would centralize specific student support services on the COS Visalia campus. The proposed 21,145 SF building would replace the existing Buckeye and General Grant buildings, built in 1940 and 1963.

With the passage of California Proposition 51 in November 2016, the Chancellor’s Office recommended state funding for the project. After not being considered for funding in the 2017-18 and 2018-19 Governor’s Budgets, it is currently included in the 2019-20 Governor’s Budget. Assuming the project receives funding approval in July, the District will immediately launch into the design phase. Construction is tentatively scheduled for May 2021 through December 2022.

In anticipation of the “Basic Skills Center” project receiving state funding in July 2019, the District is actively preparing the resources necessary to meet the proposed scheduling demands of the Chancellor’s Office; the most significant resource being the Architect of Record for the project.

The District issued an RFQ (Request for Qualifications) for “on-going architectural services” in May 2019. A total of 9 response packages were received by the June 5, 2019 deadline. A selection committee, composed of District facilities management and classified staff, individually reviewed each response and ranked them based on professional qualifications and experience. The committee confidently recommended 5 design firms be considered as the “pool” for on-going architectural services for a term of 7 years (through June 2026). This recommendation for approval is being presented to the board at the July 8, 2019 board meeting.

Upon identifying the proposed pool, the selection committee invited the top 5 firms to participate in in-person interviews to determine the most qualified firm to provide architectural design and engineering services for the new “Basic Skills Center” project. Interviews were held on June 19, 2019 with all selection committee members present. A standardized list of interview questions was provided to each firm five days in advance of the interviews. Each firm had 45 minutes to answer each question and provide additional information about their firm that was relevant to the “Basic Skills Center” project and the services requested. Upon completion of the interviews, the selection committee unanimously determined that TETER, LLP was the most qualified design firm for this project.

TETER, LLP has provided the attached architectural services agreement dated July 8, 2019. The proposed fee structure and scope of work align with the specific requirements identified for this project by the Chancellor’s Office.

Recommended Action

It is recommended that the Board of Trustees authorize the District to enter into an agreement with TETER, LLP for architectural design and engineering services for the new construction of a “Basic Skills Center” building, pending receipt of state funding for this project.

ARCHITECTURAL SERVICES AGREEMENT

By and Between:

SEQUOIAS COMMUNITY COLLEGE DISTRICT

COLLEGE OF THE SEQUIOAS

And

TETER, LLP

For Project:

VISALIA CAMPUS - BASIC SKILLS CENTER

July 8, 2019

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This agreement (“AGREEMENT”) is dated July 8, 2019 and shall become effective on the date it is signed by a representative for each party and ratified by the DISTRICT’s Board (“Effective Date”). This AGREEMENT is between COLLEGE OF THE SEQUIOAS (“DISTRICT”) and TETER, LLP (“ARCHITECT”).

WHEREAS, the DISTRICT selected an Architectural firm to provide Architectural services pursuant to Government Code section 4525, et seq.;

WHEREAS, the DISTRICT intends to employ ARCHITECT to perform Architectural work related to the DISTRICT’s upcoming construction projects (each a “PROJECT”) at the request of DISTRICT;

WHEREAS, the ARCHITECT represents it is fully licensed to provide Architectural services in conformity with the laws of the State of California; and

WHEREAS, the ARCHITECT has represented itself as competent to perform the Architectural services described herein and desires to enter into this AGREEMENT with the DISTRICT for the completion of the work in accordance with all applicable laws and regulations, including all applicable DISTRICT policies, and the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

A. This AGREEMENT shall contain the general duties and responsibilities of the parties. ARCHITECT represents that it has the capabilities and skills to complete the Architectural services work described herein.

B. The ARCHITECT’s basic services shall consist of those services performed by the ARCHITECT, ARCHITECT’s employees, and ARCHITECT’s consultants, as described in this AGREEMENT.

C. All work under this AGREEMENT shall be performed in a technically sound manner and in accordance with prevailing professional standards applicable to the Architectural services proposed herein. In executing this AGREEMENT and providing services, ARCHITECT agrees it will exercise the ordinary care and skill expected in the industry, and that it shall assume overall responsibility for ensuring that the work is completed in a satisfactory manner and in compliance with all requirements of this Agreement and all applicable federal, state and local laws and regulations, including DISTRICT policies.

D. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by ARCHITECT.

E. ARCHITECT shall prepare documents in conformance with the requirements of the California Community Colleges State Chancellor's Office Capital Outlay procedures as well as the requirements of all governing agencies to include the Division of the State ARCHITECT ("DSA") for necessary approvals.

ARTICLE II SCOPE OF ARCHITECT'S BASIC SERVICES

A. Description of Basic Services: ARCHITECT's basic services include those described in this Article II, and Article III and include all Architectural, Structural, Mechanical, Plumbing, and Electrical Engineering (including Low Voltage), Fire Suppression, Fire Alarm, Landscape Architecture, and On-site Civil Engineering Services and such other services as necessary to produce a complete and accurate set of Construction Documents. The Construction Documents provided by the ARCHITECT shall be considered a part of the Contract Documents, which are defined as including, but not limited to, the following: The agreement between DISTRICT and contractor awarded the PROJECT; general and special conditions of the agreement between DISTRICT and contractor; the Construction Documents, and any additional drawings, specifications, addenda, modifications and other documents listed in the agreement between DISTRICT and contractor.

B. This agreement shall assume and include all information and intent as listed in TETER's proposal and response to the DISTRICT's RFQ# 2019-100 as set forth in attached **EXHIBIT A**.

C. Construction Manager: DISTRICT may use a construction manager for a PROJECT. If so, construction manager and the ARCHITECT will work together in a cooperative and professional manner for the orderly and timely completion of the PROJECT, and shall coordinate their activities. If a construction manager is not used, then DISTRICT reserves the right to replace the role of the construction manager throughout this AGREEMENT with another representative.

D. Required Approvals: ARCHITECT shall assist the DISTRICT in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the State Chancellor's Office, Office of Public School Construction ("OPSC") and DSA.

E. Utility Review: ARCHITECT shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the PROJECT.

F. Planning/Concept Surveys: The ARCHITECT shall provide planning/concept visual surveys and site evaluations of the prospective site, building, and locations. Please refer to Article V, of this agreement for DISTRICT required information and surveys not a part of the ARCHITECT'S services.

G. Coordination Meetings: ARCHITECT shall attend regular PROJECT coordination meetings between the ARCHITECT, its consultants, the DISTRICT's representative(s), and other consultants of the DISTRICT during the PROJECT development.

H. Drawing Revisions: ARCHITECT shall make revisions in Drawings, Specifications, the PROJECT Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by DISTRICT, including revisions made necessary by adjustments in the DISTRICT's program or PROJECT Budget.

I. Programmatic Changes: ARCHITECT shall provide minor refinements and verification of the established program and previously approved capital outlay plans and documents.

J. Budget: ARCHITECT shall assume the DISTRICT's initial construction budget of \$11,832,000 as outlined in the latest State Chancellor's adjusted approved and allocated budgets for the project as documented in attached **EXHIBIT B** and shall provide periodic updates, as detailed further in this AGREEMENT.

K. Interior Design: ARCHITECT shall provide interior design services to include design coordination with the DISTRICT's Group 2 vendors and interior finishes and design in connection with graphics and signage.

L. Material Quality: ARCHITECT shall investigate suppliers, fabricators, and manufacturers' such as for carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the PROJECT.

M. Material Consistency: Cooperate and consult with DISTRICT in the use and selection of manufactured items on the PROJECT, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT's criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Public Contract Code section 3400.

N. Public Presentations ARCHITECT shall prepare for and make formal presentations to the governing board of the DISTRICT at appropriate milestones as determined jointly by the ARCHITECT and the DISTRICT for authorization to proceed or as general updates to the project.

O. Written Modifications: The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.

P. Legal Compliance: ARCHITECT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the PROJECT.

Q. Access to Work: ARCHITECT shall have access to the PROJECT at all times.

R. Master Plan Review: As part of its Basic Services, and as part of its work required to develop a PROJECT budget and development of plans to meet the DISTRICT's needs, the ARCHITECT shall review the DISTRICT's most recently developed capital outlay documents and provide input and guidance on the fiscal and temporal feasibility of that plan as well as propose any modifications to that plan to ensure the PROJECT can be completed on time and on budget

S. Pre-Construction: ARCHITECT will provide pre-construction Architectural services, including but not limited to meeting and conferring with contractors to discuss and clarify plans and specifications.

ARTICLE III DESIGN AND ADMINISTRATIVE PHASES

A. Planning and Schematic Design Phase

1. Review of PROJECT Requirements

ARCHITECT shall review the program, schedule, and construction budget furnished by DISTRICT to ascertain the requirements of the PROJECT and shall arrive at a mutual understanding of such requirements with DISTRICT, and at the request of DISTRICT, shall meet with education stakeholders as necessary to discuss and determine programmatic requirements.

2. Methods of PROJECT Delivery

The ARCHITECT assumes the method of delivery for this project to be by the Design Bid Build method.

3. Specific Considerations

ARCHITECT shall review with the DISTRICT the following specific considerations to be taken into account in the design of the PROJECT:

a. Information Technology Systems: ARCHITECT shall discuss with DISTRICT representatives the manner in which PROJECT may be designed to include information technology systems adequate to meet the needs of both the PROJECT building systems and additional building systems that DISTRICT may add to the PROJECT at a later date.

b. Sustainability Analysis: ARCHITECT shall discuss with DISTRICT representatives regarding options for PROJECT design that is sustainable or environmentally responsible and resource-efficient, particularly with regards to energy and water consumption as well as carbon footprint and material selection.

c. Building Maintenance: ARCHITECT shall discuss with DISTRICT representatives the ways in which the PROJECT may be designed so that it is compatible with DISTRICT maintenance resources.

d. SWPPP: Where appropriate the duties of ARCHITECT shall include the development of a Storm Water Pollution Prevention Plan (“SWPPP”).

e. Existing Conditions: Review and, where possible, visually verify information provided by the DISTRICT, including without limitation visual surveys, as-built drawings, as-built conditions, subsoil data, chemical, mechanical, and other data logs of borings furnished to ARCHITECT. ARCHITECT shall provide notification of any existing conditions which are observed to differ from documentation provided by the DISTRICT. As to conditions that cannot be visually verified, unless the invasive investigation of such conditions is specifically included within the ARCHITECT’s detailed Scope of Services, the ARCHITECT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The ARCHITECT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the DISTRICT and/or the DISTRICT’s other consultants and contractors. If verification of existing conditions is not possible, then ARCHITECT will notify DISTRICT in writing before proceeding further.

f. Subsurface and Topographical Conditions: Review and, where possible, visually verify the capacity of all existing PROJECT utilities and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines, within the limits of the DISTRICT on site property. This work may require ARCHITECT to advise DISTRICT to provide a topographical survey for current information. DISTRICT shall, upon request, provide to the ARCHITECT all information available to DISTRICT. As to conditions that cannot be visually verified, unless the invasive investigation of such conditions is specifically included within the ARCHITECT’s detailed Scope of Services, the ARCHITECT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The ARCHITECT shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the DISTRICT and/or the DISTRICT’s other consultants and contractors. If verification of conditions is not possible, then ARCHITECT will notify DISTRICT in writing before proceeding further.

4. Alternative Design and Construction

ARCHITECT shall review with DISTRICT alternative approaches to design and construction of the PROJECT.

5. Updating Schematic Documents

At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to DISTRICT and ARCHITECT, ARCHITECT shall provide schematic design studies for DISTRICT's review and information.

6. Provide Drawings

Upon completion of the Schematic Design Phase, ARCHITECT shall provide Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components for DISTRICT's approval. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations which are applicable to those documents.

7. Budget Requirements

ARCHITECT shall perform schematic design services to keep PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

B. Design Development Phase

1. Design Development Documents

Based on the approved Schematic Design Documents and any adjustments authorized by DISTRICT in the program, schedule or construction budget, ARCHITECT shall prepare Design Development Documents for DISTRICT's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications, and other documents necessary to depict the design of PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essential items as may be appropriate.

2. Updating Drawings

At intervals mutually agreeable to DISTRICT and ARCHITECT, ARCHITECT shall provide drawings and other documents which depict the current status of design development for DISTRICT's review.

3. DISTRICT Approval

Upon completion of the Design Development Phase, ARCHITECT shall provide drawings, outline specifications, and other documents for DISTRICT's approval. ARCHITECT shall review with DISTRICT the selection of building systems and equipment.

4. Cost and Budget

a. ARCHITECT shall revise the initial PROJECT construction budget, as needed, to reflect changes to the PROJECT and to reflect more revised as the drawings are developed.

b. ARCHITECT shall perform design development services to keep PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by the DISTRICT.

5. Preliminary Plans Submittal

ARCHITECT shall assist the DISTRICT, upon completion of the Design Development Phase, with the assembly and submittal of the required "Preliminary Plans" documents submittal to the State Chancellors Office FPU. In addition to the Design Development documents to be provided, the ARCHITECT will provide the necessary cost estimates.

C. Construction Documents Phase

1. Drawings

ARCHITECT shall prepare and provide to DISTRICT, from the Design Development Documents approved by DISTRICT, Construction Documents consisting of drawings and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with all applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the PROJECT including the State Chancellor's Office, OPSC and DSA.

2. Agency Fees

DISTRICT shall pay all fees required by such governmental authority as mentioned in Article II above and Article III below. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when the ARCHITECT pays such fees for the DISTRICT.

3. Drawings to DISTRICT

Upon completion of the Construction Documents Phase, the ARCHITECT shall reproduce five (5) sets of Construction Documents, which shall be treated as a reimbursable expense.

4. Ownership of Documents

a. The plans, specifications, and estimates for the PROJECT shall be and remain the property of DISTRICT, pursuant to Education Code section 17316.

b. In the event DISTRICT completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by ARCHITECT following conclusion of PROJECT or at such other time or circumstance where ARCHITECT is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents or work, DISTRICT acknowledges that such use shall be at DISTRICT's sole risk and without liability to the ARCHITECT, its employees, and its consultants. DISTRICT agrees to indemnify, defend, and hold harmless ARCHITECT, its employees and consultants, from and against any and all damage, liability or cost, included but not limited to attorney's fees, litigation costs, claims, suits, or any other costs associated with such use.

5. Re-use of Documents

a. In the event DISTRICT ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the PROJECT which is the subject of the AGREEMENT, ARCHITECT agrees to:

(i) Re-use as a separate project its design and the corresponding Construction Documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by the AGREEMENT and;

(iv) In the event the DISTRICT re-uses drawings, the ARCHITECT's fees will take into account that no royalty will be paid for the re-used documents, unless ARCHITECT is not retained to provide services for the re-use (in which case, the DISTRICT and ARCHITECT shall negotiate proper compensation for the re-use).

b. ARCHITECT will retain the right to use the design, plans, drawings, and specifications prepared or provided by ARCHITECT, its consultants, or sub-consultants for re-use on other projects for other DISTRICTs or owners. Such re-use shall not entitle DISTRICT to any notification, payment of any royalty, license fee, or other consideration.

