

**Special Meeting
Board of Trustees
Coast Community College District**

Date: June 21, 2011

Location: Coast Community College District
Board Meeting Room
1370 Adams Avenue
Costa Mesa, California 92626

Time: 4:00 p.m.

A G E N D A I T E M S

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance - Trustee David Grant**
- 4. Opportunity for Public Comment**

Members of the public have the opportunity to address the Board of Trustees on any item that has been described in this notice, before or during consideration of the item. Persons wishing to make comments are allowed 5-minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.

- 5. Adopt Resolution 11-25 Coast Community College District Board of Trustees
Revision to Reorganization and Lateral Transfer Plan (See Attachment #1)**
- 6. Approve Standard Agreement between the Orange County Conservation
Corps and the Coast Community College District to Enter into a Sublease
Agreement to Make Services Available to the One-Stop Community (See
Attachment #2)**

- a. **Background:** The Orange County Conservation Corps serves young, at-risk adults through employment, training and educational programs that build self-sufficiency and benefit the community through conservation-related projects. It is the desire of the Orange County One-Stop Center to partner with the Orange County Conservation Corp by entering into a sublease agreement that will provide them with 105.44 square feet workspace to make available these valuable services to One-Stop community.
- b. **Goal/Purpose:** Authorization to enter into a Sublease Agreement between Orange County Conservation Corps and the Coast Community College District (Coastline Community College) for the purpose of leasing space at the Orange County One-Stop Center in Westminster.
- c. **Comments (if any):** None
- d. **Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Orange County Conservation Corps and the Coast Community College District to sublease 105.44 square feet at the Orange County One-Stop Center in Westminster, California. The Agreement outlines the responsibilities of both partners. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.
- e. **Fiscal Review and Impact:** Gross Income of \$2,414.
- 7. **Approve Agreement between the University of South Florida (USF) and the Coast Community College District (CCCD) to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to the University of South Florida (See Attachment #8)**
 - a. **Background:** Coast Community College District, in cooperation with U.S. College Compass, Inc., is committed to global education and has instituted a program for international students—the International Student Dual Admission (ISDA) Program. With comprehensive planning over the past year, the District has formed partnerships with a number of four-year universities throughout the United States that will permit students to complete their first two years of college work at one of the Coast Colleges, and then seamlessly transfer to one of the universities in this program. This agreement has been developed in conjunction

with the University of South Florida allowing for dual admission. The ISDA Program is coordinated through the District office with the International Student Program directors at the three Coast Colleges.

- b. **Goal/Purpose:** This program will draw international students to the Coast Colleges. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.
- c. **Comments (if any):** None.
- d. **Recommendation Statement:** After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Standard Agreement between the University of South Florida and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to the University of South Florida. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.
- e. **Fiscal Review and Impact** 3,796.00 per enrolled student in this program based on 12 units of academic load.

8. **Approve Scope of Work Agreement**

Approve District Scope of Work #2011-43 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services (See Attachment #3)

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Scope of Work #2011-43 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Redesign of Safety CBTS – Fire Prevention and Extinguishing Techniques course. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$17,500 income from Chevron Products Company payable in five payments based upon completion of five project milestones.

9. **Approve District Scope of Work #2011-44 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services (See Attachment #4)**

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Scope of Work #2011-44 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for the design and development of the Pressure Relief Devices workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$25,500 income from Chevron Products Company payable in five payments based upon completion of five project milestones.

10. **Approve Standard Agreement between the International Student Dual Admission (ISDA) Program Out-of-State University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an Out-of-State ISDA University Partner (See Attachment #5)**

- a. Background: Coast Community College District, in cooperation with U.S. College Compass, Inc., is committed to global education and has instituted a program for international students—the International Student Dual Admission (ISDA) Program. With comprehensive planning over the past year, the District has formed partnerships with a number of four-year universities throughout the United States that will permit students to complete their first two years of college work at one of the Coast Colleges, and then seamlessly transfer to one of the universities in this program. This agreement has been developed in conjunction with the out-of-state universities allowing for dual admission. The ISDA Program is coordinated through the District office with the International Student Program directors at the three Coast Colleges. The first group of participating out-of-state universities are:

Institution	City	State
Dillard University	New Orleans	LA
Drake University	Des Moines	IA
Montclair State University	Upper Montclair	NJ
Northern Michigan University	Marquette	MI
University of South Florida	Tampa	FL
University of Texas at El Paso	El Paso	TX

- b. Goal/Purpose: This program will draw international students to the Coast Colleges. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.
- c. Comments (if any): None.
- d. Recommendation Statement: After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Standard Agreement between the International Student Dual Admission Program Out-of-State University Partner and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to an out-of-state ISDA University Partner. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.
- e. Fiscal Review and Impact: The annual income to the district from ISDA students will be \$3,296.00 to \$3,796.00 per enrolled student in this program based on 12 units of academic load.

11. Approve Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium (See Attachment #6)

1. Background:

This project consists of a new, approximately 9,200 gross square feet (gsf), single-story Planetarium, in general conformance with scope defined in the 2009 Feasibility Study.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building and will require demolition of the existing Planetarium Building.

The assumed construction value of the project is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and will need to be adjusted for inflation, construction cost escalation, and increased cost of specialized technological equipment at the time of construction bidding.

2. Goal/Purpose

Preliminary design of a campus master planned building in accordance with Vision 2020.

3. Comments

As fundraising efforts for the construction of this project are ongoing, Orange Coast College will only proceed with the preliminary planning phase at this time. This results in an immediate-term fiscal impact of \$199,680 (plus \$4,500 reimbursable allowance).

4. Recommendation Statement

The District publically advertised a Request for Qualifications (RFQ) for Architectural Design Services on February 14, 2011. As a result, the Orange Coast College Planetarium Architect Selection Committee received sixteen (16) RFQ responses, interviewed six prospective candidates and three subsequent finalists, and ultimately determined that Hill Partnership, Inc. presented the best qualifications to successfully design this technologically unique and complex building.

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership Inc. for architectural services for the Orange Coast College Planetarium pursuant to the Districts' Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

Preliminary Planning Phase

- | | | |
|----|--------------------------|-----------|
| a. | Design Phase | \$ 66,560 |
| b. | Design Development Phase | \$133,120 |

Construction Planning Phase

- | | | |
|----|---|-----------|
| c. | Construction Documents | \$133,120 |
| d. | Submission to Division of State Architect | \$133,120 |
| e. | Division of State Architect Approval | \$ 33,280 |
| f. | Bid Phase | \$ 33,280 |
| g. | Construction Phase | \$133,120 |

Total fee for architectural services: \$665,600.00

- | | | |
|----|-----------------------|-----------|
| h. | Reimbursable Expenses | \$ 15,000 |
|----|-----------------------|-----------|

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement.

Fiscal Impact: \$ 204,180 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
OCC Science Facilities
OCC Planetarium

Convene to Closed Session

12. Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

13. Public Employment

(Pursuant to Government Code 54957 (b) (1))

Public employment materials are available upon request from the Board of Trustees' Office

Faculty Special Assignments

Substitute Faculty

Full-time Faculty

Part-time Faculty

Educational Administrators

Vice President of Student Success

Classified Management

Manager Contract Education Operations
Telecourse Marketing Director
Director Electronic Media and Publishing
Coordinator Contract Education Instructional Services
Program Supervisor OC One Stop Center
Manager Contract Education Program and Services
Director Telecourse Production and Telemedia
Director Instructional Design and Faculty Support
Director e-Learning Research and Development

Classified Staff

Admissions & Records Tech III
Workforce Specialist
Project Coordinator
Workforce Specialist
Educational Media Design Military
WIA Support Clerk
Special Project Supervisor
Military Contract Education Technician Intermediate
Military Contract Education Technician Intermediate
Workforce Specialist
Military Contract Education Technician Intermediate
Foundation Office Assistant
Military Contract Education Program Coordinator
Military Contract Education Technician
Military Contract Education Program Coordinator
ISD Development Coordinator
Workforce Specialist
Military Contract Education Staff Aide

Eligibility Technician
Workforce Specialist
Staff Specialist
Military Programs Testing Specialist
Developmental Disability Program Assistant
Workforce Specialist
Military Contract Education Technician Intermediate
Contract Education Production Editor
Corporate Developer
Military Contract Education Technician Intermediate
Military Contract Education Technician
Accounting Specialist / Special Projects
Administrative Specialist
Workforce Specialist
Military Contract Education Technician Intermediate
Telecourse Marketing Coordinator
Student Financial Aid Technician
Workforce Specialist
Contract Education Video Production Coordinator
Workforce Specialist
Military Contract Education Technician
WIA Support Clerk
Workforce Specialist
Military Contract Education Application Proj. Coord.
Corporate Relations Executive
Military Contract Education Technician Intermediate
Workforce Specialist
Grants Project Assistant
Job Center Clerk
Military Contract Education Technician I
Contract Education Staff Assistant
Workforce Specialist
Student Financial Aid Technician/BFAP
Military Contract Education Technician Intermediate
Military Contract Education Technician Intermediate
Workforce Specialist
Military Contract Education Technician Intermediate
Workforce Specialist
Military Programs Course Assistant I
Workforce Specialist
WIA Support Clerk
Military Contract Education Technician III
Military Contract Education Technician Intermediate
Military Contract Education Technician
Electronic an Pun Project Coordinator
Staff Assistant
Accounting Analyst/OC One Stop Center