6. PROJECT Cost Estimates

ARCHITECT shall adhere to the established “PROJECT CONSTRUCTION COST” \$11,832,000 as outlined by the latest capital outlay processing determined by the state chancellor’s office. ARCHITECT will provide alignment estimates for verification and DISTRICT approval at milestones as follows:

- Program Initial Verification Estimate
- Schematic Design Estimate
- Preliminary Plans Estimate
- 50% Construction Documents Estimate
- 100% Construction Documents Estimate

ARCHITECT will provide cost estimate verification at these phases to ensure the project meets the State Chancellor’s Budget of \$11,832,000. In the event the ARCHITECT’S cost estimate exceeds the State’s budget due to market conditions or other unknown factors The ARCHITECT and DISTRICT revise the design to meet the stated budget or draft a COBCP for issue with our preliminary plans to request additional funds from the Department of Finance.

a. “PROJECT CONSTRUCTION COST” shall mean the estimate of construction costs to DISTRICT as designed or specified by ARCHITECT and accepted by DISTRICT until such time as responses have been received, whereupon it shall be based on, as applicable:

- (i) The total award from the initial construction contract(s),
- (ii) All costs associated with purchase orders initiated by the DISTRICT, which are specified or designed in the construction documents,
- (iii) Amendments to the contract amount that increase the total construction cost, amount based on the additive item total for each amendment item,
- (iv) Change Orders to the contract amount that increase the total construction cost, amount based on the additive item total for each Change Order,
- (v) If additive bid alternates are not selected for construction the ARCHITECT will be paid based on the accepted contractors price for the alternate and will be invoiced through bidding services,
- (vi) All general condition costs,
- (vii) The Construction Manager’s compensation for services.

b. Any portions of the PROJECT that are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent services are performed on those portions in accordance with Section IX based on either(1) the lowest bona fide bid or negotiated proposal, or if no such bid or proposal is received, (2) the most recent estimate of construction for such portions of the PROJECT. ARCHITECT shall perform design development services to keep the PROJECT within all budget and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

c. When labor or material is furnished by DISTRICT below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of ARCHITECT's fee calculation.

7. Survey Work

All survey and geo-technical studies will be provided by DISTRICT. ARCHITECT shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

8. Assistance in Filing Required Documents

ARCHITECT shall prepare and file all construction documents required for and obtain the approvals of all governmental agencies having jurisdiction over the PROJECT, including OPSC, DSA, California Department of Education, the county health department, the local fire marshal, and others which have jurisdiction over PROJECT. DISTRICT shall pay all fees required by such governmental authority. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so that payments may be prepaid.

9. Deposit of Documents

ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the procurement and for printing of additional sets of plans and specifications to be paid for by the DISTRICT during the PROJECT. In addition, ARCHITECT shall provide DISTRICT with a digital file of the Construction Documents.

10. Responses Exceeding Costs

If the estimate for the cost of construction is exceeded by the lowest bona fide response by more than ten percent (10%), DISTRICT may require ARCHITECT, without additional compensation, to modify the documents for which ARCHITECT is responsible under this AGREEMENT as necessary to bring new responses within ten percent (10%) of such estimate. Alternatively, DISTRICT may require ARCHITECT to perform one or more of the following tasks at no additional cost to DISTRICT: (1) Prepare, at no additional cost, deductive change packages which bring PROJECT within ten percent (10%) of the estimate; or (2) cooperate in revising the PROJECT scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate. For Lease Leaseback projects, procedures regarding budget estimation process, project milestones, and potential cost sharing for document modifications as a result of bids in excess of budget, shall be specified in an Addenda.

D. Construction Phase – Administration of Construction Agreement

1. Start of Services

ARCHITECT's responsibility to provide basic services for the Construction Phase under the AGREEMENT commences with the award of the agreement for construction and terminates at the earlier of the issuance to DISTRICT of the final PROJECT certificate for payment or sixty (60) days after the date of substantial completion of the work.

2. Quality Control Coordination

Prior to commencement of work on the PROJECT, representatives from ARCHITECT, the Inspector of Record, the construction manager, and DISTRICT shall meet to discuss and participate in the coordination of a written plan for monitoring quality control of construction on PROJECT. The plan shall discuss the quality control and monitoring of the PROJECT. The same PROJECT team member representatives shall meet periodically, no less than once a month, throughout the duration of PROJECT. Written documentation of the meetings shall be provided to DISTRICT.

3. Administration of Agreement

ARCHITECT shall provide administration of the construction agreement as set forth in this agreement below.

4. Modification of Duties

Duties, responsibilities, and limitations of authority of ARCHITECT shall not be restricted, modified, or extended without written agreement of DISTRICT and ARCHITECT with consent of the contractors, which consent shall not be unreasonably withheld.

5. Technical Assistance to PROJECT Inspector

ARCHITECT shall provide technical direction to a full-time PROJECT Inspector employed by and responsible to DISTRICT as required by applicable law. ARCHITECT shall review the preparation of a marked set of prints to be prepared by the contractor.

6. Site Visits

ARCHITECT shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by DISTRICT and ARCHITECT in writing to become generally familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work when completed will be in accordance with the Construction Documents. In no event shall the site visits be less than once every two weeks, unless circumstances arise in which the DISTRICT indicates a need for more frequent meetings, and unless agreed to by DISTRICT. However, ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

7. Work Quality

On the basis of on-site observations as an ARCHITECT, the ARCHITECT shall keep DISTRICT informed in writing of the general progress and quality of the work and shall endeavor to guard DISTRICT against defects and deficiencies in the work, including work on the punchlist. ARCHITECT will issue deficient work notices where appropriate. (More extensive site representation may be agreed to as an additional service, as described in Article IV.)

8. Not Responsible for Means of Construction

a. ARCHITECT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are the contractors' responsibility under the construction agreements. ARCHITECT shall not be responsible for the contractors' schedules or failure to carry out the work in accordance with the Construction Documents. ARCHITECT shall not have control over or charge of acts or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the work. Additionally, coordination of all Sub-Contractors' work is the responsibility of the General Contractor.

b. ARCHITECT, as part of his basic services, shall advise DISTRICT in writing of any observed or known deficiencies in construction prior to acceptance of the work and prior to the expiration of the guarantee period of PROJECT.

9. Access to Work

ARCHITECT shall at all times have access to the work wherever it is in preparation or progress.

10. Coordination Meetings

ARCHITECT shall attend regular PROJECT coordination meetings between ARCHITECT, its consultants, the construction manager, any DISTRICT representative(s), and other consultants of DISTRICT. The weekly construction meetings may serve as coordination meetings.

11. Review and Certification of Applications for Payment

a. Based on ARCHITECT's observations and evaluations of each contractor application for payment, as well as IOR verification, ARCHITECT shall review and certify the amounts due the respective contractors. ARCHITECT's certification for payment shall constitute a representation to DISTRICT, based on ARCHITECT's observations at the site, and on the data comprising the contractors' applications for payment, that, to the best of ARCHITECT's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Construction Documents.

b. The foregoing representations are subject to an evaluation of the work for conformance with the Construction Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Construction Documents correctable prior to completion and to specific qualifications expressed by ARCHITECT. The issuance of a certificate for payment shall further constitute a representation that the contractor is entitled to payment in the amount certified. However, the issuance of a certificate for payment shall not be a representation that ARCHITECT has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from sub-contractors and materials suppliers and other data requested by the owner to substantiate the contractor's right to payment, or (4) ascertained how or for what purpose the contractor has used money previously paid on account of the agreement sum.

12. Rejection of Work

ARCHITECT shall have authority to reject work which does not conform to the Construction Documents. Whenever ARCHITECT considers it necessary or advisable for implementation of the intent of the Construction Documents, ARCHITECT will have authority, upon written authorization from DISTRICT, to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed, or completed. However, neither this authority of the ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the ARCHITECT to the contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the work.

13. Submittals

ARCHITECT shall review and approve or take other appropriate action upon contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. ARCHITECT's action shall be taken with such reasonable promptness as to cause no delay in the contractor's work or in construction by DISTRICT's own forces, while allowing sufficient time in ARCHITECT's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures nor will ARCHITECT check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Construction Documents, ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Construction Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the contractor. ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Documents.

ARCHITECT's review time will be jointly determined by the DISTRICT and ARCHITECT based on industry standards of 21 days for initial review and 14 days for second or resubmitted review. These review and action times may vary due to the complexity and completeness of the submittal.

Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures nor will ARCHITECT check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Construction Documents, ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Construction Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the contractor. ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Documents.

14. Change Order Review

a. ARCHITECT shall prepare and sign or take other appropriate action on Change Orders, Change Order Request, and Construction Change Directives prepared for DISTRICT's approval and execution in accordance with the Construction Documents. Both the ARCHITECT and construction manager shall work to provide an expedited resolution of all Change Order Requests. ARCHITECT shall maintain a Change Order log which shall identify the Change Order by number, the date the request was received, and the date the response was given.

15. Review of Contractor's Record Documents

Contractor to prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings, and other data. The cost of revising the drawings or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to DISTRICT.

ARCHITECT shall, review the record drawings prepared by the contractor and verified by the IOR showing significant changes in the work made during construction.

16. Request for Information Processing

ARCHITECT shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. ARCHITECT shall work to provide an expedited review of RFIs, with the goal of providing responses within an appropriate DISTRICT and ARCHITECT jointly agreed to duration. ARCHITECT shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

17. Claim Review

ARCHITECT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between DISTRICT and contractor relating to the execution or progress of the work as provided in the construction agreement. Under no circumstances should this evaluation take longer than twenty (20) calendar days from the date the claim is received by ARCHITECT.

18. Punchlist

Prior to project completion, notice of substantial completion, and upon request of the contractor and issuance to the ARCHITECT a copy of the contractor's list of outstanding or deficient work, ARCHITECT shall conduct a site visit to prepare an ARCHITECT'S PUNCH LIST. ARCHITECT will further review the punch list for completion. This ARCHITECT'S PUNCH LIST in no way alters the CONTRACTOR'S or Inspector of Record's duties or contractual obligations.

19. Review of Substitutions

ARCHITECT shall evaluate substitutions proposed by the contractor, In a manner jointly agreed to by the DISTRICT and ARCHITECT.

20. Substantial Completion and Final Certificate of Payment

ARCHITECT shall observe PROJECT site to determine the date or dates of substantial completion and the date of final completion. ARCHITECT shall receive and forward to DISTRICT warranties and similar submittals provided by the contractor required by the Construction Documents. ARCHITECT shall review the contractor's final PROJECT certificate for payment upon the contractor's compliance with the requirements of the Construction Documents.

21. Testing of Equipment

ARCHITECT shall require the contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

22. Interpreting the AGREEMENT

ARCHITECT shall interpret and provide input regarding matters concerning performance of DISTRICT and contractor under the requirements of the Construction Documents on written request of either DISTRICT or contractor. ARCHITECT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

23. Requirements for Interpretation and Decisions

Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ARCHITECT shall endeavor to secure faithful performance by both DISTRICT and contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

24. Decisions in Writing

ARCHITECT shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between DISTRICT and contractors relating to the execution or progress of the work as provided in the Construction Documents.

25. PROJECT Closeout

ARCHITECT shall be responsible for gathering information and assisting DISTRICT in processing forms required by applicable governing authorities, such as the State Chancellor's office, OPSC and DSA, in a timely manner and to ensure proper PROJECT closeout. These duties shall include:

- a. In connection with determining the date of Substantial Completion, the ARCHITECT shall conduct inspections as required to determine when the contractor has substantially completed the PROJECT and shall prepare punch lists of items that remain in need of correction or completion.
- b. ARCHITECT shall collect from the contractor, review, and forward to DISTRICT all written warranties, operation manuals, spare parts, and subcontractor waivers.
- c. ARCHITECT shall prepare or collect, as applicable and provide to DSA, all reports required by DSA on PROJECT, including the final verified report.
- d. ARCHITECT shall obtain all required DSA approval on all change orders and addenda to the contractor's contract. Final closeout and certification of PROJECT shall be a condition precedent to ARCHITECT receiving final payment on PROJECT.
- e. ARCHITECT shall review and confirm a set of as-built drawings for the PROJECT.

26. Delivery of Final Documents

Upon completion of PROJECT, ARCHITECT shall deliver to DISTRICT one (1) electronic set of reproducible drawings showing PROJECT record upon issuance of ARCHITECT'S certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.

**ARTICLE IV
ARCHITECT'S ADDITIONAL SERVICES**

ARCHITECT shall notify DISTRICT in writing of any need for additional services required. ARCHITECT shall obtain written authorization from DISTRICT before rendering such services if ARCHITECT intends to request additional compensation. Compensation for such services shall be subject to advance approval in writing by DISTRICT and will be at the rates in the **EXHIBIT C**. Such services may include:

- a. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.
- b. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- c. Providing services made necessary by the default of the contractor, by major defect or deficiencies in the work of the contractor, or by significant failure of performance by the contractor, when the need for the services does not arise directly from negligent, errors, or omissions of ARCHITECT.
- d. Providing administration services after the construction agreement time has been materially exceeded through no fault of ARCHITECT. ARCHITECT's compensation is expressly conditioned on the lack of fault of ARCHITECT.
- e. In the event DISTRICT elects to re-use designs, plans, specifications, estimates, or other documents prepared for another DISTRICT, the services in connection with making significant revisions or changes to aforementioned materials to suit DISTRICT.
- f. Preparing drawings and specifications associates with PROJECT alternates, where the alternates are of an unusual number of amount, given the size of PROJECT.
- g. Providing services relative to future facilities, systems and equipment.
- h. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the construction agreement.

**ARTICLE V
DISTRICT'S RESPONSIBILITIES**

A. DISTRICT shall provide to ARCHITECT information regarding requirements for PROJECT, as expeditiously as reasonably possible, including information regarding DISTRICT's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules, and relevant capital outlay planning documents from the state to include but not limited to: 1) latest FPP and JCAF, 2) CEQA approvals and board actions 3) existing site record drawings of infrastructure and adjacent buildings.

B. DISTRICT shall interact with ARCHITECT and name a representative authorized to act on its behalf. DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of PROJECT.

C. DISTRICT shall furnish all inspection services.

D. DISTRICT shall furnish all legal advice and services required for PROJECT, except for those services representing ARCHITECT.

E. DISTRICT shall give prompt written notice to ARCHITECT if DISTRICT becomes aware of any fault or defect in PROJECT or non-conformance with the Construction Documents. However, DISTRICT's failure or omission to do so shall not relieve ARCHITECT of ARCHITECT's responsibilities under this AGREEMENT, Title 21 and Title 24 of California Code of Regulations, or the Field Act. DISTRICT staff shall have no duty to observe, inspect, or investigate PROJECT.

DISTRICT shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of PROJECT, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade.

F. DISTRICT shall furnish the services of geotechnical engineers when such services are reasonably requested by ARCHITECT. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

G. DISTRICT shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Construction Documents.

H. Any auditing services the owner may require to verify the contractor's application for payment or to ascertain how or for what purposes the contractor has used the money paid by or on behalf of DISTRICT.

I. The services, information, surveys, and reports required by the AGREEMENT shall be furnished at DISTRICT's expense, and ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof.

J. ARCHITECT shall prepare Cost and DISTRICT shall approve ongoing estimates of Construction Cost at specified milestones as outlined in ARTICLE III, C-6.

ARTICLE VI TERMINATION

A. Written Notice of Termination

AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of ARCHITECT, or if DISTRICT should decide to abandon or indefinitely postpone a PROJECT.

B. Abandonment of Work by DISTRICT

In the event of a termination based upon abandonment or postponement by DISTRICT, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under the AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due ARCHITECT for governing board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of the AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement ARCHITECT costs may be sought from ARCHITECT.

C. Terminate Without Cause During Work on PROJECT

The AGREEMENT may be terminated, either for a particular PROJECT or in whole, without cause by DISTRICT during work on a PROJECT upon fourteen (14) days written notice to ARCHITECT. In the event of a termination without cause, DISTRICT shall pay to ARCHITECT for all services satisfactorily performed and all expenses incurred under the AGREEMENT reasonably supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due ARCHITECT for governing board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of the AGREEMENT, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

D. Work During Dispute

In the event of a dispute between the parties as to performance of the work or the interpretation of the AGREEMENT, or payment or non-payment for work performed or not performed, the parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. Payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) days after the funds are withheld by DISTRICT, unless both parties agree otherwise. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion so long as the DISTRICT continues to pay the ARCHITECT for all undisputed amounts. If the dispute is not resolved, ARCHITECT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but ARCHITECT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**ARTICLE VII
MEDIATION**

A. Prior to commencing any action against the other, DISTRICT and ARCHITECT shall endeavor to resolve claims, disputes, and other matters in question between them by mediation.

B. The parties shall share the mediator's fee and any filing fees equally.

**ARTICLE VIII
ACCOUNTING RECORDS OF THE ARCHITECT**

Records of ARCHITECT's direct personnel and reimbursable expense pertaining to the extra services of PROJECT and records of accounts between DISTRICT and contractor shall be kept on a generally recognized accounting basis and shall be available to DISTRICT or his authorized representative at mutually convenient times.

**ARTICLE IX
COMPENSATION TO THE ARCHITECT**

A. DISTRICT shall compensate ARCHITECT as follows for the PROJECT based on the estimated ARCHITECT fee set forth herein. A breakdown of percentages of fees tied to each milestone is as follows:

<u>Preliminary Plans (100% Completion):</u>	30% of ARCHITECT fee
Schematic Design (100% Submittal)	
Design Development (100% Submittal)	
<u>Working Plans (100% Completion):</u>	40% of ARCHITECT fee
50% Submittal	
100% Submittal	
<u>Agency Approval of Construction Drawings:</u>	5% of ARCHITECT fee
<u>Procurement Phase:</u>	5% of ARCHITECT fee
<u>Construction Administration & Closeout:</u>	20% of ARCHITECT fee

B. The ARCHITECT'S proposed fees for the services, through completion, is estimated to be \$946,560.00. This ARCHITECT's fee is based on the State Chancellor's established, eight percent (8%) of the estimated construction cost from line "4" of the most recent JCAF 32 used to calculate its fee for PROJECT NO. 19-11338 set forth on attached **EXHIBIT B**. The estimate includes the professional services of a Civil Engineer, Structural Engineer, Mechanical/Plumbing Engineer, Electrical Engineer, Landscape Architect, and Fire Sprinkler Design for the scope listed in the attached cost estimate.

C. When ARCHITECT's fee is based on a percentage of construction cost and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed.

D. Pursuant to Article IV of the AGREEMENT, upon written approval from the DISTRICT, the ARCHITECT may provide additional services at the rates set forth on attached **EXHIBIT C** attached hereto.

E. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and not to exceed state fee guidelines prior to approval by DISTRICT's governing board.

F. ARCHITECT may submit monthly invoices to the DISTRICT for payment. Such invoices should reflect the percentage of the fee milestone completed to date.

**ARTICLE X
REIMBURSABLE EXPENSES**

Reimbursable expenses pursuant to the AGREEMENT will be invoiced at cost plus fifteen percent (15%) for the following:

A. Approved reproduction of drawings and specifications in excess of the copies provided by the AGREEMENT, which includes sets of construction documents and all progress prints.

1. Items authorized in advance by DISTRICT, such as the expense of models, renderings, photographs, etc.

Reimbursable expenses shall NOT include reimbursement for:

- a. Check prints;
- b. Prints of plans or specifications made for ARCHITECT's consultants and two copies of progress prints supplied to DISTRICT;
- c. Preliminary plans and specifications, unless said submittal is required;
- d. Excessive meetings with state planning officials, local or state fire departments, the DSA, State Allocation Board, or other public agencies having jurisdiction. Excessive meetings shall be more than three (3) meetings with any one of the listed agencies, without prior approval from the DISTRICT ;
- e. Business class travel or luxury lodgings;
- f. ARCHITECT's consultants' reimbursables, unless incurred for required submittals; and
- g. Models or mark-ups.

**ARTICLE XI
EMPLOYEES AND CONSULTANTS**

A. ARCHITECT, as part of the basic professional services, shall furnish at its expense the services of Landscape Architects, structural, mechanical, electrical, and on-site civil engineers. While ARCHITECT is not generally responsible for designing off-site improvements, such as those relating to public streets, ARCHITECT must reasonably prepare and coordinate its designs to accommodate anticipated off-site improvements.

B. ARCHITECT shall submit, for written approval by DISTRICT, the names of the consultant firms proposed for PROJECT. Nothing in the AGREEMENT shall create any contractual relation between DISTRICT and any consultants employed by ARCHITECT under the AGREEMENT.

C. ARCHITECT's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of ARCHITECT is not acceptable to DISTRICT, then that individual shall be replaced with an acceptable competent person at DISTRICT's request.

D. The representative assigned to the PROJECT by ARCHITECT shall be a licensed California ARCHITECT and be able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when not at the site.

ARTICLE XII INSURANCE

A. Indemnification

To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend, and hold DISTRICT entirely harmless from all liability arising out of:

1. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or ARCHITECT's subcontractor's employees arising out of ARCHITECT's work under the AGREEMENT.
2. With respect to claims not involving the ARCHITECT's professional services, liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply
3. with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) above, sustained by ARCHITECT or DISTRICT, or any person, firm or corporation employed by ARCHITECT or DISTRICT upon or in connection with PROJECT, except to the extent the damages arose from the negligence of DISTRICT. ARCHITECT shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the ARCHITECT.
4. With respect to claims involving the ARCHITECT's professional services, any loss, injury to or death to persons or damage to property caused by any negligence, recklessness, or willful misconduct of ARCHITECT or any person, firm or corporation employed by ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including DISTRICT, arising out of or in any way connected with PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the active negligence of DISTRICT.

5. With respect to claims involving ARCHITECT's professional services, ARCHITECT shall not have an upfront duty to defend but shall reimburse reasonably incurred defense fees and costs to the extent determined to have been caused by the negligence, recklessness, or willful misconduct of ARCHITECT, its employees or Sub-consultants or as the parties otherwise agree in settlement.

B. Maintaining Insurance

ARCHITECT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which (acceptance will not be unreasonably withheld) will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. ARCHITECT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. General Liability (including operations, products and completed operations, as applicable): TWO MILLION DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to each PROJECT or the general aggregate limit shall be twice the required occurrence limit.

3. Automobile Liability: ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

4. Workers Compensation: As required by the State of California.

5. Professional liability insurance, including contractual liability, with limits of THREE MILLION DOLLARS (\$3,000,000) per claim and THREE MILLION DOLLARS (\$3,000,000) in the aggregate. Such insurance shall be maintained during the term of the AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this AGREEMENT adjusted for inflation. Failure to maintain professional liability insurance is a material breach of the AGREEMENT and grounds for immediate termination.

C. DISTRICT as Additional Insured

Each policy of insurance required in Section C above (except for Workers Compensation and Professional Liability Insurance), shall name DISTRICT and its officers, agents, and employees as additional insureds. Each policy of insurance shall state that, with respect to the operations of ARCHITECT, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance required above, shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation (except only ten days written notice for cancellation due to nonpayment of premium); and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

D. Insurance for Subcontractors

In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Section C, above, in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim or occurrence.

E. Lack of Insurance Is Material Breach

Failure to maintain professional liability insurance is a material breach of the AGREEMENT and grounds for immediate termination.

F. Valuable Document Insurance

ARCHITECT shall carry adequate insurance on all drawings and specifications as may be required to protect DISTRICT in the amount of its full equity in those drawings and specifications and shall file with DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by ARCHITECT, and DISTRICT shall be named as an additional insured.

G. ARCHITECT Is Independent Contractor

ARCHITECT, in the performance of the AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT and all of ARCHITECT's employees shall not be considered officers, employees, or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of DISTRICT or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of ARCHITECT's employees or agents as they relate to the services to be provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective ARCHITECT's employees.

**ARTICLE XIII
PROJECT SPECIFIC TERMS AND CONDITIONS**

This Architectural Services Agreement as entered into as of July 8, 2018, by and between TETER, LLP ("ARCHITECT") and College of the Sequoias ("DISTRICT") for services relating to the College of the Sequoias construction project ("PROJECT NO. 19-11338"). Each of ARCHITECT and DISTRICT may also be referred to as a "Party" and collectively, the "Parties."

1. PROJECT NO. 19-11338.

1.1. ARCHITECT shall provide the services defined in the AGREEMENT for PROJECT NO. 19-11338.

1.2. PROJECT NO. 19-11338 consists of the planning and design for:

1.2.1. Visalia Campus Basic Skills Center Classroom Building

1.3. DISTRICT will use the Design Bid Build construction delivery method for PROJECT NO. 19-11338.

1.4. ARCHITECT acknowledges the DISTRICT'S stated estimated construction cost of PROJECT NO. 19-11338 as \$11,832,000.00.

1.5. ARCHITECT will begin providing services for PROJECT NO. 19-11338 upon written notice from DISTRICT.

**ARTICLE XIV
MISCELLANEOUS**

A. Nothing contained in the AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either DISTRICT or ARCHITECT.

B. DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to the AGREEMENT with respect to the terms of the AGREEMENT. ARCHITECT shall not assign the AGREEMENT.

C. The AGREEMENT shall be governed by the laws of the State of California and any dispute shall be venued in Tulare County

D. ARCHITECT shall make a written record of all meetings, conferences, discussions, and decisions made between or among the DISTRICT, ARCHITECT, and contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance, and/or sequence of the work. ARCHITECT shall provide a copy of such record to DISTRICT.

E. The AGREEMENT and its EXHIBITS represent the entire agreement between DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. The AGREEMENT may be amended or modified only by an agreement or addendum in writing signed by both DISTRICT and ARCHITECT. The AGREEMENT may be executed in counterpart and with copies of signatures.

F. All notices under the AGREEMENT shall be in writing and shall be given by email or U.S. mail to the addresses listed below. Email shall be documented by the sending party with sent receipts and will be deemed received on the date of transmission. Transmissions by U.S. mail shall be deemed to have been received forty-eight (48) hours after deposit in the U.S. mail in registered or certified form with postage fully prepaid.

If to the DISTRICT: **College of the Sequoias**
Attn: Byron Woods
915 South Mooney Boulevard
Visalia, CA 93277
Phone: (559) 730-3908
Email: byronw@cos.edu

If to the ARCHITECT: **TETER, LLP**
Attn: James E. Hickman, Jr.
7535 North Palm Avenue, Suite #201
Fresno, CA 93711
Phone: (559) 437-0887
Email: jamie.hickman@teterae.com

G. The AGREEMENT may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

H. The AGREEMENT is subject to ratification or approval by the DISTRICT's governing board.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT as of the Effective Date.

ARCHITECT:

TETER, LLP

By: _____

Name: James E. Hickman, Jr.

Title: Senior Partner | Architect

Date: _____

DISTRICT:

SEQUOIAS COMMUNITY COLLEGE DISTRICT -
COLLEGE OF THE SEQUOIAS

By: _____

Name: _____

Title: _____

Date: _____

**Attachments: EXHIBIT A
EXHIBIT B
EXHIBIT C**

EXHIBIT A



Due Date:
June 5, 2019

Attention:
Ashley Collins
*Purchasing & Business
Support Manager*

Primary Contact:
Vivek Harris
Client Leader / Architect of Record
125 S. Bridge Street
Visalia, CA 93291
vivek.harris@teterae.com
P. 559.437.0887

COPY



RESPONSE TO REQUEST FOR QUALIFICATIONS

Sequoias Community College District

ON-GOING ARCHITECTURAL SERVICES
RFQ# 2019-100



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RESPONSE TO REQUEST FOR QUALIFICATIONS
FOR ONGOING ARCHITECTURAL SERVICES #2019-100

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Section 1

LETTER OF INTEREST & FIRM HISTORY

June 5, 2019

Subject: Sequoias Community College District RFQ for On-Going Architectural Services #2019-100

Dear Ashley,

The pursuit of dreams and the desire for lifelong education has its roots in the College of the Sequoias. Serving our community for over 90 years, the college has spread its influence on our lives, community, and beyond. A launch pad for students of all ages and walks of life, the District provides the technical and theoretical tools for new and lifetime college learners necessary to participate in today's world.

TETER has been working in Visalia for the last 40 years providing true integrated Architectural and Engineering design services for higher education 21st century facilities. Across our 5 offices and 111 staff members, our dedication to District, Students, and Community is edified by our repeat and continued relationships with our clients.

TETER wishes to strengthen our existing relationship with Sequoias Community College District, building on our shared values and desire to **BUILD A BETTER VALLEY**. We respectfully submit these qualifications with a complete understanding of the importance the "Basic Skills Center" and other future District projects will have on our community.

Sincerely,

Vivek Harris
Client Leader / Architect of Record
TETER, LLP



NUMBER OF YEARS IN BUSINESS

TETER, LLP has been in business for 40 years with our start in Visalia. We have been providing architectural, mechanical, electrical, plumbing, structural engineering, CASp, and construction administration services to our clients throughout Central California since 1979.

SENIOR MEMBERS & LENGTH OF ASSOCIATION

SENIOR MEMBERS			
PARTNER NAME	FIRM ROLE	PARTNER TITLE	TIME AT FIRM
Glen Teter, SE	Managing Partner	Managing Partner	40 years
Jennifer Pike-Owens	Chief Operating Officer	Partner	23 years
Byron Dietrich, PE	Structural Engineer	Sr. Partner	31 years
Clay Davis	Architect	Sr. Partner	22 years
Robert Thornton	Architect	Sr. Partner	18 years
Jamie Hickman	Architect	Sr. Partner	16 years
Bryan Glass, PE	Electrical Engineer	Partner	16 years
Aya Shitanishi	Architect	Partner	16 years
Scott Tunnell, PE	Mechanical Engineer	Partner	10 years
Stanley Canby, PE	Architect	Sr. Partner	7 years
Jonathan Schlundt, PE	Mechanical Engineer	Partner	6 years
Lee Avila	Architect	Partner	2 years

ORGANIZATION NAMES & MANAGEMENT

1979 Teter Consultants is established in **Visalia** by Glen Teter with a goal of providing exemplary structural engineering design services and building a legacy firm for future professionals.

1997 A Fresno office opens to expand the firm's A/E offerings for an ever-growing geographic marketplace.

2004 Teter Consultants changes its name to **teter a+e** to reinforce the strength of architects and engineers working together to service our clients.

2006 teter a+e merges with The Taylor Group Architects. The firm is renamed to **Taylor Teter Partnership**.

2012 Taylor Teter Partnership opens an office in Bakersfield, California to better service our Kern County Districts.

2012 Taylor Teter Partnership further expands its partner group. To avoid stringing together a long list of partners, the firm returns to its roots, and is now just **TETER**.

2017 TETER opens offices in Modesto and San Luis Obispo to service clients in the North Valley and Central Coast and reaches a milestone of 100 staff across its five offices.