Contract Education Application Analyst Assistant
Workforce Specialist
Military Programs Course Assistant I
Workforce Specialist
Military Contract Education Technician Intermediate
ISD Development Programmer
Workforce Specialist
Workforce Specialist
Workforce Specialist
Staff Assistant/AB77
ISD Staff Aide
WIA Support Clerk
Electronic Media Pub Assistant
Special Projects Budget Clerk
WIA Support Clerk
Web/Multimedia Developer Military Programs
Temporary Educational Media Designer Military
Applications Systems Analyst/Programmer
EOPS/CARE Accounting Technician
CalWORKS Program Office Specialist

Reclassification and Reorganization/Reassignment

Acct Tech, SR
Division/Area Office Coordinator
Office Assistant
Acct/Fiscal Specialist
Bookstore Clerk II
Admissions & Records Clerk
Facilities Development Coordinator

Classified Temporary Assignments

Special Assignment
Child Development Specialist
Campus Security Officer, Lead
Information Systems Tech II
Clerk, Sr
Systems/Network Analyst II
Staff Aide
Military Contract Educ Program Coordinator
Staff Assistant
Admin Assistant to the Vice President
Maintenance & Operations Lead
Coordinator of Community Services
Lead Mechanic

Custodian Grounds/Maintenance Supervisor
Application Project Coordinator
Staff Specialist
Campus Security Tech Support Lead

Hourly Staff
Substitute Classified
Clinical Advisor/Summer
Medical Professional Hourly Personnel
Student Workers

14. Conference with Legal Counsel: Existing Litigation

(Pursuant to sub-section "a" of Government Code Section 54956.9)

Jacobson v. Coast Community College District (Arbitration)
Coast Community College Association vs. Coast Community College
District, PERB Case #LA-CE-54-36-E
Damian Rodriguez vs. George Phan et al., Orange County Superior
Court Case No, 30-2011-00445563
FM & Sons, Inc. vs. Coast Community College District, Orange
Superior Court Case No. 30-2011-00451209
AB Calif Acquisition Corp vs. Tadros & Youssef Construction et a
Orange County Superior Court Case No. 30-2011-00450786
Coast Federation of Educators vs. Coast Community College District
(Arbitration)
Carpenters Southwest Administrative Corporation vs. Coast Community
College District et al., Orange County Superior Court Case No. 30-
2011-00479021
Student Grievance, Coastline Community College

15. Conference with Legal Counsel: Anticipated Litigation

(Pursuant to sub-section "b" of Government Code Section 54956.9)

Janet Redding vs. Coastline Community College et al., Orange
County Superior Court Case No. 30-2011-00479488
Babak Sabah vs. Coastline Community College District et al., Orange
County Superior Court Case No. 30-2011-00438357

16. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human
Resources

Employee Organizations:

Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers
Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association(CDMA),
Educational Administrators

17. **Conference with Labor Negotiator**
(Pursuant to Government Code 549576)
Agency Negotiator: Jerry Patterson, Board President
Unrepresented Employee: Acting Chancellor
18. **Reconvene to Open Session**
19. **Report of Action from Closed Session (if any)**
20. **Approval of Employment Agreement with Fabienne McPhail Naples, Vice President of Student Success at Golden West College (See Attachment 7)**
21. **Adjournment**

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees, (714) 438-4848, at least as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.

RESOLUTION # 11-25

Coast Community College District Board of Trustees Resolution #11-25

Revision to Reorganization and Lateral Transfer Plan

WHEREAS, the Board of Trustees approved a Reorganization and Lateral Transfer Plan ("Plan") on December 9, 2009; and

WHEREAS, the Board of Trustees has determined a need to make revisions to the Plan in order to add exempted positions retroactive to April 1, 2011, and also to reaffirm and clarify some of the administrative procedures for the Plan that were approved on February 17, 2010; and

WHEREAS Section 53021(c)(1) of Title 5 of the *California Code of Regulations* allows for filling positions without recruitment in the event of a "reorganization that does not result in a net increase in the number of employees"; and

WHEREAS Section 53021(c)(2) of Title 5 of the *California Code of Regulations* allows for filling positions without recruitment in the event that "one or more lateral transfers are made and there is no net increase in the number of employees."

THEREFORE, BE IT RESOLVED that the Board of Trustees, in furtherance of the Plan, hereby continues the hiring freeze, and internal-only recruitment, for all new openings, except for the chancellor, vice-chancellor, president, vice-president, and full-time faculty positions; and

THEREFORE, BE IT FURTHER RESOLVED that the Board of Trustees reaffirms and clarifies some of the procedures for the Plan, noting that the Plan involves:

- (a) carefully evaluating the necessity of filling every vacant position throughout the District in order to save on personnel costs;
- (b) implementing a lateral transfer process for faculty, staff, and management;
- (c) for positions deemed necessary for replacement by the President's Council or the Chancellor, further examination for lateral reorganization/reassignment by the College/District site where the vacancy resides;

- (d) if a site reorganization/reassignment is not viable, then the District Office of Human Resources will review the District-wide transfer list and initiate lateral transfer interviews as appropriate with the site supervisor and/or personnel screening committee;
- (e) if the transfer process does not yield a viable candidate, the vacant position will be posted on the District's website for ten days for an internal recruitment and selection process, with all full-time permanent District employees eligible to apply; and
- (f) if the internal recruitment effort does not generate a successful candidate, then the Board of Trustees may authorize an external recruitment on a case-by-case basis.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on June 21, 2011 this Resolution was adopted by the Board by a vote of _____.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 21st day of June, 2011.

Christian Teeter, Ed.D.
Secretary of the Board of Trustees

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Agreement") is made by and between COAST COMMUNITY COLLEGE DISTRICT, a California public educational entity ("District"), and Orange County Conservation Corps a Corporation ("Subtenant"). District and Subtenant are referred to herein as "Party" and collectively as "Parties."

RECITALS

A. C.B. Richard Ellis ("Landlord"), as landlord, and District, as tenant, entered into a Lease dated 8/14/2004 ("Prime Lease"), with regard to the premises consisting of approximately 6,325 rentable square feet and commonly known as Avalon Center ("Premises") of the building located at 5405 Garden Grove Blvd., Westminster, California ("Building").

B. District wishes to sublease to Subtenant, and Subtenant wishes to sublease from District, the portion of the Premises as depicted on Exhibit A to this Agreement consisting of approximately 105.44 rentable square feet (the "Sublease Premises"), on the terms and conditions below.

AGREEMENT

District and Subtenant agree:

1. **Sublease.** District hereby sublets to Subtenant, and Subtenant hereby sublets from District, the Sublease Premises.
2. **Sublease Term.** The term of this Agreement begins on July 1, 2011, and ends on June 30, 2012 inclusive ("Sublease Term").
3. **Use.** The Sublease Premises shall be used for Client Services at One-Stop Center purposes, and for no other purpose. Subtenant will, at Subtenant's sole cost and expense, comply with all applicable federal, state and local laws, ordinances, rules and regulations, court orders, governmental directives, and governmental orders (collectively, "Laws") relating to, affecting, or arising out of Subtenant's use and occupancy of the Sublease Premises.
4. **Rent.**
 - (a) **Rent.** During the Sublease Term, Subtenant will pay District as rent for the Sublease Premises ("Rent") the amount of \$ 201.13 per month.
 - (b) **Payment of Rent.** Rent will be payable in advance on the first calendar day of each month during the Sublease Term, except that the first installment of Rent will be paid by Subtenant to District upon execution of this Agreement by Subtenant. All Rent will be paid without notice, demand, set-off, or deduction, in lawful money of the United States of America, at the address of District in Section 13 below or at such other place as District may from time to

time designate in writing. If the Sublease Term begins on other than the first calendar day of a month or ends on other than the last calendar of a month, Rent will be prorated on a per diem basis.