2019 TETER celebrates **40 YEARS** of exceptional client service.



ALUMNUS OF THE COLLEGE OF SEQUOIAS ARCHITECTURAL PROGRAM ACCEPT THE OCTOBER 2018 C.O.S. CAREER SERVICES "BUSINESS PARTNER OF THE MONTH" CERTIFICATE AT TETER'S VISALIA OFFICE.

LOCATION OF WORK PERFORMED

TETER's headquarters is located in Fresno with branch offices in Visalia, Bakersfield, Modesto, and San Luis Obispo. In order to best serve the Basic Skills Center and other future projects, Sequoias CCD projects will be primarily managed out of TETER's Visalia office with support from team members in the Fresno and San Luis Obispo offices.

TETER Visalia: 125 S. Bridge Street, Suite 150, Visalia, CA 93291

TETER Fresno: 7535 N. Palm Avenue, Suite 201, Fresno, CA 93711

TETER San Luis Obispo: 751 Marsh Street, Suite 200, San Luis Obispo, CA 93401

BASIC IN-HOUSE SERVICES

- Master Planning / Capital Outlay
- Architecture
- Interior Design
- Structural Engineering
- Mechanical/Plumbing Engineering
- Electrical Engineering
- Sustainable/LEED® Design
- CASp Accessible Surveys

LITIGATION HISTORY

TETER has not been involved in any litigation related to school construction projects in the past five years.

DEPTH OF STAFF

26	Licensed Architects	6	Mechanical Engineers
5	Electrical Engineers	4	Structural Engineers
4	Professional Engineers	11	LEED Accredited Professionals
21	Architectural Interns/Engineers-In-Training	1	Certified Accessibility Specialist
41	Administration, IT, Other	111	TOTAL



ARCHITECTURAL SERVICES

Pre-Design Services

- Building Code Analysis
- Project Management
- Programming
- Space Planning
- Needs Assessment
- Master Planning
- Existing Facilities Review
- Disabled Accessibility Surveys
- Capital Outlay Planning
- Facility Space Inventory
- FUSION2
- Project Life Cycle Costing
- Stakeholder & Steering Committee Facilitation
- Community Presentations

LEED®/Sustainability Services

- Sustainable Design
- LEED® Commissioning & Certification
- LEED® Design Charrettes & Training

Site Analysis

- Site Design/Wayfinding
- Site Development
- Site Studies
- Owner Data Analysis
- Utility Master Plan

Design Services

- Design Documents
- Renderings
- Interior Design
- Materials Research
- Integration of Engineering
- Group 1 & Group 2 Design Layout & Planning
- Building System Analysis
- Life Cycle Cost Analysis
- Construction Cost Estimates
- Document Quality Assurance
- Regulatory Agency Permit Processing
- Integrated Value Engineering

Bidding & Construction Services

- Field Observation/Reports
- Request for Information
- Change Orders
- Cost Quotation Reviews
- Dispute Resolution / Mitigation
- Project Closeout

Post Construction

- Warranty Review
- Post-Construction Evaluations

ELECTRICAL ENGINEERING SERVICES

- Medium Voltage Distribution Systems
- Station & Distribution Class
- Substations & Distribution
- Components
- Underground Duct Bank Systems
- Emergency & Standby Power Systems
- Energy Efficient Lighting Systems
- Uninterruptible Power

- Source (UPS) Systems
- Power Conditioning Systems
- Interior & Exterior Lighting
- Control Systems
- Low Voltage Signal &
- Communications Systems
- Fire Alarm/Protection Systems
- Industrial Control Systems

- Motor Control Systems
- Grounding Systems
- Fault-Current Studies
- Load Flow Studies
- Information Technology (IT) Hub &
- Distribution Room Design
- Solar Photovoltaic Systems
- Cal Green Code Processing & Design

MECHANICAL ENGINEERING SERVICES

HVAC Systems

- Chilled Water Systems
- Hot Water Systems
- Steam Systems
- Pumping Systems
- Thermal Energy Storage Systems
- Constant Volume Systems
- Variable Volume Systems
- Variable Refrigerant Systems
- Humidification Systems
- Dehumidification Systems
- Temperature Control System
- Energy Recovery Systems
- Industrial Exhaust Systems
- Dust Collection Systems

Service Piping Systems

- Compressed Air Systems
- Specialty Gas Systems
- Deionized Water Systems
- Vacuum Systems

Plumbing Systems

- Waste & Vent Systems
- Laboratory Waste Systems
- Rainwater Collection Systems
- Hot & Cold Water Systems
- Medical Gas Systems
- Fuel Gas Systems
- Fuel Oil Systems
- Compressed Natural Gas

Fire Protection Systems

- Wet Pipe Systems
- Pre-Action Systems
- Standpipe Systems
- Fire Pumps
- Chemical Systems
- Clean Agent Suppression Systems

Energy Use Services

- Energy Audit
- Life Cycle Cost Analysis
- Energy Conservation Upgrades
- Energy Modeling
- Cal Green Code Processing & Design

STRUCTURAL ENGINEERING SERVICES

- Structural Contract Documents
- Structural Design & Analysis
- Value Engineering
- Specialty Foundation Design & Analysis
- Retaining Wall Design & Analysis
- DSA/OSHPD Local Agency

- Construction Management
- Shop Drawing Review
- Quality Assurance & Control
- Permit Processing
- Plan Review Services
- State Structural Certification Services

- Forensic Engineering
- Structural Inspections
- Seismic Upgrades
- Damage Assessment
- Remedial Design







Section 2

RELEVANT PROJECT EXPERIENCE

TETER provides full-service integrated architectural and engineering design services covering a variety of structures and systems, from building new facilities to renovating and rehabilitating those that already exist. Our client experience is far-reaching and includes projects for a variety of K-12, Community College, and Higher Education clients, as well as commercial, healthcare, industrial, and local and federal government entities. Our passion, people, projects and location make TETER is uniquely qualified to execute the Basic Skills Center and other future needs of the District.

Our process is budget and time sensitive and highly effective. We understand that each project is different, and our services can be customized according to a project's specialized needs. TETER's architectural and engineering services can range from design with a limited scope, to full design that includes construction documents through construction administration.

TETER's extensive Community College and Higher Education experience includes the design of both large and small scale modernization, new construction and campus improvement projects for 21st century educational institutions in Central California including:

- College of the Sequoias
- State Center Community College District
- Yosemite Community College District
- Merced Community College District
- California State University, Bakersfield
- California State University, Fresno

TETER also works closely many local K-12 districts including:

- Tulare Union High School District
- Panama-Buena Vista Union School District
- Visalia Unified School District
- Clovis Unified School District
- Fresno Unified School District



HANFORD EDUCATION CENTER PAVILION AND NEW CLASSROOM BUILDING ADDITION

College of the Sequoias, Hanford



ARCHITECTS & ENGINEERS CONNECTED



PROJECT SPECIFICATIONS

Project Size: 4,968 SF

Construction Cost: \$1,525,562

Year Completed: 2017

The College of the Sequoias outdoor pavilion and amphitheater at the Hanford Campus was designed to encourage peer collaboration, flexible teaching configurations, and generate an entertainment space for students to gather amid the satellite campus' growing attendance. The spacious and open structure, featured in Metal Architecture Magazine, engages its viewers, providing a different visual sense of being from all angles. With TETER's design team's eye firmly on the climate, we provided shade and wind protection for different times of day and changing environmental conditions.

Client Contact:

Byron Woods

Dean of Facilities

559.730.3908

byronw@cos.edu





HUMANITIES OFFICE & CLASSROOM BUILDING
California State University, Bakersfield





PROJECT SPECIFICATIONS

Project Size: 14,320 SF

Construction Cost: \$10,226,000

Year Completed: 2017

This two-story faculty office and classroom building is designed to accommodate campus growth and house faculty offices, support, conference space, and three large lecture halls. The aesthetics of this state-of-the-art facility complement the architectural style of existing campus structures while adding a unique focal point and destination to this part of the campus. TETER worked closely with faculty on the program to ensure that the building meets their needs. TETER will take a similar approach to understanding user needs when designing and modernizing projects for Sequoias CCD.

Client Contact:

Hasit Panchal

Director, Facilities Planning & Construction

661.654.2515

hpanchal@csu.edu



CENTER FOR AGRICULTURE & TECHNOLOGY
State Center Community College District, Madera





PROJECT SPECIFICATIONS

Project Size: 9,900 SF

Construction Cost: \$3,500,000 (est)

Year Completed: 2019 (est.)

An expanding Career Technical Education program at Madera Community College Center was the driving factor for a new Center for Agriculture and Technology. An agriculture shop, welding shop, outdoor covered work area, and maintenance shop allow ample space for large equipment for hands-on learning. A dry lab, staff offices, and expandable lecture space complement the working areas with more traditional learning spaces which feature advanced connectivity for the campus's tech-savvy cohorts.

This project addressed the District's desire to enhance the social and communal benefits of the college experience by incorporating a shaded plaza to encourage student interaction outside the classroom.

Client Contact:

Christine Miktarian

Vice Chancellor, Operations & Information Systems

559.243.7200

christine.miktarian@sccd.edu



KERN SCHOOLS FEDERAL CREDIT UNION | ADMINISTRATIVE OFFICE BUILDINGS

Fran Mar, LLP, Bakersfield





PROJECT SPECIFICATIONS

Project Size: 144,000 SF

Construction Cost: \$20,928,313

Year Completed: 2005

This was the first LEED-certified building in the southern San Joaquin Valley, and the beginning of our path to LEED expertise. Breaking all land-speed records, we took the project from the start of design to groundbreaking in four and a half months, allowing the client into move to their new building on schedule, despite the aggressive timeline. The attractive building and sustainable design measures have helped our client attract and retain employees..

Client Contact:

Harvey May

President

559.713.0202

hmay@palomadev.com





SUNCREST BANK
Suncrest Bank, Visalia



ARCHITECTS & ENGINEERS CONNECTED



PROJECT SPECIFICATIONS

Project Size: 17,252 SF
Construction Cost: \$2,000
Year Completed: 2017

Suncrest Bank wanted to create a bank branch that would attract Millennials without neglecting everyone else's interests. To welcome both customers and the general public, we developed a design that incorporates a café into what would typically be a lobby space. And since everyone hates lines, we streamlined the layout to accommodate the universal-teller concept, a model of banking where employees are trained to provide multiple services and can bring customers straight to the area of the bank that will meet their needs. This open and efficient style of banking is reinforced by generous use of windows and a layout designed to draw people from the street.

Client Contact:
William A. Benneyan
Chairman of the Board of Directors
559.802.1050
bbenneyan@suncrestbank.com



HANFORD HEALTH CLINIC

Family Health Care Network, Hanford





PROJECT SPECIFICATIONS

Project Size: 38,050 SF

Construction Cost: \$9,500,000

Year Completed: 2018

This building was designed, permitted, and constructed in less than 12 months. TETER's design for the Hanford Health Clinic integrates multiple diverse departments, with the space on the third floor for a future specialty practice if needed. TETER's design team solved significant site constraints including an abandoned street in the middle of the site and a railroad at the rear.

Client Contact:

Kerry Hydash

President & Chief Executive Officer

559.737.4700

khydash@fhcn.org





NORTH MONTEREY COUNTY HIGH SCHOOL LIBRARY RENOVATION

North Monterey County Unified School District, Castroville





PROJECT SPECIFICATIONS

Project Size: 12,783 SF

Construction Cost: \$1,974,089

Year Completed: 2016

It was time for an update to this 1970s-era high school library, and the benefits extended beyond the students in this under-served district. We redesigned the library with new finishes, lighting, and furniture to create a university-like student union and media center for the school, with the new layout offering quiet, individual seating areas, small-group working tables, and private group-brainstorming rooms. The new facility brings the students and community well into the 21st century, with an integrated technology infrastructure to support desktop computers, Chromebooks, and interactive whiteboards and projectors. A large storage room became the new computer lab, which is open to the public as well as students, and functions as a learning and jobs center.

Client Contact:

Richard Diaz

Director of Facilities Planning & Construction

831.633.3343

rickdiaz@nmcusd.org



FRESNO CITY COLLEGE STUDENT SERVICES MODERNIZATION

State Center Community College District, Fresno





PROJECT SPECIFICATIONS

Project Size: 29,646 SF

Construction Cost: \$2,984,000

Year Completed: 2007

The modernization of the Student Services building at Fresno City College involved the reconfiguration of interior spaces to make room for additional programs. TETER provided architectural design, mechanical, electrical, plumbing and structural engineering as well as construction administration services for this modernization project.

Client Contact:

Christine Miktarian

Vice Chancellor, Operations & Information Systems

559.243.7200

christine.miktarian@sccd.edu



MODESTO JUNIOR COLLEGE EAST CAMPUS HEATING DECENTRALIZATION PHASES 1, 2 & 3
Yosemite Community College District, Modesto





PROJECT SPECIFICATIONS

Project Size: 4,625 SF

Construction Cost: \$12,400,000

Years Completed: 2016-2018

The Modesto Junior College East campus had some major upgrade needs in their mechanical systems. Over the course of three summer breaks, TETER was able to take 15 buildings off the central plant and put them on a new plant, with minimal disruption to faculty and students. We crawled through tunnels to see what could be reused and what needed to be replaced, thereby saving the client money, and installed twelve new boilers in four locations, for a total of 24 million BTUs.

Client Contact:

Judy Lanchester

Director of Facilities Planning & Operations

209.575.6512

lanchesterj@yosemite.edu

CONFORMITY TO SCHEDULE & BUDGET

TETER believes the expenditure of funds is achieved in a thoughtful manner to obtain the best valued facilities consistent with Sequoia CCD's expectations. We believe the alignment of schedule and budget occur throughout the life of the project. Working together, we will refine our schedule for the Basic Skills Center and project work plans to ensure:

- District Needs, Milestones, and Academic Schedules are met
- Necessary Review times for Agency review and processing are allowed
- Necessary time for District confirmation of program design and project features

Having been involved on a wide range of Community College and Higher Education projects, we understand the importance of adherence to the state's approved budget. We actively integrate our cost estimator into the design process who utilizes industry cost models which include local construction trend data. Formal estimates will be performed at key points in the design. These cost models include jointly agreed to contingencies that are adjusted as the project plans are developed and the detail of the estimate can be increased. We will work with Sequoias CCD to develop specific contingencies appropriate for the Basic Skills Center.

Our typical contingency values are phased as follows:

Preliminary Plans Contingency: 15%

Working Plans: 10%

Bidding: 5% contingency is usually converted to construction contingency

At TETER, the alignment of schedule and budget occur throughout the life of the project.

CALIFORNIA COMMUNITY COLLEGE PROJECTS

Over the past 20 years, TETER completed over 150 projects for local community college districts including:

- Sequoias Community College District
- State Center Community College District
- West Hills Community College District
- Yosemite Community College District
- Kern Community College District
- Merced Community College District

Additionally, Vivek Harris (Proposed Project Manager / Architect of Record for potential Sequoias CCD projects) has built his expertise in the Community College education sector through his work with California Community College Districts. Prior to joining TETER, Vivek completed projects of complexity and scale of all uses. His Community College past experience includes:

- Sequoias Community College District
- Rio Hondo Community College District
- State Center Community College District
- Allan Hancock Jt. Community College District
- San Luis Obispo community College District
- Desert Community College District

DIVISION OF THE STATE ARCHITECT EXPERIENCE

TETER is intimately familiar with all of the requirements of the Division of the State Architect (DSA) procedures and maintains a close working relationship with all of the state agencies. These relationships enable us to keep our clients ahead of the curve. We disseminate this information through TETER team meetings, as well as e-blasts to staff and clients.

TETER expedites the project approval process by involving key players of state and local agencies early in the planning and design process. We frequently arrange face-to-face meetings with representatives of DSA to review project specifications, code interpretations, and potential scheduling requirements. This level of service not only provides a smooth approval process, but can increase funding opportunities and save valuable time and money.

TETER works closely with the inspectors during construction to determine when inspections by engineers are required and when the interim DSA 6 A/Es need to be uploaded so that the Inspector signs off on the inspection card(s). Once the DSA field engineer indicates the project is complete, TETER immediately uploads the DSA 6 A/E Final and assists the contractor and the client in uploading their forms (DSA 6-C and DSA 168).



CHANGE ORDER APPROACH & HISTORY

TETER is proud of our low change order percentages historically. As stewards of your resources we work with the district closely to ensure that any contingency is in alignment with scope and any potential unforeseen change requests.

Typical reasons for change order requests are:

- Owner-requested changes that alter, add to or deduct from the original scope of work
- Concealed or unforeseen conditions
- Changes required by the regulatory agency
- Architect/Engineer error, omission or written interpretation

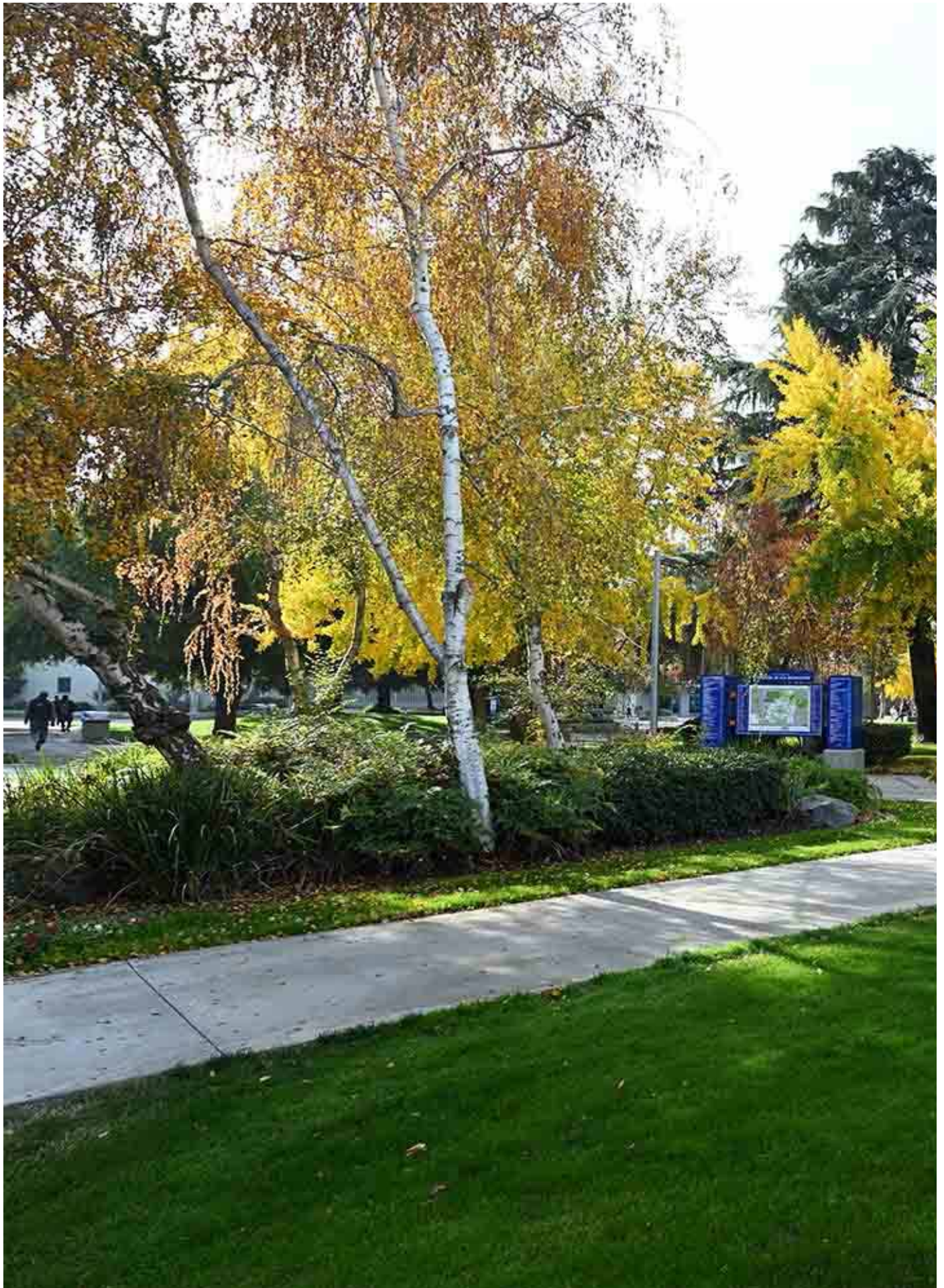
As part of TETER’s standard services, we review all change order requests with the utmost scrutiny. We review the requests to ensure that justification be established, and an equitable additional cost or credit be presented. We require the Contractor to submit each proposed change in a format that includes:

- Description of the change
- Reason for the change
- Detailed cost/credit breakdown
- Labor and material costs are itemized. Lump sums are not permitted

Once TETER validates the proposed changes and costs, the Change Order Item is transmitted electronically to the Owner for acceptance. Hard copy review is also acceptable.

CHANGE ORDER HISTORY

PROJECT	ORIGINAL ESTIMATE	CHANGE ORDER DOLLAR AMT.	% CHANGE ORDER	CHANGE ORDER REQUESTED BY
<i>State Center Community College District</i>				
Fresno City College Theater Arts, Art & Home Ec & Music Building Re-roof	\$1,500,000	\$4,562	.3%	Architect
<i>State Center Community College District</i>				
Reedley Ag Mechanics & Maintenance Buildings Re-roof	\$230,395	\$5,700	2%	District/Contractor/Architect
<i>Yosemite Community College District</i>				
MJC Morris & Tenaya Roof Rehabilitation	\$427,500	\$2,000	.05%	District
<i>Yosemite Community College District</i>				
Campus Heating Decentralization Phase 2	\$4,936,000	\$184,952	4.0%	District
<i>N.Monterey Co. Unified School District</i>				
Library & Media Center	\$1,896,000	\$78,089	4.12%	District/Architect

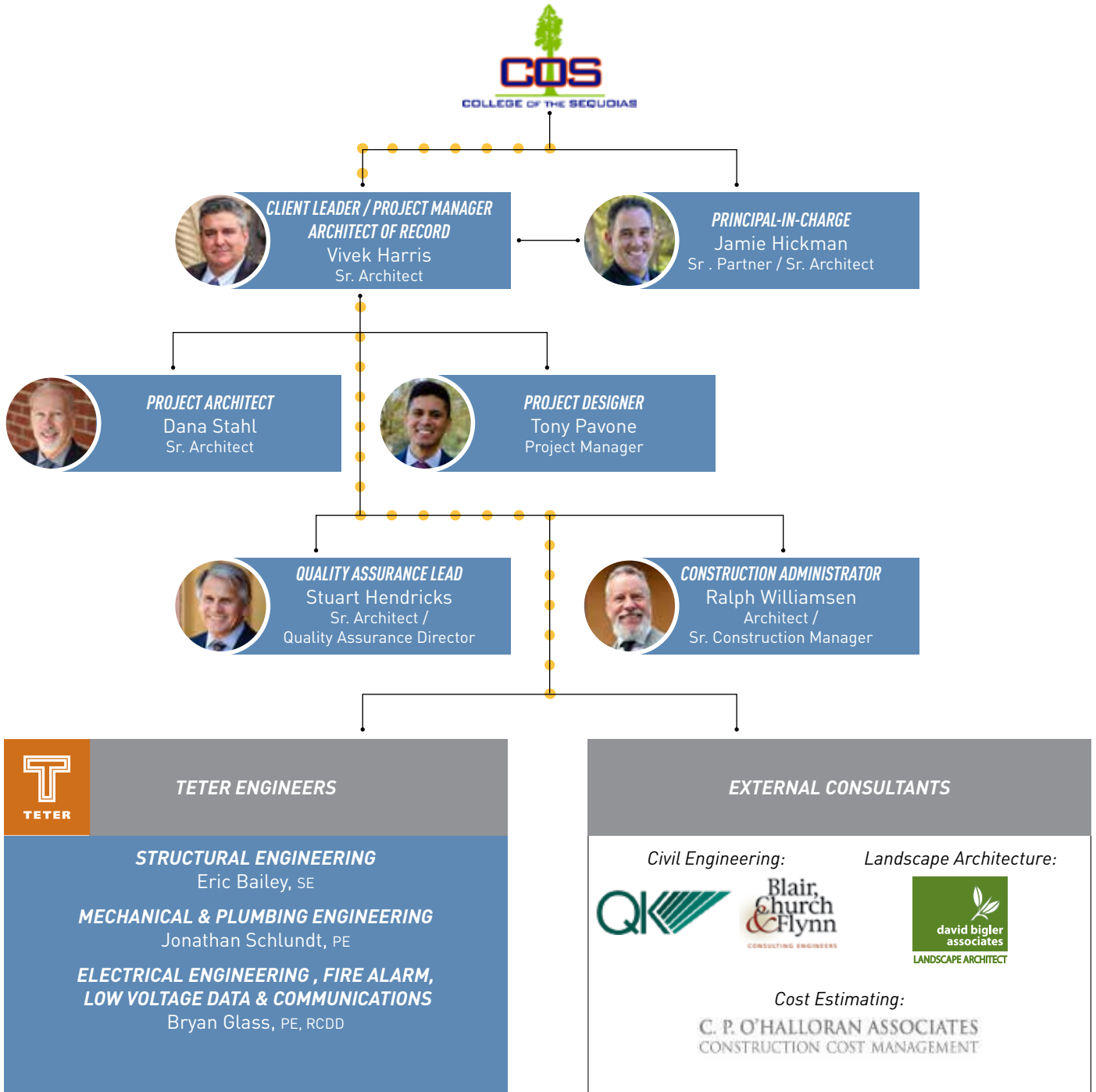






Section 3 PROPOSED PROJECT TEAM

PROPOSED ORGANIZATIONAL CHART: ARCHITECTURAL PERSONNEL & CONSULTING ENGINEERS





CLIENT LEADER / PROJECT MANAGER / ARCHITECT OF RECORD
Vivek Harris

Vivek is our senior architect for higher education and community college projects. His ability to artfully balance client needs, design, planning, budget and schedule make him the ideal leader for your projects. He applies his background in higher education design, planning and construction knowledge early in the process. *AS ARCHITECT OF RECORD AND CLIENT LEADER, HIS OVERSIGHT AND LEADERSHIP WILL ENSURE THE SUCCESS OF YOUR PROJECT.*

Architectural Experience:
25 Years

Education:
Southern California
Institute of Architecture,
Los Angeles

Registration:
State of California
Registered Architect
C33801

Contact Information:
vivek.harris@teterae.com
805.439.3353

Your main contact and Architect of Record for this project, Vivek, believes in the idea of *“STEWARDSHIP” OF THE PROJECT AND SEQUOIA CCD’S RESOURCES.*

Having excelled professionally in roles from Director of Design through Senior Construction Administrator Vivek will ensure:

- Cost control balanced with design
- Technical accuracy & constructability
- Consensus building & facilitation
- Schedule & control
- Construction Administration oversight
- Coordination & integration of the A/E team



FOTOKEM CORPORATE HEADQUARTERS & WELCOME CENTER, BURBANK



REEDLEY COLLEGE STUDENT SERVICES CENTER*
State Center Community College District, Reedley
Construction Cost: \$10.5M



ALLAN HANCOCK COLLEGE SKILLS CENTER*
Allan Hancock Jt. Community College District, Santa Maria
Construction Cost: \$9.2M



COLLEGE OF THE DESERT NEW CAMPUS ENTRANCE*
Desert Community College District, Palm Desert
Construction Cost: \$19M



CAL POLY DAIRY PRODUCTS TECHNOLOGY CENTER*
California Polytechnic State University, San Luis Obispo
Construction Cost: \$11.2M



GOLDEN VALLEY HIGH SCHOOL PERFORMING ARTS CENTER*
William S. Hart Union High School District, Santa Clarita
Construction Cost: \$6M



FOTOKEM CORPORATE HEADQUARTERS & WELCOME CENTER*
Fotokem Industries Inc., Burbank
Construction Cost: \$24.5M



ALLIED SCIENCE & NURSING BUILDING*
Allan Hancock College, Santa Maria
Construction Cost: \$18.8M

Vivek has completed projects for community college districts throughout California including:

- Community College District
- State Center Community College District
- San Luis Obispo Community College District
- Rio Hondo Community College District
- Allan Hancock Jt. Community College district
- Desert Community College District

**PROJECTS COMPLETED BY VIVEK PRIOR TO JOINING TETER*



PRINCIPAL-IN-CHARGE / SR. PARTNER / SR. ARCHITECT

Jamie Hickman

Jamie’s commitment to maintaining a personal “hands-on” approach to project delivery and client service has aided in developing long-term working relationships with Sequoias CCD and other community college districts around Central California. *JAMIE IS RECOGNIZED FOR HIS ABILITY TO SUCCESSFULLY NAVIGATE COMPLEX PROJECTS WHILE EXCEEDING CLIENT EXPECTATIONS IN AREAS OF BUDGET, PROGRAM AND SCHEDULE.*

With Jamie, there will be no learning curve or ‘getting to know you” phase. His working knowledge of the District and the relationships he’s built along the way will result in future facilities that *FULFILL THE NEEDS AND ASPIRATIONS OF THE SEQUOIA CCD AND SET THE STANDARD FOR FUTURE CAMPUS IMPROVEMENT, MODERNIZATION, AND NEW CONSTRUCTION PROJECTS.*

As Principal-in-Charge, Jamie will be involved with:

- Contractual review & signatures
- Work planning & staffing
- Communications & general oversight

Architectural Experience:
35 Years

Education:
Bachelor of Architecture
Iowa State University,
Ames, IA

Registration:
State of California
Registered Architect
C23801

Contact Information:
jamie.hickman@teterae.com
559.437.0887





COLLEGE OF THE SEQUOIAS STUDENT PAVILION
Sequoias Community College District, Hanford
Construction Cost: \$1.5M



CLOVIS WEST HIGH SCHOOL EECU CTE BUILDING ADDITION
Clovis Unified School District, Clovis
Construction Cost: \$1.8M



SELMA HIGH SCHOOL STADIUM REPLACEMENT
Selma Unified School District, Selma
Construction Cost: \$12M (est.)