5. Security Deposit. Contemporaneously with the execution of this Agreement, Subtenant will pay to District \$ 0 ("Security Deposit"), which will be held by District to secure Subtenant's performance of its obligations under this Agreement. The Security Deposit is not an advance payment of Rent or a measure or limit of District's damages or other rights under this Agreement or a payment of liquidated damages. District may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation that Subtenant fails to perform hereunder on or before the expiration of the applicable notice and cure period. Following any such application of the Security Deposit, Subtenant will pay to District on demand the amount so applied in order to restore the Security Deposit to its original amount. Provided that Subtenant has performed all of its obligations hereunder, District will, within sixty days after the Sublease Term ends, return to Subtenant the portion of the Security Deposit which was not applied to satisfy Subtenant's obligations. The Security Deposit may be commingled with other funds of District, and no interest will be paid thereon. If District transfers its interest in the Sublease Premises and the transferee assumes District's obligations under this Agreement, then District may assign the Security Deposit to the transferee and District thereafter will have no further liability for the return of the Security Deposit.

6. Acceptance of Sublease Premises. Subtenant has inspected the Sublease Premises and the Building, and accepts the Sublease Premises and the Building in their current "as is" condition without further improvement by District or Landlord. Subtenant acknowledges that neither District nor District's agents have made any representation or warranty as to the condition of the Sublease Premises or the suitability of the Sublease Premises for the conduct of Subtenant's business, and that District will not be obligated to make any alterations or improvements to the Sublease Premises on account of this Agreement.

7. Care of the Sublease Premises; Alterations.

(a) **Subtenant's Care of the Sublease Premises.** Subtenant will maintain the Sublease Premises in good, clean, and safe condition, reasonable wear-and-tear excepted. All damage or injury to the Sublease Premises, the Building, or the fixtures, appurtenances, and equipment therein, caused by Subtenant, its agents, contractors, employees, invitees, or customers, will be repaired, restored, or replaced at Subtenant's expense. Such expenses will be paid by Subtenant within ten days after delivery to Subtenant of a statement detailing such expenses.

(b) **Alterations.** Subtenant will make no alterations, additions, or improvements in or to the Sublease Premises without the prior written consent of District in each instance, and the consent of Landlord as required in the Prime Lease.

8. Services and Repairs.

(a) **Standard Services.** Subtenant hereby acknowledges and agrees that the only services, amenities, and rights to which Subtenant is entitled under this Agreement are those to

which District is entitled under the Prime Lease with respect to the Sublease Premises (subject to all the provisions, restrictions, and conditions imposed in the Prime Lease). District will in no event be liable to Subtenant for Landlord's failure to provide any such services, amenities, or rights, nor will any such failure be construed as a breach hereof by District or an eviction of Subtenant, or entitle Subtenant to an abatement of any of the Rent due under this Agreement, except and only to the extent that District receives an abatement under the Prime Lease with respect thereto.

(b) **Additional Services.** If Subtenant desires after-hours heating, ventilation, air-conditioning, or other non-standard services, Subtenant will request the same directly from District. Subtenant shall be responsible for the costs and expenses of such additional services, and agrees that it will pay such costs to District as additional Rent within ten days following receipt of written demand.

9. **Access to Sublease Premises.** District will have the right to enter the Sublease Premises at any time, including during business hours, to examine and inspect it; provided such entry will not unreasonably interfere with Subtenant's use of the Sublease Premises for the purposes in Section 3 above. District will have the right to require the removal of any object or material which District, in its sole discretion, deems hazardous to the safety or operation of the Sublease Premises, or the Building, or to be in violation of this Agreement. Furthermore, Landlord will have access to the Sublease Premises as provided in the Prime Lease.

10. **Insurance.**

(a) Prior to the Subtenant taking occupancy under this Agreement, the Subtenant agrees to purchase all required insurance set forth herein at Subtenant's expense, and to deposit with District Certificates of Insurance, including all endorsements required herein, necessary to satisfy District that the insurance provisions of this Agreement have been complied with, and to keep such insurance coverage and the certificates therefor on deposit with District during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of Subtenant pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for Subtenant.

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention ("SIR") in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the District's Office of Risk Management. Subtenant shall be responsible for reimbursement of any deductible to the insurer. Any SIRs or deductibles shall be clearly stated on the Certificate of Insurance. If the Subtenant fails to maintain insurance acceptable to the District for the full term of this Agreement, the District may terminate this Agreement.

(c) If Subtenant is a governmental entity, Subtenant may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California that is a California Admitted Carrier. If the

insurer is not licensed to do business in the State of California, the District's Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by Subtenant shall provide "the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage	\$1,000,000 combined single limit per occurrence
Endorsement and contractual liability	\$2,000,000 aggregate

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The District, the County of Orange ("County"), the Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by Subtenant under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the District and the County of Orange are named an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the District and the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Subtenant's insurance is primary and noncontributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the District and the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the preprinted ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

(k) All insurance policies required by this Agreement shall waive all rights of subrogation against the District, members of the District Board of Trustees, the County, members of the County Board of Supervisors, and the elected and appointed officials, officers, agents, and employees of the District and the County, when acting within the scope of their employment or appointment.

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) Subtenant is aware of the provisions of Section 3700 of the *California Labor Code* which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. Subtenant will comply with such provisions and shall furnish the County with satisfactory evidence that Subtenant has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

(n) The procuring of such required policy or policies of insurance shall not be construed to limit Subtenant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

11. Landlord's Repairs. Subtenant hereby acknowledges and agrees that, as more particularly set forth in the Prime Lease, Landlord is required to provide service, maintenance and repair with respect to certain aspects of the Building, and that District will in no event be liable to Subtenant for Landlord's failure to perform any repairs, maintenance, or replacements as set forth in the Prime Lease, nor will any such failure be construed as a breach hereof by District or an eviction of Subtenant or entitle Subtenant to an abatement of any of the Rent due under this Agreement, except and only to the extent that District receives an abatement under the Prime Lease with respect thereto.

12. Prime Lease.

(a) This Agreement is subject and subordinate to the Prime Lease. Subtenant's use and occupancy of the Sublease Premises and the Common Areas (as such term is defined in the Prime Lease) will at all times be consistent with all terms and provisions of the Prime Lease, and Subtenant will indemnify and hold District harmless against any and all claims or liability to Landlord and others resulting from any failure by Subtenant to abide by the restrictions, conditions, and requirements of the Prime Lease relating to the use and occupancy of the Sublease Premises and other areas of the Building. Except as expressly granted to Subtenant under this Agreement, all rights and options granted to District under the Prime Lease are retained by District and are not a part of this Agreement.

(b) **Remedies.** In the event of a default by Subtenant under this Agreement, Subtenant agrees that the remedies of District with respect to Subtenant will be the same as those of Landlord with respect to District, as tenant, under the Prime Lease.

(c) **Termination of Prime Lease.** If the Prime Lease is terminated for any reason, this Agreement, if not sooner terminated hereunder, will automatically terminate on the effective

date of termination of the Prime Lease and District will not be liable to Subtenant or any other person for any loss, damage or expense resulting therefrom unless such termination was due to a default by District under the Prime Lease; provided, however, if the Prime Lease gives District any right to terminate the Prime Lease in the event of the partial or total damage, destruction, or condemnation, or by means of a termination right, then the exercise of such right by District will not constitute a default or breach by District under this Agreement.

(d) **Consent.** Whenever the provisions of the Prime Lease require the written consent of Landlord, those provisions will be construed to require the written consent of both District and Landlord and any failure of Subtenant to obtain District's consent as required under this Agreement will render Landlord's consent null and void.

(e) **Copy of Prime Lease.** SUBTENANT REPRESENTS THAT IT HAS RECEIVED A COPY OF THE PRIME LEASE AND HAS READ AND IS FAMILIAR WITH THE TERMS OF THE PRIME LEASE AND UNDERSTANDS ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE PRIME LEASE AS SET FORTH IN THIS AGREEMENT.

(f) **No Obligations Under Prime Lease.** Subtenant acknowledges and agrees that District has no duty or obligation to Subtenant under the provisions of the Prime Lease incorporated into this Agreement, and no covenants or obligations of Landlord under the Prime Lease will be deemed to be covenants or obligations of District under this Agreement.

13. **Notices and Bills.** Any bill, statement, notice, demand, or other communication which either Party may desire or be required to give must be in writing and must be given by personal delivery (including by commercial courier or delivery service) of a copy thereof to the person specified below at the following address or by sending a copy thereof by certified or registered United States mail, postage prepaid, addressed as follows:

If to Subtenant:

Orange County Conservation Corps of Orange, State of California
1853 N. Raymond Avenue
Anaheim CA 92801
Attention: Maggie Lopez, Director of Programs

If to District:

Coastline Community College One-Stop Centers
5405 Garden Grove Boulevard, Suite 100
Westminster, California 92683
Attention: Director

Any communication given as herein provided will be deemed given when personally delivered (or if delivery is refused, upon attempted delivery) or three business days following deposit in the United States mail. Each Party will have the right to designate a different address or a different person, or both, to which or to whom communication will be sent or delivered, by written notice given as provided herein.