VIRGINIA R. BORIS ELEMENTARY SCHOOL CAMPUS
Clovis Unified School District, Clovis
Construction Cost: \$23.6M



TOM CHANGNON EDUCATION CENTER
Stanislaus County Office of Education, Modesto
Construction Cost: \$16.8M



FRESNO CITY COLLEGE APPLIED TECHNOLOGY MODERNIZATION
State Center Community College District, Fresno
Construction Cost: \$12M



CENTER FOR AGRICULTURE & TECHNOLOGY
State Center Community College District, Madera
Construction Cost: \$3.5M

Jamie has completed projects for community college districts throughout Central California including:

- Sequoias Community College District
- State Center Community College District
- Yosemite Community College District
- Merced Community College District



SR. PROJECT ARCHITECT / TETER ASSOCIATE

Dana Stahl

Dana is an experienced project architect, designer and specification writer. Dana has been heavily involved in the design and construction of complex and large scale projects including CSU Bakersfield’s Humanities Classroom & Office Building.

Dana has provided architectural services for education clients including:

- California State University, Bakersfield
- Visalia Unified School District
- Tulare Joint Union High School District
- Clovis Unified School District
- Standard School District
- Madera Unified School District
- Kerman Unified School District

Architectural Experience:

32 Years

Education:

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo

Registration:

State of California
Registered Architect
C13141



PROJECT DESIGNER

Tony Pavone

Tony’s passion for design and broad architectural expertise drive him to create high quality, thoughtfully-crafted buildings. Tony has mastered the digital realm and brings his work to life using the latest 3D modeling tools. Tony will use these skills to present concepts that allow Sequoias CCD stakeholders to easily visualize how proposed buildings will look on their campus.

Tony has provided architectural services for education clients including:

- Sequoias Community College District
- California State University, Fresno
- Visalia Unified School District
- Clovis Unified School District
- Selma Unified School District
- Panama-Buena Vista Union School District
- Lemoore Union Elementary School District

Architectural Experience:

11 Years

Education:

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo



QUALITY ASSURANCE LEAD / ARCHITECT / TETER ASSOCIATE

Stuart Hendricks, CASp

Stuart brings TETER’s Quality Assurance Program to life. He is an expert in code interpretation. His duties include in-house review of projects for building code and accessibility requirements, accuracy, coordination, and constructability. His extensive experience with the Division of the State Architect will assure that any potential code issues will be solved early in the design process and expedite DSA approvals

Stuart has provided architectural, QA, and CASp services for education clients including:

- Sequoias Community College District
- State Center Community College District
- Yosemite Community College District
- California State University, Bakersfield
- California State University, Fresno

Architectural Experience:
43 Years

Education:
Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo

Registration:
State of California
Registered Architect
C16944



CONSTRUCTION ADMINISTRATOR / ARCHITECT

Ralph Williamsen

Ralph is recognized as a seasoned construction manager with a specific expertise in educational facilities. With experience on the design side, construction side, and as a consultant owners representative direct to districts, he understands the importance of collaboration and communication in determining and meeting client needs and priorities.

Ralph has provided architectural and construction administration services for education clients including:

- California State University, Bakersfield
- Alan Hancock Community College District*
- Los Angeles Community College District*
- Cutler-Orosi Jt. Unified School District
- Standard School District

* *Projects completed prior to joining TETER*

Architectural Experience:
19 Years

Education:
Master of Architecture
Frank Lloyd Wright School of
Architecture,
Scottsdale, AZ

Registration:
State of California
Registered Architect
C29192



STRUCTURAL ENGINEER / TETER ASSOCIATE
Eric Bailey, SE

With over two decades of structural engineering experience, Eric is highly skilled in seismic design and the selection of appropriate framing systems that provide quality solutions for projects ranging from complex multi-story structures to smaller scale projects.

Eric has provided engineering services for education clients including:

- Sequoias Community College District
- State Center Community College District
- Yosemite Community College District
- California State University, Fresno
- California State University, Bakersfield
- Visalia Unified School District
- Clovis Unified School District
- Fresno Unified School District

Engineering Experience:
22 Years

Education:
Bachelor of Science,
Architectural Engineering,
California Polytechnic State
University, San Luis Obispo

Registration:
State of California
Registered Structural
Engineer #SE5609



PLUMBING ENGINEER / TETER PARTNER
Jonathan Schlundt, PE

Jonathan is a skilled engineer with over 13 years of experience in mechanical design. He has extensive experience providing mechanical engineering services including new construction, remodels, and remediation projects across California.

Jonathan has provided engineering services for education clients including:

- State Center Community College District
- Yosemite Community College District
- California State University, Fresno
- California State University, Bakersfield
- Visalia Unified School District
- Clovis Unified School District
- Fresno Unified School District

Engineering Experience:
13 Years

Education:
Bachelor of Science,
Mechanical Engineering,
California State University,
Fresno

Registration:
State of California
Registered Mechanical
Engineer #M35955



ELECTRICAL ENGINEER / REGISTERED COMMUNICATION DISTRIBUTION DESIGNER / TETER PARTNER

Bryan Glass, PE, RCDD

Bryan oversees TETER's Electrical Engineering Division. His management style is a clear reflection of his passion for detail. Bryan believes a smooth and effective design delivery is a result of initial investigation while keeping current with industry news and requirements.

Bryan has provided engineering services for education clients including:

- Sequoias Community College District
- State Center Community College District
- Yosemite Community College District
- California State University, Bakersfield
- California State University, Fresno
- Visalia Unified School District
- Clovis Unified School District
- Fresno Unified School District

Architectural Experience:
19 Years

Education:
Bachelor of Science,
Electrical Engineering,
California State University,
Fresno

Registration:
State of California
Registered Electrical
Engineer #E17773

EXTERNAL CONSULTANTS

Much like the district develops a pool of architects to best meet their needs, TETER has long time relationships with several consulting engineers in our area to provide the services that are not currently provided by TETER. It is critical to have the ability to utilize multiple resources depending on the projects, schedule and budgets. Please note that TETER is prepared to begin immediately.

CIVIL ENGINEERING

Civil Engineers have been in short supply over the past few years, and for that reason we respectfully submit two firms we have worked with: Blair Church and Flynn and QK engineers. These firms will be responsible for Onsite Engineering to including Site Utilities, Site Storm Drainage, and vertical and horizontal controls. They also have extensive experience in Offsite work if needed. Both firms are local and both have the size and capacity to handle any projects within the Sequoias CCD.

LANDSCAPE ARCHITECTURE

TETER's professional relationship with David Bigler Associates dates back to 2005. This relationship has resulted in a long history of successful projects for clients across market sectors and incorporating a wide range of landscape, irrigation, and water conservation solutions. Their ability to design high end and thoughtful landscapes while meeting budgets and long-term maintenance requirements are key to their selection on the TETER team.

COST ESTIMATING

The budget is one of the most critical elements of any project. With state-funded Community College projects, the budget process is even more critical. TETER will utilize CP O'Halloran for third-party estimating. We simply do not have any room for budget creep, and having accurate cost information will be critical. With CP O'Halloran's assistance, we will provide cost estimate alignments at each critical phase of the work to include initial review of the state's budget, Preliminary Plans Estimate, and two estimates during the working plans at 50% and 100% completion.



CIVIL ENGINEER

Blair, Church & Flynn

BC&F has been designing education facilities since 1982. Since then, they have collaborated with the administration, faculty and support staff of more than 50 primary, secondary and post-secondary educational institutions throughout California.



CIVIL ENGINEER

QK Inc.

Since 1972, QK has been helping California communities grow into what we see today. QK’s creative professionals offer unparalleled expertise in civil engineering design and construction management, survey and GIS, urban design and landscape architecture, biology and environmental permitting, and planning.



LANDSCAPE ARCHITECT

David Bigler Associates

David Bigler Associates specializes in public works and institutional projects. A unique combination of education and experience make the firm qualified for a wide variety of landscape and irrigation projects. The firm understands the importance of the landscape and its overall effect on the surrounding environment and uses this knowledge as a starting point for designs that take into consideration aesthetics, sustainability, water conservation and future maintenance costs.



COST ESTIMATOR

C.P. O'Halloran Associates, Inc.

C. P. O'Halloran Associates provides comprehensive construction cost management services to design professionals, institutions and developers. An integrated understanding of the construction process enables their professional estimators to balance the needs of each project to attain stated functional, programmatic and design goals.



COLLEGE OF THE SEQUOIAS HANFORD EDUCATIONAL CENTER
TETER-DESIGNED PAVILION IN DISTANCE



Section 4 PROJECT APPROACH

TETER believes that each client and project is unique and that our local community deserves outstanding educational facilities. We recognize the importance of all projects and sizes to include both new facilities and modernizations. We apply our creativity, expertise, active listening skills, and management abilities towards successful meaningful projects.

TETER understands the full picture of Higher Education Capital Outlay—from funding and finance, to construction techniques and DSA closeout. Our specifically selected team has the expertise to work with the district towards the ultimate goals of enriching our community and the facilities at the Sequoias Community College District. We have selected a team to execute projects of all sizes and scopes both individually and simultaneously.

We believe there are three major overriding elements that need to align during any project: COST, SCHEDULE, MANAGEMENT & DESIGN

COST CONTROL: MAXIMIZING YOUR RETURN ON INVESTMENT

With over 500 projects executed last year in the Central Valley, TETER has unmatched experience in cost control with our clients and understands its importance on state-funded Community College projects. We set realistic goals and develop architectural solutions with simple and elegant outcomes. Value Engineering is continuous, starts in programming and is ingrained in our planning, programming, design, and working plans. We utilize a third-party estimator for inclusion in the required state funding submittals.

We embrace our role as stewards of your money, resources and trust. TETER understands that you have a set budget for your projects and that it is critical to deliver cost effective, energy efficient designs that foster exceptional educational environments and are built to last. We are ready to start the “plans” phase of your projects and to assist in the allocation of funding from the Department of Finance.

SCHEDULE

Time is Money and the implications of schedule have a direct impact on the cost of a project. TETER processes \$15 Million A/E fees per year which equates to approximately \$150 Million in construction cost. Our internal resources and diverse project experience give us the ability to manage multiple projects concurrently. TETER’s well-developed procedures of projecting project schedules and managing scope and budgets enable us to evaluate and proactively adjust resources as necessary. These processes are planned logically and carefully executed, enabling the design team

to manage scope and adhere to budget and scheduling requirements. The integration of our IN-HOUSE ENGINEERS in the project management process provides an unequalled level of control over project parameters.

Meeting our deadlines and submittals is part of TETER's standards of services provided for the last 40 years in this valley. TETER has developed an internal peer Project Management review with our Corporate Project Coordination team. These are dedicated professionals that parallel track our projects internally. They also establish work flow amongst the 111 staff members here at TETER to ensure deadlines are met and Projects get built on time!

DESIGN CONTROL & DEVELOPMENT

Good Design Shouldn't Cost More... We look at the design process as a collaboration between the District and TETER's Integrated A/E team. We will apply all our expertise and passion to your Basic Skills Center and future projects.

This balance of Design with Quality and affordability allows districts to focus on the education while we focus on the buildings.

1. Capital Outlay Planning: TETER understands the State Chancellor's Capital Outlay process which will prove important in meeting the desired expectations. We will work closely with the district Dean of Facilities to ensure that adequate time is allowed to meet the very important cut off milestone deadlines required for funding. We believe that good design can harmonize with budget, schedule, and sustainability.

Cost control on a project begins at programming long before pencil is put to paper and continues throughout the life of the project into construction.

TETER's philosophy is "there is no separation between programming, design, and cost control." We not only integrate cost control into the design process but place it at the lead. Before starting work on a project, we look for funding opportunities then develop a project budget spreadsheet. This budget is based on our experience with school construction and will be discussed with the District. This gives us a big picture look at the project from 30,000 feet above. If there are inconsistencies between

scope and budget, we make corrections prior to any pencils hitting the paper on programming or design.

2. Preliminary Plans: This is a most critical step in the process towards the capital outlay and actually includes both Schematic Design, and Design Development phases. With the IPP and FPP already complete and approved by the District and the State, the TETER team's first role will be to quickly access existing plans, approvals, programming, budgets, and district needs in order for TETER to develop detailed and accurate design and working plans. We do not start over but rather verify the data from the stakeholders as part of our first step design process. This provides an understanding of client needs and helps confirm project and educational goals, as well as budget and schedule. If any adjustments are needed, it's critical to understand the implications to the funding and capital outlay as early as possible. TETER will provide all necessary documents for preliminary plans approval as outlined by the State Chancellor's office.

3. Working Plans: The Construction Document Phase, TETER will develop documents detailing all approved materials, workmanship, finishes and equipment. Cost estimates will be provided as required to ensure the project meets district budget parameters prior to bidding. During this phase, TETER will conduct regular coordination meetings between engineering disciplines as part of Quality Assurance. TETER will prepare plans ready for a smooth DSA approval and Successful Bidding during this phase.

As part of our QA/QC process, we verify the project meets the requirements of the district from previous phases to ensure the district's expectations and needs are included in the project.

4. Agency Review: We view the Division of the State Architect as a partner in the project and take a very proactive approach to garnering approval and certification. The Sequoias Community College District is served by the DSA's Sacramento office. We have extensive experience with the staff of DSA's Sacramento office on a majority of our education projects and have found the trust we have built over the years to be very helpful for our clients.

5. Bidding & Negotiations: Once the project goes into construction our philosophy is to respond quickly to contractor questions and be readily available to handle any challenges that might arise in the field. Changes made to the project in the field are dealt with on a proactive basis. As soon as a potential change issue is identified, we aggressively pursue

the best solution. We involve all pertinent parties to gather as much information as necessary, consider alternate solutions and deliver the best solution back to the contractor in the shortest time possible. During this phase we typically provide:

- Review of the district's General Conditions of the contract
- Responses to pre-bid RFI's
- Creation and processing of any necessary Addenda
- Attendance and presentation at the Job Walk
- Assistance to the district for job parameters to ensure bidding coverage
- Contractor interviews as needed by the district

6. Construction: Once the Construction Phase begins, TETER will assist the owner in interviewing Project Inspector applicants and will provide general observation of construction.

TETER understands that the Construction Administration Phase is heavily oriented toward the legal rights of the Client and Contractors. It is vital that all parties proceed with diligence in all actions, decisions and record-keeping during this phase.

We will attend lead regular site progress meetings and take a "firm but fair" approach with the selected contractor. And respond promptly to RFI's and submittals.

7. Closeout: Closeout starts the same time as construction. We take a pro-active role in our DSA closeout process closeout documents updated regularly throughout the project.

ROLES & RESPONSIBILITIES OF INVOLVED PARTIES

The team we have selected is specifically chosen based on their knowledge and abilities with regards to both the immediate projects needs and any on-call work for future projects. Our leadership will remain constant with multiple production and project management teams to service multiple projects simultaneously.

Jamie Hickman will serve as Principal-in-Charge. Jamie is a Senior Partner at TETER with a history of Community College clients and projects. Service based, Jamie will be a vital resource for contractual review and signatures as well as our work planning and staffing. Though not the primary contact, Sequoias CCD will have access to Jamie throughout the project.

The primary contact and coordinator for work on Sequoias CCD projects will be Vivek Harris. Vivek will act as Architect of Record, Client Leader, and Senior Project Manager. His background in large complex buildings, community colleges, capital outlay, and design will be valuable tools throughout campus projects. Vivek will develop work plans, conduct owner meetings, serve as Architect of Record, and will oversee the alignment of Schedule, Budget, and District needs.

Senior Architect Dana Stahl brings extensive 32 years of architectural experience. He will be the primary project architect on district projects, and as we say, "doing the heavy lifting." Dana will attend meetings with Vivek and will be coordinating consulting engineers and staff to meet the goals of the project.

Tony Pavone has proven himself a reliable and knowledgeable design professional through his past work on multiple Sequoias CCD projects and is ready to hit the ground running on future projects for the district. He will draw on his design expertise and district/campus familiarity to assist project leaders and provide tightly coordinated project documents.

SUCCESSFUL COMMUNICATION

TETER instills communication as one of our core values. We use and are familiar with all of the current communication tools and software used in our industry and select those that are appropriate for the District, Architect, and Contractor. Once the tools and methodology is selected, we stick with it through the project duration.

PROTOCOL FOR COMMUNICATION

Upfront development of a PROTOCOL for the communicating is key. Agreed to be all parties, it lays out how and who to contact for specific issues.

At TETER we develop internally a responsibility matrix that indicates each party, their contact information, and their project responsibilities. We will work with the District to develop an agreed-on protocol for chain of command and communication items. It is vital that the District be able to communicate with TETER and get the needed information.

We provide prompt and quick response. Our project Lead Vivek Harris will be dedicated to Sequoias CCD projects. His workload has been adjusted to enable this high level of service the District deserves and needs. Time is money and we push for quick responses from our internal team.

COMMUNICATION MANAGEMENT

With our *pre-determined regular meetings*, we ensure that detailed and accurate minutes are taken and issued for review by the parties promptly. We also insist on kick-off meetings which help all team members to have a better understanding of the project objectives, assumptions, constraints, deliverable(s), challenges, methodologies, procedures, plans, working environment, and the roles of each stakeholder, etc.

A successful kickoff meeting can set the tone for the rest of the project. It ensures that all project stakeholders are on the same page and have a common understanding of the project aim and objectives. It helps them to reach an agreement on how to work as a team. It helps clients to build a relationship with the project team and improves an overall understand how the project will proceed.

So much of the communication is tied to actively listening and mirroring back to ensure content is jointly understood. The “prompt” concept is key as well to give adequate time for review. It can vary but we issue notes within 2 days of the meeting through the project’s life. At our kick-off meeting we will work the district to develop contact lists and desired protocol.

In addition to the general strategies for communication, there some particular nuances at the major phases as follows:

1. Planning Phase Communication: The most important communication tool during planning is TETER’s ability to listen to the district’s needs. This involves an active process of mirroring back the information to the district to verify content and acceptance.

2. Plans Phase Communication: Though complete with design and much of the initial District input, it is critical for regular communication and involvement of the district during this phase. We believe in continued meetings with the district. At these meetings, TETER and the District will be able to discuss updates on progress of plans, discussion of any district concerns, budget and schedule reconciliation, and DSA pre-submittal reviews.

3. Construction Phase Communication: Construction communication starts in the general conditions

of the contract even before shovels hit the dirt.

This is our first form of communication with the contractor. Once awarded, and work starts, all communications will be in writing or followed with written confirmation. At TETER we prefer to be the stewards of the meeting minutes preparation and issue. We have found that the architect leading this process best serves the district.

As part of our standards of services we propose the importance of regular meetings and a forum for communication between the A/E team and the district through the project. We advocate for continued short regular meetings between the District, IOR, and Architect.

PROVIDING QUALITY ASSURANCE IN PLANS & SPECIFICATIONS

TETER approaches Quality Assurance as a philosophy that underlies the entire client relationship rather than the final step in the preparation of construction documents..

There are two terms that are usually interchanged but actually have very specific meanings. Quality Control and Quality Assurance. The ultimate goal is for the team to produce plans in alignment with district budget/schedule/scope at the time of Bidding.

QUALITY CONTROL (QC)

Takes place at intervals and milestones during the project utilizing our peer review to ensure the highest quality of our documents. This is typically done at the end of each phase of work. Quality Control is a part of our overall Quality Assurance program.

QUALITY ASSURANCE (QA)

Is a continuous “overall process” based on systems TETER uses to ensure production of quality design and working documents in alignment with budget and schedule. This is a core value mindset established by our founding principal Glen Teter, and includes our quality control above, TETER University (our in-house training seminar series), and our TETER QA Oversight Team.

TETER’s Quality Assurance program is led by Stuart Hendricks out of our Visalia office. Stuart is a licensed and CASp certified Architect with over 30 years of experience. TETER’s Quality Assurance/Quality Control expertise has been utilized by local regulatory agencies to provide reviews on unique and complex projects developed by others.

The key elements of the Quality Assurance/Quality Control Program during the Design and Contract Document Phase include the following:

- All Project Team Members are committed to producing and providing quality, coordinated documents
- Multi-Disciplined Firm provides constant and concurrent coordination throughout entire project
- Frequent and routine Team meetings mitigate coordination issues.
- Independent Professionals provide “cold-eye” code and constructability reviews
- Thorough reviews performed at all major milestones
- Constructability Review by our in-house CA specialists

KEY ELEMENTS FOR SUCCESS

TETER understands the importance and prominence of each project for the Sequoias CCD. The Basic Skills project is of key importance as a “gateway” or “front door” project immediately off Moody to the Visalia Campus. We look at success in terms of our methods and process as well as the end results.

METHODS FOR SUCCESS

- Establishment of realistic goals, priorities, and expectations
 - Budget/Schedule/Scope/Design
- Minimize Changes to the Scope of the Project from IPP through Closeout
- Communication and Chain of Command. Clear understanding of responsibilities and access is key. The district will have a clear understanding of where to get the information they need and how to get it!
- Knowledge and thoughtful Work Plan. Having a team with experience in larger complex building types and assemblies is important at all levels and phases
- Egos at the door. Team Approach from Design through Construction. There is no place in this business for big egos getting in the way of developing solutions and executing the plans. We work as a team and listen to all members of the team
- Adherence to contract general conditions
- Construction Start up procedures
- Impeccable professionalism and documents

END RESULTS FOR SUCCESS

- Meeting District Educational Needs by improving the learning experiences for the students of the Sequoias CCD
- Meeting community needs by enriching the corner of Moody and Meadow and developing increased “curb appeal”
- Continuing and strengthening the relationship of TETER and the Sequoias CCD to the better betterment of our community





Section 5 REFERENCES



STATE CENTER COMMUNITY COLLEGE DISTRICT

Center for Agriculture & Technology

An expanding Career Technical Education program at Madera Community College Center was the driving factor for a new Center for Agriculture and Technology. An agriculture shop, welding shop, outdoor covered work area, and maintenance shop allow ample space for large equipment for hands-on learning. A dry lab, staff offices, and expandable lecture space complement the working areas with more traditional learning spaces which feature advanced connectivity for the campus's tech-savvy cohorts.

This project addressed the District's desire to enhance the social and communal benefits of the college experience by incorporating a shaded plaza to encourage student interaction outside the classroom.

PROJECT DATA:

Services Provided: Architectural Design, Mechanical, Electrical, Plumbing & Structural Engineering, Construction Administration

Total Project Costs: \$5,486,400

Itemize soft costs: \$406,400

Construction costs: \$5,080,000

Number of Change Orders: 2

Associated Costs: \$6,642 (change order #1); \$7,486 (change order #2)

Significant Issues & How Issues Were Resolved: Current unresolved issues include existing gas line and Independent Service Review report. Project is currently under construction and issues are currently in the process of being resolved.

Construction Delivery Methods Used: Design-Bid-Build

Contact Name:
Christine Miktarian, *Operations
& Information Systems*

Phone:
559.243.7200

Email:
christine.miktarian@sccd.edu



Contact Name:
Judy Lanchester,
Director of Facilities
Planning & Operations

Phone:
559.324.6443

Email:
lanchesterj@yosemite.edu

YOSEMITE COMMUNITY COLLEGE DISTRICT

Modesto Jr. College East Campus Heating Decentralization

This phase II project for YCCD involved adding four new boilers to replace the same leaky, hazardous steam system (within five buildings taken off the central plant in one summer) and a massive screen wall to hide 12' ducting on the roof of the student center.

TETER designed a lightweight screen that didn't compromise the structural integrity of the building and added new modular central plant containing the boilers unit on the roof.

By crawling through tunnels again and investigating every aspect of the HVAC system, TETER was able to design a new system that worked with parts of the old, making it look like we hadn't been there while leaving it in better shape than we found it in. To encourage student interaction outside the classroom.

PROJECT DATA:

	PHASE 2	PHASE 2	PHASE 3	TOTAL
TOTAL PROJECT COSTS	\$3,331,000	\$6,521,400	\$3,850,000	\$13,702,400
ITEMIZED SOFT COSTS	\$720,000	\$1,504,938	\$800,000	\$3,024,938
CONSTRUCTION COSTS	\$2,611,000	\$5,016,462	\$3,050,000	\$10,677,462
# OF CHANGE ORDERS	3	4	3	10
ASSOCIATED COSTS	\$148,000	\$80,462	\$23,000	\$251,462

Significant Issues & How Issues Were Resolved: It was necessary for the campus to remain functional and classes continue during the construction period and for that reason the project needed to be segmented into three different phases.

Construction Delivery Methods Used: Hard Bid







Section 6 BILLING RATES & FEES

FEE STRUCTURE UTILIZED

At TETER’s Higher Education Sector, we customize our fee structures and billing to meet clients needs and funding cycles. We follow industry standard fees allocation and structures that include acceptance of the state chancellor’s funding structures for standard capital outlay projects and services. Where additional services are desired by the district that fall outside standard formulated fees, we develop a workplan and fixed fee for the work tied to an agreed upon scope of services. For projects that do not receive state funding we apply a typical sliding scale accepted by many Valley Educational districts for fairness.

THE FOLLOWING IS A BREAKDOWN OF HOW AND WHEN SPECIFIC FEE STRUCTURES WOULD BE USED:

Standard State Funded Projects = *State Chancellor’s Fee Structure of 8% for new construction, and 10% for modernizations.*

Special or Additional Services* = *Negotiated Fee*

**Special or Additional Services. In some cases, there are services we consider additional that fall outside the state’s standards for state funded projects. We negotiate with our Districts to ensure an equitable fee structure is established for compensation. We do typically prefer a fixed fee defined and aligned with a detailed description of scope of work and services. Examples of some of these services would be as follows:*

- LEED Processing, Design, Management
- Furniture Procurement
- Offsite Public or Infrastructure Improvement Plans
- Capital Outlay Planning (Work Prior to Funding by State..IPP, FPP, CEQA, etc)
- Space Inventory

Standard Non-State Funded Projects = *Sliding Scale (see below)*

	\$0-\$500K	\$500K-\$1.0M	\$1.0M-\$2.0M	\$2.0M-\$6.0M	\$6.0M-\$10.0M	\$10.0M+
New Construction	9.0%	8.5%	8.0%	7.0%	6%	5%
Modernization	12.0%	11.5%	11%	10.0%	9%	8%

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR’S OFFICE SET FEE PERCENTAGES:

TETER is prepared to start work immediately under the state’s funding guidelines as set forth by the state chancellors office for community colleges.



HOURLY RATE SCHEDULE

ARCHITECTURE

Principal Architect	\$180.00/hr
Senior Architect	\$150.00/hr
Architect	\$120.00/hr

CIVIL ENGINEERING

Principal Civil Engineer	\$180.00/hr
Senior Civil Engineer	\$145.00/hr
Civil Engineer	\$115.00/hr

STRUCTURAL ENGINEERING

Principal Structural Engineer	\$195.00/hr
Senior Structural Engineer	\$170.00/hr
Structural Engineer	\$145.00/hr

MECHANICAL ENGINEERING

Principal Mechanical Engineer	\$195.00/hr
Senior Mechanical Engineer	\$170.00/hr
Mechanical Engineer	\$130.00/hr

ELECTRICAL ENGINEERING

Principal Electrical Engineer	\$205.00/hr
Senior Electrical Engineer	\$170.00/hr
Electrical Engineer	\$140.00/hr

COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$330.00/hr
Architect	\$330.00/hr

CONSTRUCTION ADMINISTRATION

Senior Construction Administrator	\$125.00/hr
Construction Administrator	\$100.00/hr

PROJECT MANAGEMENT

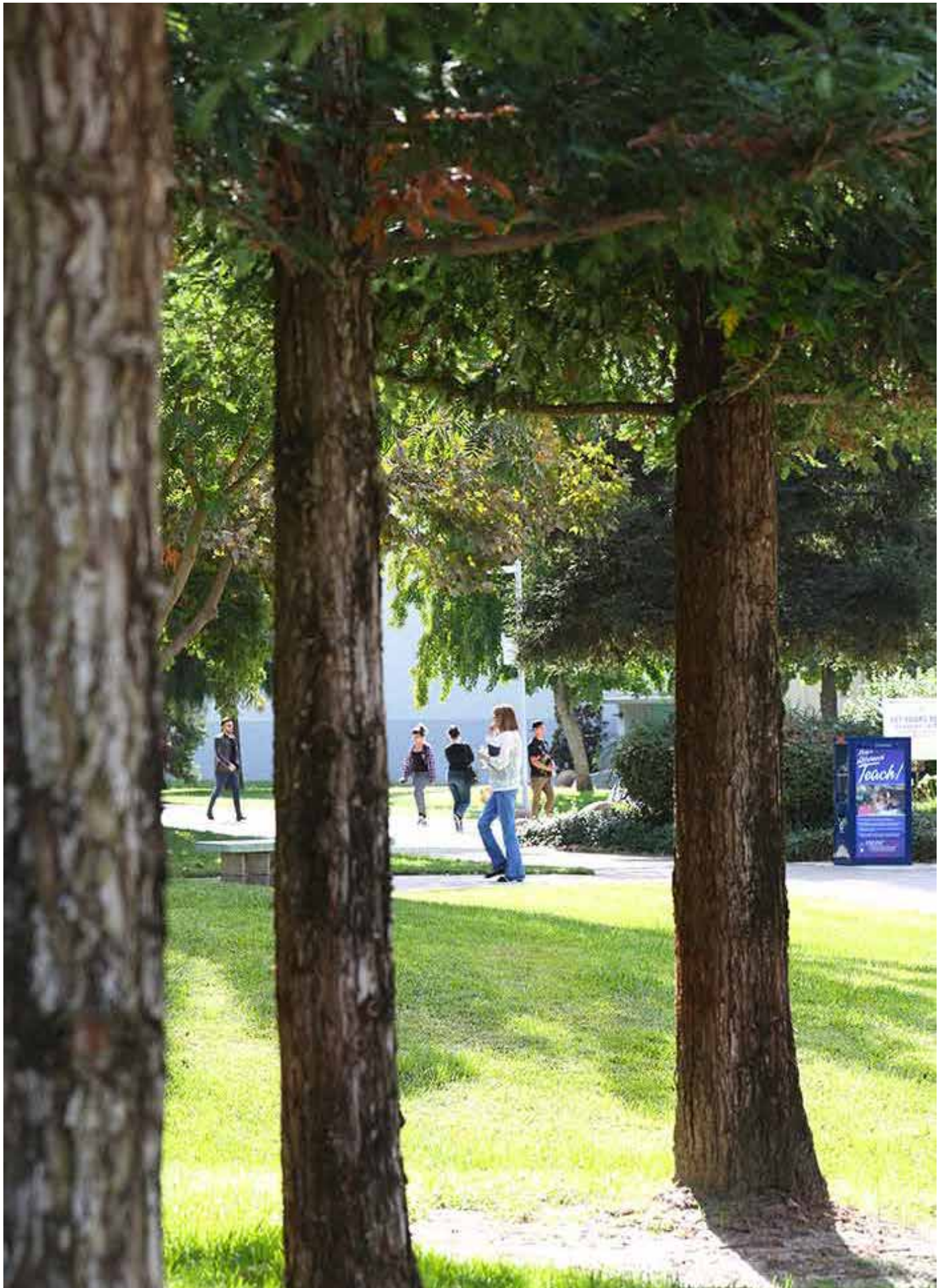
Senior Project Manager	\$155.00/hr
Project Manager	\$120.00/hr
Job Captain	\$95.00/hr
Senior Administrator	\$95.00/hr
Administrator	\$80.00/hr

SUPPORT SERVICES

Systems Manager	\$130.00/hr
Engineer-In-Training II	\$90.00/hr
Engineer-In-Training I	\$85.00/hr
Design Professional II	\$85.00/hr
Design Professional I	\$80.00/hr
Senior Drafter	\$85.00/hr
Drafter	\$70.00/hr

REIMBURSABLE ITEMS

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%







Section 7 INSURANCE CERTIFICATES

PROFESSIONAL LIABILITY INSURANCE CARRIER:

Name: Arch Insurance Company

Policy Number: PAAEP0035701

Policy Period: 12/10/2019 to 12/10/2020

Policy Limits: \$5,000,000 per claim / \$5,000,000 Annual Aggregate

COMMERCIAL / GENERAL LIABILITY INSURANCE CARRIER:

Name: The Hartford

Policy Number: 57 SBW BZ0287

Policy Period: 1/01/2019 to 1/01/2020

Policy Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate

Insurance certificates will be provided upon award of project.