14. No Assignment or Subletting. Subtenant will not assign, convey, mortgage, hypothecate, or encumber this Agreement or any interest herein or sub-sublease all or any part of the Sublease Premises, or suffer or permit the Sublease Premises or any part thereof to be used by others (any and all of which will be referred to as a "Transfer"). Any attempted Transfer in contravention of this Section will be void, will confer no rights upon any third person, and will (at the option of District) constitute a default by Subtenant under this Agreement.

15. Surrender; Holding Over. Upon the expiration or earlier termination of this Agreement, Subtenant will surrender possession of the Sublease Premises to District, in the same condition as the Sublease Premises were in on the day District delivered possession to Subtenant, reasonable wear and tear excepted. If Subtenant holds over after the expiration of the Sublease Term by lapse of time, without District's written consent, Subtenant will be guilty of an unlawful detention of the Sublease Premises and will be liable to District for damages for use of the Sublease Premises during the period of such unlawful detention and will pay rent equal to 200% of the monthly Rent for the final month of the Sublease Term, plus any and all consequential damages suffered by District (including, without limitation, damages payable by District to Landlord by reason of Subtenant's holdover). Without limiting the foregoing, District will be entitled to all other remedies and damages provided under this Agreement or at law or in equity.

16. Termination of Sublease. District, at its sole option, may terminate this Agreement if (a) Subtenant or its agents or employees, or any other person entering the Sublease Premises under the express or implied invitation of Subtenant, causes material physical damage to the Sublease Premises or the Building; (b) Subtenant defaults in any other way under this Agreement; or (c) due to any change of applicable Law or any change in the current interpretation of existing Law, the arrangements contemplated by this Agreement, or Subtenant's use and occupancy of the Sublease Premises in accordance with such arrangements, becomes unlawful or subjects District to a risk of materially adverse financial consequences.

17. Indemnification and Waiver. Subtenant hereby assumes all risk of damage to property or injury to persons in, upon or about the Sublease Premises from any cause whatsoever and agrees that District and the County of Orange, and their respective affiliates, shareholders, directors, officers, and employees ("**Indemnified Parties**") will not be liable for, and are hereby released from any responsibility for, any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by Subtenant or by other persons claiming through Subtenant. Subtenant will indemnify and defend the Indemnified Parties and hold the Indemnified Parties harmless from and against any and all third party claims, losses, costs, actions, damages, liability, obligation, and expense (including, without limitation, court costs, reasonable attorneys' fees, and other costs of litigation) incurred by or asserted against any of the Indemnified Parties arising from (a) any occurrence in, on, or at the Sublease Premises; (b) any act, omission, conduct or negligence in or about the Sublease Premises, or the Building by Subtenant or its affiliates, shareholders, directors, officers, agents, employees, contractors, guests, or invitees; or (c) the failure of Subtenant to perform any act, obligation, or covenant of Subtenant under this Agreement or of District under the Prime Lease that Subtenant is obligated to perform under this Agreement. The obligations set forth in this Section will survive the expiration or sooner termination of this Agreement.

18. Right to Cure Subtenant's Default. If Subtenant defaults under this Agreement, or an event occurs which involves Subtenant or the Sublease Premises which would constitute a default under the Prime Lease if it involved District or the Premises, and Subtenant fails to cure such default or defect within the applicable notice and cure periods, District may exercise, without limitation of any other rights and remedies available to it under this Lease or at law or in equity, any and all rights and remedies of Landlord set forth in the Prime Lease as if District were "Landlord" and Subtenant were "Tenant" under the Prime Lease. In the event Subtenant fails or refuses to make any payment or perform any covenant or agreement to be performed under this Agreement by Subtenant, District may (but will not be obligated to) make such payment or undertake to perform such covenant or agreement. In such event, amounts so paid and amounts expended in undertaking such performance, together with all costs, expenses, and attorneys' fees incurred by District, will be payable by Subtenant to District upon ten days prior written demand.

19. Non-Disturbance; Quiet Enjoyment. District agrees not to amend or modify the Prime Lease in any way that increases Subtenant's obligations or adversely affects Subtenant's rights hereunder. Subtenant will be entitled to quiet enjoyment of the Sublease Premises during the Sublease Term, and District will not will interfere with that right so as long as Subtenant pays Rent in a timely manner and performs all other obligations of Subtenant under this Agreement.

20. Limitation of Liability. Subtenant acknowledges and agrees that District and its officers, agents, and employees ("**District Parties**") will have no personal liability under this Agreement. Subtenant and any person or entity claiming by, through or under Subtenant will look only to District's estate and property in the Prime Lease for the satisfaction of any claims or damages, and no other property or assets of District or any District Parties will be subject to lien, levy, execution, or other enforcement action or procedure.

21. Survival; Joint and Several Liability. The covenants, conditions, and agreements contained in this Agreement will bind and inure to the benefit of District and Subtenant and their respective successors and permitted assigns. If there is more than one entity or person which or who are subtenants under this Agreement, the obligations imposed upon Subtenant under this Agreement will be joint and several.

22. Consents and Approvals. In any instance when District's consent or approval is required under this Agreement, and the consent or approval of Landlord is also required under the Prime Lease, District's refusal to consent to or approve any matter or thing will be deemed reasonable if, among other things, the consent or approval of Landlord was not obtained for any reason.

23. Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa.

24. Counterparts; Facsimile Signatures. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by the Parties hereto and each such executed

counterpart will be, and will be deemed to be, an original instrument. Facsimile signatures will be accepted as originals.

25. Entire and Binding Agreement. This Agreement contains all of the agreements between District and Subtenant relating to the Sublease Premises and Subtenant's use and occupancy thereof, and may not be modified in any manner other than by agreement, in writing, by District and Subtenant.

26. Attorneys' Fees. In the event of any litigation or arbitration between District and Subtenant relating to this Agreement or the Sublease Premises (including pretrial, trial, appellate, administrative, bankruptcy, or insolvency proceedings), the prevailing Party will be awarded, as part of the judgment or settlement, all reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation, except as may be limited by applicable law.

27. Exhibits. All exhibits to this Agreement are incorporated into, and made a part of, this Agreement as if fully set forth herein. The Recitals to this Agreement are a part of this Agreement.

28. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.

District and Subtenant have caused this Agreement to be duly executed by their respective duly authorized officers or representatives.

DISTRICT:

Coast Community College District,
a California public educational entity

By: _____

Jerry Patterson
(Print Name)

Board President
(Print Title)

Dated: _____

SUBTENANT:

Orange County Conservation Corps,
a Corporation

By: Katharyn Bandoni

Katharyn Bandoni
(Print Name)

Executive Director
(Print Title)

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

11/03/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chapman License #0522024 P. O. Box 5455 Pasadena, CA 91117-0455 Mike Smith	626-405-8031 626-405-0585	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ORANG-9	FAX (A/C, No):
INSURED Orange County Conservation Cor Tai Tony Huynh 1853 N. Raymond Ave. Anaheim, CA 92801	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Great American Insurance Co	16691
		INSURER B: Carolina Casualty Ins Co	10510
		INSURER C: Nonprofits' Insurance Alliance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	PAC5154680	07/20/10	07/20/11	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMP/OP AGG \$ 3,000,000	
						Emp Benef \$ 1,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS					\$	
	<input type="checkbox"/> NON-OWNED AUTOS					\$	
	<input type="checkbox"/> UMBRELLA LIAB					EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	NPUWCG0012010	01/01/10	01/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property coverage		PAC5154680	07/20/10	07/20/11		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coast Community College District and the Coast Community College District Board of Trustees are named additional insured with respect to the operations of the named insured per the attached CG 2011 endorsement. Workers Compensation coverage excluded, evidence only. 10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

COAST10

Coast Community College Dist.
and the Coast Community College
District Board of Trustees
5405 Garden Grove Blvd., #100
Westminster, CA 92683

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD

INSURED'S NAME Orange County Conservation Cor

ORANG-9

OP ID: PC

PAGE 2

DATE 11/03/10

Co. B. Directors & Officers Liability/EPL Policy #3862508 12/28/09 to
12/28/10 \$2,000,000
limit of liability (claims made form)



AMENDED 11/03/2010

Administrative Offices
580 Walnut Street
Cincinnati, OH 45202
513.369.5000 ph

0694804

GREAT AMERICAN ALLIANCE INS CO

IL 70 02

10/07

Policy No. PAC 515-46-80 - 05
Effective Date of Change 11/03/2010

BUSINESSPRO POLICY CHANGES

NAMED INSURED ORANGE COUNTY CONSERVATION
CORPS
AND ADDRESS: 1853 N. RAYMOND AVE
ANAHEIM, CA 92801

**THIS ENDORSEMENT
CHANGES THE POLICY.**

**PLEASE READ IT
CAREFULLY.**

AGENT'S NAME AND ADDRESS:
CHAPMAN & ASSOCIATES, INC.

PO BOX 5455
PASADENA, CA 91117 0455

Insurance is afforded by the Company named below, a Capital Stock Corporation:
GREAT AMERICAN ALLIANCE INSURANCE COMPANY

POLICY PERIOD: From 07/20/2010 To 07/20/2011
12:01 A.M. Standard Time at the address of the Named Insured

NO CHANGE IN PREMIUM

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE POLICY IS AMENDED AS FOLLOWS:

ADDING FORM CG2011-MANAGERS OR LESSORS OF PREMISES TO THE POLICY
AS RESPECTS TO:

COAST COMMUNITY COLLEGE DISTRICT AND
THE COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
5406 GARDEN GROVE BLVD., #100
WESTMINSTER, CA 92683

ENDORSEMENT # 4

ANY AMENDED FORMS ATTACHED TO THIS CHANGE DISPLAY PREMIUMS FOR A FULL
POLICY TERM.

Forms and Endorsement Activity

CG2011	01/96	ADDL INS-MGR OR LESSOR OF PREMISE	ADDED
--------	-------	-----------------------------------	-------

Countersigned _____
Date

By _____
Authorized Signature

IL 70 02 10/07

(Page 1 of 1)

TOADMMK



AMENDED 11/03/2010

0694804

GREAT AMERICAN ALLIANCE INS CO

Administrative Offices
580 Walnut Street
Cincinnati, OH 45202
513.369.5000 ph

CG 20 11 (Ed.01/96)

Policy: PAC 515-46-80 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED--MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You);

2. Name of Persons or Organization (Additional Insured):

COAST COMMUNITY COLLEGE DISTRICT AND
THE COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
5406 GARDEN GROVE BLVD., #100
WESTMINSTER, CA 92683

Additional Premium: INCLUDED

If no entry appears above, the information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an Insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

CG 20 11

01/96

(Page 1 of 1)



**DISTRICT STANDARD SCOPE OF WORK # 2010-43
FOR THE CHEVRON MASTER SERVICES AGREEMENT
CCCD BOARD APPROVED 2/3/10**

**SCOPE OF WORK:
REDESIGN OF SAFETY CBTS –
FIRE PREVENTION AND EXTINGUISHING TECHNIQUES**

**Presented to:
Chevron Products Company (CHEVRON)
El Segundo, CA**

**By: Coastline Community College –
Coast Community College District (DISTRICT),
Costa Mesa, CA**

Purpose: Finish the storyboard design, development, implementation, and evaluation of the Fire Prevention and Extinguishing Techniques CBT that was started to serve as the prototype for the redesigned Safety & Environmental compliance computer-based training (CBT) courses. Acquire any graphical or visual assets and professional audio narration necessary for this course. Note: Some assets may be leveraged for subsequent CBT development.

Audience: El Segundo field personnel (category A, B, C).

Goals:

- Design activity-based, interactive (CBT) courses that fulfill learning objectives imposed by federal safety/environmental regulations as well as Chevron-specific educational goals.
- Write storyboards for online training refresher courses that present subject matter in creative, engaging ways that develop and enhance learners' critical thinking and problem solving skills.
- Develop the CBT as SCORM 1.2-compliant Flash, which incorporates activities and assessments in which learners demonstrate solid understanding of the subject matter (category C) and the ability to apply the knowledge to the execution of their operational duties (category AB).
- Implement method to pass a maximum 100 total fields of data via XML from the completed CBT into the Chevron Learning Management System (CLMS).

Strategy: Evaluate existing material and learning objectives on the subject matter, conduct independent research, interview Chevron SMEs to acquire/verify course content. Design the remainder of the storyboard (started for the prototype) and incorporate any changes identified during the prototype review. Write the narrative script and online activities that present subject matter in a creative, interactive way. Leverage any existing graphical

audio/visual assets, acquire third-party resources or develop in-house, if necessary. Consult with developer to verify feasibility of approach and validate design. Work with Chevron training SMEs to develop assessment activities/questions.

Budget: \$17,500

Schedule: Start upon project approval; target, June 30, 2010; Latest expected, Dec. 31, 2010; CCCD paperwork through June 30, 2011

PROJECT DESCRIPTION

1. **Analysis:** Coastline Community College's Coast Learning Systems (CLS) will meet with Chevron staff to confirm the learning objectives and outline for the projects. We will also help inventory the existing learning assets to determine what could be leveraged and gather other data as required.
2. **Design:** CLS will write/complete the outline, storyboard, and narrative script for the course content. CLS will work with Chevron Staff to locate any existing content, pictures, graphics, etc. ("assets") that can be leveraged. Any additional assets that are required will be created or purchased after consultation and approval by Chevron staff.
3. **Development:** CLS will develop SCORM 1.2-compliant Flash CBT based on approved storyboards, complete with learning content, interactive activities, narration, graphical and A/V assets, and assessments.
4. **Implementation:** CLS will program, test, and deploy the complete CBT, offering a method to pass data into the Chevron Learning Management System (CLMS).
5. **Evaluation:** CLS will meet with Chevron Management to validate that the CBTs function and operate per design and requirements.

CHEVRON PRODUCTS COMPANY

By: _____
Title: _____
Printed Name: _____
Date: _____

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Title: President, Board of Trustees
Printed Name: _____
Date: _____

**DISTRICT STANDARD SCOPE OF WORK # 2010-44
FOR THE CHEVRON MASTER SERVICES AGREEMENT
CCCC BOARD APPROVED 2/3/10**

SCOPE OF WORK: PRESSURE RELIEF DEVICES (PRD)

Presented to:

**Chevron Products Company (CHEVRON)
El Segundo, CA**

**By: Coastline Community College –
Coast Community College District (DISTRICT),
Costa Mesa, CA**

- Purpose:** To design, develop and assist in the delivery and evaluation of a 1-day workshop for Pressure Relief Devices. Develop limited activities for pilot delivery; evaluate and incorporate additional activities for second workshop delivery.
- Audience:**
- Primary: Engineers
 - Secondary: Equipment inspectors, Operations, and Maintenance
- Goals:** To address the training gap related to a system change and the impact to the existing PRD, and in the evaluation of the system and the proper selection of a new PRD.
- Strategy:** Meet with engineering SMEs to develop course goals, learning objectives and content. Develop an engaging interactive workshop for SME delivery of workshop.
- Budget:** \$25,500
- Schedule:** Now through December 31, 2011

PROJECT DESCRIPTION

1. **Analysis:** Coastline Community College's Coast Learning Systems (CLS) will meet with Chevron staff and conduct a brief needs assessment to confirm business goals, core competencies, and desired learning outcomes for this phase of the project. We will also help inventory existing learning assets that could be used for this project and gather other data as required.
2. **Design:** Working with Chevron employees and other subject matter experts, CLS will provide instructional design consulting services toward the creation of training course. CLS will develop

learning objectives and content outlines for each course. We will also design an assessment for learner evaluation.

3. **Development:** CLS will work with Chevron SMEs to develop a facilitator's guide and any supporting media.
4. **Implementation:** CLS will provide a facilitator's guide and supporting media to the Chevron SME for workshop delivery. CLS will conduct dry run practice sessions and attend pilot class.
5. **Evaluation:** Supervisor training participants will complete a written evaluation and/or plus-delta evaluation. If possible, OE metrics will be tracked to identify if policy compliance improves.

CHEVRON PRODUCTS COMPANY

By: _____
Title: _____
Printed Name: _____
Date: _____

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Title: President, Board of Trustees
Printed Name: _____
Date: _____

STANDARD INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM

TRANSFER AGREEMENT

BETWEEN

COAST COMMUNITY COLLEGE DISTRICT

AND

OUT-OF-STATE UNIVERSITY PARTNER

1. **Parties.** This Standard International Student Dual Admission Program Transfer Agreement ("Agreement") is made between Coast Community College District ("Coast"), on the one hand, and _____ ("University") with respect to Coast's International Student Dual Admission Program ("Program"). Coast and University are referred to herein as "Party" and collectively as the "Parties."
2. **Recitals.** This Agreement is based on the following factual Recitals:
 - A. The Parties recognize the vital importance of a successful transfer program for qualified Coast international students who are eligible to transfer to University.
 - B. Coast operates three community colleges -- Orange Coast College, Golden West College, and Coastline Community College -- each of which is a duly accredited educational institution by the Accrediting Commission of Community and Junior Colleges, within the umbrella of the Western Association of Schools and Colleges.
 - C. Coast shall ensure that all of the students in the Program are required to satisfy all applicable transfer requirements for admission into University.
 - D. Coast desires to affiliate with University in order that the students in the Program will be guaranteed successful transfer to University.
 - E. The Parties desire to enter into this Agreement in order to memorialize their respective rights, duties, and obligations with respect to guaranteed transfer to University for eligible Coast students in the Program.
3. **Obligations, Duties, and Rights of Coast**
 - A. Coast shall recruit and admit qualified international students into the Program.
 - B. Coast shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation.
 - C. Coast shall confirm the participating students' required F-1 visa status and shall maintain required immigration-related documents. Upon students' compliance with applicable federal and state law, a Coast college shall issue the required I-20 form to each student.
 - D. Coast shall verify the students' financial status pursuant to law.