Section 8 ACKNOWLEDGEMENT OF ADDENDA

TETER acknowledges receipt of Addenda 1 and 2. Copies of the addenda are attached on the following pages.



ADDENDUM No. 1
PROJECT: ON-GOING ARCHITECTURAL SERVICES
BID NO.: RFQ No. 2019-100

Notice to Bidders on the Above Project:

This addendum consists of: **Bid Clarifications**

Question #1. We are preparing our response to the District RFQ for ongoing Architectural services. May we please request a draft copy of the architectural services agreement mentioned in section 2.2.3.3.?

Answer# 1. Section 2.2.3.3. of RFQ 2019-100 On-Going Architectural Services, is modified by replacing the wording with the following:

2.2.3.3 Prepare design documents as required by the Division of the State Architect, California Community Colleges Chancellor's Office, and in accordance with program specifications provided by the District.

Question #2. Will there be a pre-submittal site walk to learn more about the Basic Services Center project, or would the District be willing to meet with our proposed project architect briefly on the site to discuss the project?

Answer# 2. No. We are unable to meet with any firms prior to the deadline date. If you have specific questions about the project, you can submit those questions in writing and we can document a response that will be shared in an addendum as a "clarification" item pertaining to Section 2.2.1 Active Project.

Questions #3. Can you please clarify Item 1.2 on Page 2? It says, "Submitting firms must have office in the Central Valley, located BETWEEN Fresno and Bakersfield", this would apply to an office IN Bakersfield, correct?

Answer# 3. Yes.

All other terms and conditions remain the same.



Ashley Collins, Purchasing Manager

5-21-19

Date

ADDENDUM No. 2
PROJECT: ON-GOING ARCHITECTURAL SERVICES
BID NO.: RFQ No. 2019-100

Notice to Bidders on the Above Project:

This addendum consists of: **Bid Clarifications**

Question #1. May we confirm that the RFQ submittal should NOT include Insurance Certificates (section 3.4.8). It is our understanding that certificates will be provided if “awarded the contract for an assigned project”.

Answer# 1. Insurance certificates do NOT need to be included with your RFQ submittal.

Question#2. Section 2.2.3.1 Are all accurate record drawings going to be available to the selected Architect

Answer#2 Yes, Architect(s) will have access to all available record drawings currently possessed by the District.

Question #3. Section 2.2.3. 12 Will the selected firm be updating existing District standards or creating new District standards from scratch?

Answer#3. Selected firm may be requested to updated existing standards and/or create new District standards based on the needs of each campus.

Question #4. Section 3.4.7.1 (Fee) Will the basic skills facility be considered new construction or a remodel in the eyes of the District.

Answer#4. The “Basic Skills Center” project is classified as s “Type C-Modernization: project by the Chancellor’s Office primarily because of the net change in assignable building square footage resulting from the project as a whole. Since two existing buildings will be completely demolished and a new standalone building will be constructed, this project can be considered “new construction” from the District’s perspective.

Question #5. Can the District provide any Capital Outlay Documents prepared to date to include but not limited to IPP, FPP, or CEQA efforts for proposer review?

Answer#5. Please visit the COS Facilities Department’s “Planning & Construction” website (<https://www.cos.edu/en-us/Facilities/Pages/Planning-%26-Construction.aspx>) to access a copy of the District’s 2020-2024 Five Year Capital Outlay (Construction) Plan. This document provides a brief summary of current IPPs and FPPs under review by the Chancellor’s Office. The District will provide additional details, including all available environmental review documentation, to the proposer if/when the proposer is awarded the contract for an active project.

Question #6. Based on the RFQ, it appears that the work would start at “preliminary Plans” for the Basic Skills project. Does the district have any specific drivers/milestone scheduling items? Should the proposer’s assume a standard timeline to meet Cap Outlay/DOF deadlines?

Answer#6. The “Basic Skills Center” project will be required to meet standard timeline as specified in the most recent JCAF 32 form received from the Chancellor’s Office. The “preliminary planning”

phase will begin in July/August 2019. "Construction" is projected to occur from May 2021 through November 2022.

Question #7. Will Capital Outlay Processing be required by the proposers or does the district have an "In-House" capital outlay funding expert or consultant? If a consulting firm for capital is used by the district may that contact information be made available?

Answer#7. The District will be utilizing "in-house" personnel to fulfill all Capital Outlay funding reporting requirements. The District reserves the right to hire an outside consultant and will share that contact information with the proposer if/when it becomes available.

Question #8. As part of any CEQA processing, are there any issues that are beyond a "Negative Declaration" that could impact schedule or design?

Answer#8. The District is not aware of any such concerns. Should any issues arise, the District will work closely with the Architect to resolve such items in a timely manner under a separate contract specific to the environmental needs of an active project.

Question #9. What will the district's decision-making or consensus process be regarding the projects?

Answer#9. Selection of Architect: For all projects, the Dean of Facilities and District Senior Management will select an Architect from the approved "pool" that will best meet the needs of a specific project based on the outcome of the RFQ process. Depending on the contract value of the work, the District may be required to take such recommendation (including a project-specific contract) to the Board of Trustees for review and approval. Project Design: The Dean of Facilities (or designee) will work closely with the Architect to communicate the detailed needs of each project. This scope will directly reflect the input of staff, faculty and other individuals who are directly impacted by the project. These individuals may also be required to meet with the Architect (and design team) at reasonable milestones throughout each design phase to review progress and make recommendations. Final design decisions will be communicated by the Dean of Facilities with prior approval from District Senior Management (if applicable). Project Implementation: District decisions related to the construction process or adjustments to the contract during construction will be communicated by the Dean of Facilities (or designee) with prior approval from District Senior Management. When applicable, the Dean of Facilities will be responsible for communicating all contractual changes to the District's Board of Trustees for review and approval.

Question #10. What is the intended construction delivery method for the construction of the projects? DB? DBB? CM? CMAR? Other? If a CM I involved, has a CM firm been selected and if so who are they?

Answer#10. The District's preferred construction delivery method is Design-Bid-Build. The District reserves the right to select a different construction delivery method if deemed suitable for a specific active project.

Question #11. Are there any specific phasing or sequencing issues related to the project expected during construction that would extend construction duration longer than 1 year or 18 months?

Answer#11.No.

Question #12. Are there any performance or design associated with any of the work such as Sustainability, LEED rating/certification? Design awards? Student/Community outreach and Inclusion?

Answer#12. The Architect shall be encouraged to implement creative performance or design drivers assuming these features do not negatively impact the specific scope of work and construction cost as approved by the Chancellor's Office. The Architect shall be knowledgeable of all DSA requirements related to sustainability and incorporate such features into projects when applicable. Any sustainability feature "voluntarily" added to a project (not code required) shall be cost effective, agreed upon by the District, and must benefit the overall operations of the facility

with minimal impact on long-term facility maintenance (i.e. preventative/scheduled maintenance needs, routine service agreements, equipment replacements, monitoring, etc.).

Question #13. What is the District's desired vision of community involvement during the projects? Are there any specific community drivers at this time for the projects?

Answer#13. The District will determine if/when community involvement is required for a specific project. Please note that in every phase of a project, it is essential for all consultants, vendors, and contractors to be cognizant of the close-knit relationship shared by the District, our surrounding neighbors and businesses, and our local communities. The physical design, presence and functionality of our facilities should complement and enrich this bond. Please consider the significance of this relationship and the "high profile" nature of construction projects on each of our campuses.

Question #14. Are there any projects on campus closed **without** Certification that may impact the proposer's work or project schedules?

Answer#14.No.

All other terms and conditions remain the same.



Ashley Collins, Purchasing Manager

6/3/2019

Date

EXHIBIT B

COST ESTIMATE SUMMARY AND ANTICIPATED TIME SCHEDULE - JCAF 32

District: Sequoias Community College District

College: College of the Sequoias

CFIS Ref. #: 40.56.117

Project Name: Basic Skills Center

Date Prepared: _____

CCI: 6684

Budget Ref. #: _____

Request For:

A

P

W

C

E

DB

EPI: 3606

Prepared by: Midpoint

								District Funded	
								State Supportable	Non State Supportable
<input type="checkbox"/> Not Rounded <input checked="" type="checkbox"/> Escalate to Midpoint (FPU Only) <input checked="" type="checkbox"/> Rounded		Total Cost		State Funded					
1. Site Acquisition		Acres:							
A. Acquisition									
2. Preliminary Plans		Budget CCI: 6596		\$838,000	\$838,000	\$0	\$0		
A. Architectural Fees (for Preliminary Plans)				\$343,000					
B. Project Management (for Preliminary Plans)				\$123,000					
C. Office of the State Architect, Plan Check fee				\$160,000					
D. Preliminary Tests (Soils, hazardous materials)				\$79,000					
E. Other Costs (for Preliminary Plans)				\$133,000					
3. Working Drawings		Budget CCI: 6596		\$527,000	\$527,000	\$0	\$0		
A. Architectural Fees (for Working Drawings)				\$392,000					
B. Project Management (for Working Drawings)				\$0					
C. Office of the State Architect, Plan Check fee				\$0					
D. Community Colleges Plan Check fee				\$35,000					
E. Other Costs (for Working Drawings)				\$100,000					
<i>(Total PW may not exceed 13% of construction)</i>		<i>11.5%</i>							
4. Construction		Budget CCI: 6684		\$11,832,000	\$11,832,000	\$0	\$0		
A. Utility Service				\$763,000					
B. Site Development, Service				\$208,000					
C. Site Development, General				\$375,000					
D. Other Site Development				\$9,000					
E. Reconstruction				\$0					
F. New Construction (bldg) (w/Group I equip)				\$9,675,000					
G. Board of Governor's Energy Policy Allowance (2% or 3%)				\$193,000					
H. Other				\$609,000					
5. Contingency				\$592,000	\$592,000	\$0	\$0		
6. Architectural and Engineering Oversight				\$237,000	\$237,000	\$0	\$0		
7. Tests and Inspections				\$376,000	\$376,000	\$0	\$0		
A. Tests				\$118,000					
B. Inspections				\$258,000					
8. Construction Management & Labor Compliance Program (if Justified)				\$275,000	\$275,000	\$0	\$0		
A. Construction Management				\$237,000	\$237,000				
B. Labor Compliance Program				\$38,000					
9. Total Construction Costs (items 4 through 8 above)				\$13,312,000	\$13,312,000	\$0	\$0		
10. Furniture and Group II Equipment		Budget EPI: 3606		\$2,236,000	\$564,000	\$1,672,000	\$0		
11. Total Project Cost (items 1, 2, 3, 9, and 10)				\$16,913,000	\$15,241,000	\$1,672,000	\$0		

12. Project Data	Outside Gross Square Feet	Assignable Square Feet	Ratio ASF/GSF	Unit Cost Per ASF	Unit Cost Per GSF	14	State Funded	District Funded		District Funded Total
								Supportable	Non Supportable	
Construction	21,145	15,002	71%	\$645	\$458	Acquisition	\$ -	\$ -	\$ -	\$ -
Reconstruction	-	-	-	-	-	Preliminary Plans	\$ 838,000	\$ -	\$ -	\$ -
13. Anticipated Time Schedule						Working Drawings	\$ 527,000	\$ -	\$ -	\$ -
Start Preliminary Plans	7/1/2019	Advertise Bid for Construction		2/1/2021		Construction	\$ 13,312,000	\$ -	\$ -	\$ -
Start Working Drawings	12/1/2019	Award Construction Contract		5/1/2021		Equipment	\$ 564,000	\$ 1,672,000	\$ -	\$ 1,672,000
Complete Working Drawings	6/1/2020	Advertise Bid for Equipment		1/1/2022		Total Costs	\$ 15,241,000	\$ 1,672,000	\$ -	\$ 1,672,000
DSA Final Approval	12/1/2019	Complete Project		11/1/2022		% of SS Costs	90.11%	9.89%	SS Total	\$ 16,913,000

EXHIBIT C



TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0887 T
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.625.5246 T
1200 DISCOVERY DR. 160 | BAKERSFIELD, CA 93309 | 661.843.8400 T
1218 K ST. 100 | MODESTO, CA 95354 | 209.577.2288 T
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3353 T

ARCHITECTS ENGINEERS CONNECTED

HOURLY RATE SCHEDULE

January 1, 2019

ARCHITECTURE

Principal Architect	\$180.00/hr
Senior Architect	\$150.00/hr
Architect	\$120.00/hr

CIVIL ENGINEERING

Principal Civil Engineer	\$180.00/hr
Senior Civil Engineer	\$145.00/hr
Civil Engineer	\$115.00/hr

STRUCTURAL ENGINEERING

Principal Structural Engineer	\$195.00/hr
Senior Structural Engineer	\$170.00/hr
Structural Engineer	\$145.00/hr

MECHANICAL ENGINEERING

Principal Mechanical Engineer	\$195.00/hr
Senior Mechanical Engineer	\$170.00/hr
Mechanical Engineer	\$130.00/hr

ELECTRICAL ENGINEERING

Principal Electrical Engineer	\$205.00/hr
Senior Electrical Engineer	\$170.00/hr
Electrical Engineer	\$140.00/hr

COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$330.00/hr
Architect	\$330.00/hr

CONSTRUCTION ADMINISTRATION

Senior Construction Administrator	\$125.00/hr
Construction Administrator	\$100.00/hr

PROJECT MANAGEMENT

Senior Project Manager	\$155.00/hr
Project Manager	\$120.00/hr
Job Captain	\$95.00/hr
Senior Administrator	\$95.00/hr
Administrator	\$80.00/hr

SUPPORT SERVICES

Systems Manager	\$130.00/hr
Engineer-In-Training II	\$90.00/hr
Engineer-In-Training I	\$85.00/hr
Design Professional II	\$85.00/hr
Design Professional I	\$80.00/hr
Senior Drafter	\$85.00/hr
Drafter	\$70.00/hr

REIMBURSABLE ITEMS

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%