- E. Coast shall provide the students with the first two years of college-level transfer course work, including general education requirements, and shall award the students the Associate Degree upon the students' successful completion of such course work.
- F. Coast shall assist students with identifying and meeting University's transfer requirements and standards for admission.
- G. Coast shall notify University when a student has expressed an interest in University.

4. **Obligations, Duties, and Rights of University**

- A. University will admit students based on the academic catalog year of their admittance into the Program.
- B. University agrees to conditional admission of the students at the time they are admitted into the Program. Students will be eligible for full admission into University when they have complied with each of the following:
 - (i) Completion of all Coast general education requirements.
 - (ii) Eligibility to receive an Associate Degree from Coast.
 - (iii) Any additional general education requirements or prerequisites for the intended major which are available at a Coast college, as established by University.
 - (iv) Maintenance of a minimum grade point average in college-transferable courses at Coast, as established by the University at the time of the student's admission into the Program.
 - (v) Compliance with all University admission requirements, procedures, and deadlines.
- C. University shall provide Coast with a list of all academic majors.
- D. University shall provide Coast, on an annual basis, a list of academic majors which are exempted from student transfers under this Agreement.
- E. University shall accept students who have completed all college-level lower division courses in an academic major with grades established by University into that academic major.
- F. University shall update Coast with any information that will affect student transfer.

5. **Nondiscrimination.** The Parties agree not to unlawfully discriminate in the selection, placement, or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, sexual preference, and/or medical condition.

6. **Indemnification by Coast.** Coast agrees to indemnify, defend, and hold harmless University and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement which may arise because of the negligence or misconduct of Coast, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of Coast, for any costs and expenses incurred by University on account of any claims thereof, except where such indemnification is prohibited by law.
7. **Indemnification by University.** University agrees to indemnify and hold harmless Coast and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of University, including any acts, errors, or omissions of any officers, employees, instructors, or agents of University, for any costs or expenses incurred by Coast on account of any claims thereof, except where such indemnification is prohibited by law.
8. **Governing Law/Venue.** Any legal actions arising under this Agreement commenced by Coast shall be filed in a court of competent jurisdiction in Orange County, California. Any legal actions arising under this Agreement commenced by University shall be filed in a court of competent jurisdiction in _____ County, _____.
9. **Assignment.** Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either party in its sole and absolute discretion.
10. **Effective Date/Termination.** This Agreement shall become effective on _____, and shall remain in effect until _____. Either Party may terminate this Agreement without cause by providing at least ninety days prior written notice to the other Party of its intention to terminate.
11. **Notices.** Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, by facsimile, or by U.S. certified mail. Notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of transmission. Notices sent by certified mail shall be effective 48 hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph.

To University:

To Coast:

Chancellor

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Fax: (714) 438-4882

- 12. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

UNIVERSITY

COAST

By: _____

By: _____

President, Board of Trustees

Coast Community College District

Date: _____

Date: _____

**International Student
Dual Admission Program
Out-of-State University Partners**

Institution	City	State
Dillard University	New Orleans	LA
Drake University	Des Moines	IA
Montclair State University	Upper Montclair	NJ
Northern Michigan University	Marquette	MI
University of South Florida	Tampa	FL
University of Texas at El Paso	El Paso	TX



CCCD Contract No.: _____

STANDARD ARCHITECTURAL SERVICES AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

and

HILL PARTNERSHIP INC.

For the Orange Coast College Planetarium Project

On the Property Located at

2701 Fairview Rd., Costa Mesa, CA 92626

Attachment 6

TABLE OF CONTENTS

	Page
ARTICLE 1. GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE.....	2
1.1 Basic and Supplemental Services.	2
1.2 Standard of Care.	2
1.3 Key Personnel	2
1.4 Budgets and Time Schedules.	2
1.5 Completion Deadlines.....	2, 3
1.6 Confidentiality.	3, 4
1.7 Conflicts of Interest; Litigation.....	4
1.8 Knowledge of and Compliance with Applicable Laws.	4
1.9 Compliance with Requests of Government Agencies.	4
1.10 Ownership of Architect's Work Product.	4, 5
1.10.1 Right to Use	5
1.10.2 License	5
1.10.3 Right to License	6
ARTICLE 2. SCOPE OF ARCHITECT'S SERVICES	6
2.1 Basic Services Applicable to All Stages and Phases of the Project.....	6
2.1.1 General Architectural and Engineering Services.	6
2.1.2 Coordination With and Oversight by Program Manager	6
2.1.3 Assistance with Government Approvals.....	6
2.1.4 Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes.....	6, 7
2.1.5 Attendance and Presentations at Public Meetings.	7
2.1.6 Existing Utilities	7
2.1.7 Revision of Documents to Correct Inconsistencies.	7
2.1.8 Changes Required by Government Agencies	7
2.1.9 Assistance with Legal Proceedings.....	7
2.1.10 Architect's Employees, Engineers, Subcontractors and Consultants..	8
2.1.11 Graphics and Signage.	8
2.1.12 General Project Administration	8
2.1.13 Submittal Requirements.....	8

TABLE OF CONTENTS (continued)

	Page
2.1.14 Specification Format.....	8
2.2 Notice to Proceed.....	8
2.3 Project Schedule.....	9
2.4 Budget.....	9
2.4.1 Definition of Project Construction Cost.	9
2.4.2 Obligation of Architect to Design Within Budget	10
2.4.3 Modification of Budget Based on Delay in Preparation of Contract Documents.	10
2.4.4 Modification of Budget Upon Receipt of Bids.	10, 11
2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less.	11
2.4.6 District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent	11
2.4.7 Phased Construction.....	11
2.5 Schematic Design Phase.	11
2.5.1 Schematic Design Documents.	11, 12
2.5.2 Budgetary and Scope Constraints.	12
2.5.3 Investigation of Existing Conditions and Preparation of Initial As-Built Drawings.....	12
2.6 Design Development Phase	12
2.6.1 Design Development Documents.	13
2.6.2 Budgetary and Scope Constraints.	13
2.6.3 Selection of Manufactured Items.	13
2.6.4 Consideration of Costs and Funding Sources.	13, 14
2.6.5 District's Election Regarding Alternate Design Documents.	14
2.7 Construction Documents Phase (Final Plan Phase).....	14
2.7.1 Definition of Contract Documents,.....	14, 15
2.7.2 Preparation of Construction Documents.....	15
2.7.3 Asbestos-Containing Materials.....	16
2.7.4 Submission of Construction Documents to DSA for Approval.....	16
2.7.5 Deposit with Reprographics Company.	16

TABLE OF CONTENTS (continued)

	Page
2.7.6 No Warranty by Architect Regarding Project Construction Cost.....	16
2.7.7 Modification of Construction Documents.	16, 17
2.8 Bidding Phase.	17
2.9 Construction Phase.....	17
2.9.1 Provide Copies of Contract Documents.....	17
2.9.2 General Administration.....	17, 18
2.9.3 Access to Site.	18
2.9.4 Interpretation of Construction Requirements.....	18
2.9.5 Extent and Limitation of Architect's Authority.....	18
2.9.6 Assistance to District's Project Inspector.	19
2.9.7 Review of General Contractor's Drawings, Data, and Samples.....	19
2.9.8 Rejection of Construction Work.	19
2.9.9 No Guaranty by Architect.....	19
2.9.10 Evaluation of the Work.....	19
2.9.11 Certification as to Progress and Quality of Work.....	19, 20
2.9.12 Permits.	20
2.9.13 Change Orders.	20
2.9.14 Certification of Absence of Asbestos-Containing Building Materials.	20
2.9.15 Final Completion.	21
2.9.16 Evaluation of General Contractor.	21
2.10 Architect's Post-Construction Obligations.	21
2.10.1 Preparation of Record Drawings.....	21
2.10.2 Notice of Construction Defects.....	21
2.10.3 Contractor Performance.....	21
2.10.4 Assistance Regarding Close-Out and Final Regulatory Certification.	21
2.11 Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors.	21, 22
ARTICLE 3. ADDITIONAL ARCHITECT'S SERVICES.....	22
3.1 Supplemental Services.....	22
3.1.1 Revisions Required by New Laws.....	22

TABLE OF CONTENTS
(continued)

	Page
3.1.2 Damage to Work.....	22
3.1.3 Default of General Contractor.....	22
3.1.4 Phased Construction.....	22
3.1.5 Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager	23
3.1.6 Models, Renderings and Electronic Modeling.....	23
3.1.7 Information Regarding Site and Improvements.....	23
3.1.8 Information Regarding Materials, Equipment, and Labor.....	23
3.1.9 Analysis of Ownership and Operating Cost.....	23
3.1.10 Inspection of Materials	23
3.1.11 Authorized Additional Services	23
3.1.12 Excluded Design Services.....	23
3.1.13 Other Services	23
ARTICLE 4. DISTRICT'S RESPONSIBILITIES	24
4.1 District Shall Inform Architect of Project Requirements.	24
4.2 District's Representative.....	24
4.3 Notice of Faulty Construction.....	24
ARTICLE 5. COMPENSATION TO THE ARCHITECT.....	25
5.1 Compensation for Basic Services.	25
5.2 Allocation of Compensation Among Project Phases	25
5.3 Compensation for Supplemental Services	25
5.4 Payment in Monthly Installments.	25, 26
5.5 Reductions in Scope of Project.....	26
5.6 Extension of Time During Which Architect's Services Must Be Performed.....	26
5.7 Reimbursement of Architect's Expenses.....	26
ARTICLE 6. AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT	26, 27
ARTICLE 7. TERMINATION.....	27
7.1 Termination by District Without Cause.....	27

TABLE OF CONTENTS
(continued)

	Page
7.2 Termination by Either Party For Cause.	27
7.3 Termination for Lack of Funding.	27
7.4 Suspension of Project by District.....	27
7.5 Abandonment of Project by District.	27
7.6 District's Failure to Pay Architect.	27
7.7 Compensation to Architect Upon Termination.....	28
ARTICLE 8. NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES	28
ARTICLE 9. ACCOUNTING RECORDS OF THE ARCHITECT	28
ARTICLE 10. EMPLOYEES AND CONSULTANTS.....	28
10.1 Engineers and Engineering Services.....	28
10.2 Approval by District.	28
10.3 Engineer's Certification of Construction Documents.....	29
10.4 License and Experience Requirements.	29
10.5 District's Disapproval of Individual Employees or Consultants.	29
10.6 Construction Administrator/Field Representative.	29
ARTICLE 11. INDEMNIFICATION AND DEFENSE	29
11.1 Indemnification.	29
11.2 Defense.	29
11.3 Survival of Obligations.	30
ARTICLE 12. INSURANCE.....	30
12.1 Workers' Compensation.	30
12.2 General and Automobile Liability Insurance.....	30
12.3 Professional Liability Insurance.	30
12.4 Policy Requirements.	30, 31
12.5 Subcontractor's Insurance.....	31
12.6 Additional Insurance Obligations.	31
ARTICLE 13. INDEPENDENT CONTRACTOR.....	31, 32
ARTICLE 14. CROSS-DEFAULT	32
ARTICLE 15. ARCHITECT'S RECORDS	32
15.1 Maintenance of Project Books and Records	32

TABLE OF CONTENTS
(continued)

	Page
15.2 District's Audit Rights	32
15.3 Reimbursement of Overpayments; Cost of Audit.....	33
ARTICLE 16. RESOLUTION OF DISPUTES	33
16.1 Step One: Submission of Disputes for Resolution.....	33
16.2 Step Two: Direct Negotiations.....	33, 34
16.3 Step Three: Non-Binding Mediation	34
16.3.1 Qualifications of Mediator.....	34
16.3.2 Submission to Mediation and Selection of Mediator.....	34
16.3.3 Mediation Process	34
16.4 Step Four: Binding Arbitration	34
16.4.1 Initiation of Arbitration.....	34
16.4.2 Qualifications of the Arbitrator.....	34, 35
16.4.3 Hearing Days and Location	35
16.4.4 Hearing Delays.....	35
16.4.5 Recorded Hearings.....	35
16.4.6 Discovery	35
16.4.7 Authority of Arbitrator.....	35
16.4.8 Waiver of Jury Trial.....	35
16.4.9 Consolidation and Joinder.....	35
ARTICLE 17. MISCELLANEOUS	35
17.1 No Third-Party Rights.....	35
17.2 Successors and Assigns; Prohibition Against Architect's Assignment.	36
17.3 Entire Agreement; Modification.	36
17.4 Notices.	36
17.5 Time.	37
17.6 Incorporation of Recitals.....	37
17.7 Attorneys' Fees.	37
17.8 Construction.....	37
17.9 Governing Law.	37
17.10 Consent to Jurisdiction and Service of Process.	37

TABLE OF CONTENTS
(continued)

	Page
17.11 Counterparts.....	37
17.12 Captions.	38
17.13 Severability.	38
17.14 Further Assurances.....	38
17.15 No Waiver.	38
17.16 Rights and Remedies.....	38
17.17 Joint and Several Liability.	38
17.18 Confidentiality.	38
Signature Page	39

Exhibit "A": Description of Project

Exhibit "B": Key Personnel

Exhibit "C": Schedule of Project Deadlines

Exhibit "D": Submittal Requirements

Exhibit "E": Authorized Additional Services

Exhibit "F": Excluded Design Services

Exhibit "G": Schedule of Compensation

Exhibit "H": Hourly Rates Schedule

Exhibit "I": Fee Payment Schedule

Exhibit "J": Reimbursable Expenses

Exhibit "K": Schedule of Insurance

Exhibit "L": Description of Bond Program

Exhibit "M": Architect's Statement of Qualifications and Proposal

COAST COMMUNITY COLLEGE DISTRICT STANDARD ARCHITECTURAL SERVICES AGREEMENT

This Standard Architectural Services Agreement (this "**Agreement**") is made and entered into by and between Coast Community College District, a community college district organized and operating pursuant to Education Code Sections 70900 *et seq.* (the "**District**"), and Hill Partnership Inc, a Corporation (the "**Architect**"). The District and the Architect are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement is made with reference to the following facts:

RECITALS

A. Each person performing professional architectural services hereunder on behalf of the Architect shall be fully licensed by the California Architects Board (the "**CAB**") to provide architectural services in conformity with the laws of the State of California. Each person performing professional engineering or surveying services hereunder on behalf of the Architect shall be fully licensed by the California Board for Professional Engineers and Land Surveyors (the "**CBPELS**") to provide engineering or surveying services in conformity with the laws of the State of California.

B. The District now owns, or is in the process of acquiring, certain real property located at 2701 Fairview Rd., in Costa Mesa, California (the "**Site**") at which the District currently, or in the future intends to, conduct college classes and/or related administrative functions.

C. The District intends to cause a district or college facility to be designed and constructed upon the Site and/or cause certain modifications, alterations, additions and improvements to be made to one or more of the buildings and/or other facilities located on the Site. The design, construction, and/or improvement of said district or college facility is referred to herein as the "**Project**". Exhibit "A" to this Agreement contains a more detailed description of the Project.

D. The District wishes to engage the Architect to perform certain architectural and related services in connection with the Project, and the Architect wishes to provide such services to the District, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE

1.1 **Basic and Supplemental Services.** The Architect hereby agrees to perform for the District, subject to all of the terms and provisions of this Agreement, (a) the services identified in Article 2 of this Agreement (the "**Basic Services**") and (b) if authorized by the District in writing pursuant to Article 3 of this Agreement, those services identified in said Article 3 (the "**Supplemental Services**"). The Basic Services and the Supplemental Services are sometimes collectively referred to herein as the "**Architect's Services**". In performing the Architect's Services, the Architect shall comply with all of the terms and conditions of this Agreement, including without limitation the general conditions set forth in this Article 1 and any representations and warranties of the Architect set forth in this Agreement.

1.2 **Standard of Care.** The Architect's Services shall be performed in a manner consistent with professional skill and care and the orderly progress of the design and construction of the Project. The Architect represents that in performing the Architect's Services, the Architect (together with all individuals employed by or under the supervision of the Architect) will adhere to the standards of care and professionalism established or required by the CAB for architects licensed to practice in California. In addition, the Architect's Proposal for Architectural Services and Firm Qualifications dated March 31, 2011, are included as Exhibit "M" and are incorporated into the Agreement to further establish the Architect's level of standard of care.

1.3 **Key Personnel.** Each and every one of the persons identified on Exhibit "B" to this Agreement ("**Key Personnel**") shall personally oversee the Architect's performance of its obligations under this Agreement. Each of the Key Personnel shall make himself or herself available to resolve any disputes or potential disputes that may arise during the Architect's performance of the Architect's Services. If, during the term of this Agreement, any of the Key Personnel should cease to be employed by the Architect or otherwise fail to personally oversee the performance of the Architect's Services, the Architect shall submit a replacement for such person, who may be approved or disapproved by the District in the District's sole discretion. The Architect's failure to submit a replacement acceptable to the District shall be cause for termination of this Agreement by the District pursuant to Section 7.2 below.

1.4 **Budgets and Time Schedules.** The Architect shall use its best efforts to adhere to all budgets and time schedules prepared by the Architect and/or the District in connection with the Project, and shall not exceed same except for reasonable cause. The Architect shall notify the District in writing immediately if and when the Architect determines that a reasonable possibility exists that any such budgets or time schedules will (or may) be exceeded. Such written notice shall specify the reasons why such budgets or time schedules will (or may) be exceeded.

1.5 **Completion Deadlines.** The Project consists of the following stages and phases, which are defined and described in Article 2 of this Agreement:

- Preparation of Project Schedule
- Schematic Design Phase

- Design Development Phase
- Submittal of Preliminary Drawings (Design Development completion level) to the State
- Chancellor's Office (for courtesy review)
- Construction Documents Phase
- Submittal of Contract Documents to DSA (defined below)
- Approval of Contract Documents by DSA

- Submittal of DSA approved Contract Documents to State Chancellor's Office (for courtesy review)
- Bidding Phase
- Construction Phase
- Post-construction/Close out Phase

The Architect shall cause those stages and phases of the Project to be completed on or before the deadlines identified in the Schedule of Project Deadlines set forth at Exhibit "C". If at any time the Architect determines there is a reasonable likelihood the Architect will be unable to meet one or more of those deadlines, the Architect shall notify the District in writing. Such written notice shall specify the reasons why the Architect will (or may) be unable to meet the deadline(s) in question, and shall indicate the date(s) on which the Architect anticipates that the subject stage(s) or phase(s) will be completed. Except as noted below in this Section 1.5, the Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on conformance with the deadline nor a waiver of any remedies available to the District for the Architect's failure to comply with the deadline. However, if any such deadline is missed for reasons not caused by the Architect and not under the Architect's control, then the District will agree to a reasonable extension of that deadline. With respect to approval of the Construction Documents (as defined in Section 2.7.1 below) by California's Department of General Services, Division of the State Architect ("DSA"), if the DSA fails to approve the Construction Documents by the approval deadline set forth above, then the District will agree to a reasonable extension of that approval deadline if all of the following conditions are met: (a) the Architect submitted the Construction Documents (plus all related forms, applications and other submission materials required by the DSA) to the DSA on or before the submittal deadline set forth above; (b) the DSA's failure to approve the Construction Documents by the approval deadline is not based on the DSA's determination that those Construction Documents (or other such forms, applications, or submission materials) are inadequate or incomplete; and (c) the DSA's failure to approve the Construction Documents by the approval deadline is not otherwise caused by the negligent acts, errors, or omissions of the Architect.

1.6 Confidentiality. The Architect shall maintain the confidentiality of any and all information provided to the Architect by the District, unless otherwise required by law. Unless the Architect is notified to the contrary by the District in writing, the Architect should presume that all such information (including without limitation information pertaining to budgetary matters and/or hazardous materials) is confidential. The Architect shall not release any such

information (except to the persons identified in the following sentence) without the District's prior written consent. The Architect shall require its employees, subcontractors, consultants, and other third parties to whom the Architect is permitted or required to disclose such information in the performance of the Architect's duties under this Agreement to similarly maintain the confidentiality of such information. Notwithstanding the foregoing, nothing set forth in this Section 1.6 shall cause the Parties to treat as confidential any information which is identified by Section 17.18 as not being confidential. Moreover, nothing in this Section 1.6 shall prohibit the release of information to the extent and in the manner that such information is authorized to be released pursuant to Section 17.8 below.

1.7 Conflicts of Interest; Litigation. The Architect shall not, without the District's prior written consent, engage in any activity or accept any employment, interest or compensation that would reasonably appear to compromise the Architect's professional judgment with respect to the Project. Further, the Architect represents and warrants that it has no unresolved litigation pending against it for claims based on services provided by the Architect.

1.8 Knowledge of and Compliance with Applicable Laws. The Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall at all times during the term of this Agreement have sufficient knowledge of all laws, statutes, ordinances, regulations, and other legal requirements (including, without limitation, any rules and guidelines promulgated thereunder) applicable to the design and/or construction of the Project and/or otherwise applicable to any of the Architect's Services (collectively, "**Applicable Laws**") necessary to enable the Architect to perform the Architect's Services (including without limitation preparation of any documents required to be prepared hereunder by or with the assistance of the Architect) in conformance with Applicable Laws. In the performance of the Architect's Services, the Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall comply with all Applicable Laws.

1.9 Compliance with Requests of Government Agencies. Unless otherwise directed by the District, the Architect shall respond to and comply with requests relative to the Project made by any and all federal, state, regional or local governmental entities having jurisdiction over the Project (collectively, "**Governmental Agencies**"), including without limitation: the California Department of Finance ("**DOF**"); the DSA; the California Department of General Services, California's State Allocation Board ("**SAB**"); the California State Public Works Board ("**SPWB**"); and the building department, planning department, zoning department, health department, public works department, or any similar department, agency, or subdivision of any city or county having jurisdiction over the Project.

1.10 Ownership of Architect's Work Product. All plans, specifications, drawings, and estimates relative to the Project prepared by the Architect and/or its employees, subcontractors and consultants (collectively, the "**Project Documents**") shall be and remain the property of the District. Without limiting the generality of the foregoing, the Project Documents include the Project Schedule, the Budget, the Schematic Design Documents, the Design Development Documents and the Construction Documents, all as defined in Article 2 below. Also without

limiting the generality of the foregoing, the Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2007 files (or similar computer-aided drafting or design formats), or other types of computerized data. Finally, and again without limiting the generality of the foregoing, the District specifically maintains ownership of the design of the Project and the design of any buildings or other improvements which are a part thereof, despite the fact that such design may have been created or prepared by the Architect or its employees, subcontractors, and consultants, and such design may not be re-used by the Architect or its employees, subcontractors, or consultants without the specific prior written consent of the District. Notwithstanding the foregoing, the official copyright in all Project Documents shall remain with the Architect; however, the Project Documents themselves shall be the property of the District as set forth in this Section 1.10, and the District may use the Project Documents in the manner and for the purposes specified in Sections 1.10.1, 1.10.2, and 1.10.3 below.

1.10.1 Right to Use. The Architect grants to the District the right to use and reuse all or any part of the Project Documents at the District's sole discretion and with no additional compensation to the Architect, for the purposes of (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction, or expansion of the Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of the Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project without employing the services of the Architect, it shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project. The Architect shall not be responsible or liable for any revisions to the Project Documents made by any person or entity other than (i) the Architect, (ii) a person or entity acting on behalf of the Architect and/or for whose acts Architect is responsible or liable, or (iii) any person or entity approved in writing by Architect to revise the Project Documents.

1.10.2 License. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's subcontractors and consultants to agree in writing that the District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

1.10.3 **Right to License.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in the Project Documents that the Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Article 11 of this Agreement for any breach of this Section.

ARTICLE 2: SCOPE OF ARCHITECT'S SERVICES

2.1 **Basic Services Applicable to All Stages and Phases of the Project.**

2.1.1 **General Architectural and Engineering Services.** The Architect shall perform any and all architectural design, structural engineering, civil engineering, mechanical engineering, electrical engineering, landscape architecture, and construction administration services, and any other professional architectural services requested by the District (other than the Supplemental Services), which in the opinion of the Architect and/or the District are necessary for the completion of the Project.

2.1.2 **Coordination With and Oversight by Program Manager.** The District may, at its option, utilize the services of a construction program manager (the "**Program Manager**") in connection with the Project. The Program Manager's duties may include any or all of the following, at the District's discretion: acting as an advisor to the District and to the Architect in the areas of construction technology, constructability, scheduling, markets, and/or costs; assisting the District and the Architect with identifying early purchase or long lead-time items; assisting the District and the Architect with the preparation of Contract Documents (as defined in Section 2.7.1 below); assisting the District and the Architect in obtaining bids and awarding either one (1) Construction Contract (defined in Section 2.7.1 below) to the General Contractor (defined in Section 2.7.1 below), or awarding multiple Construction Contracts to multiple contractors for various aspects of the Project (the "**Prime Contractors**"); and coordinating negotiations relative to the construction of the Project. If the District elects to utilize the services of a Program Manager, then the Architect shall cooperate with the Program Manager in connection with the performance of the Architect's duties hereunder.

2.1.3 **Assistance with Government Approvals.** The Architect shall assist the District in obtaining required approvals from Governmental Agencies necessary for the design, construction, and commencement of operation of the Project, including without limitation approvals relative to the provision of electrical, gas, water, sanitary or storm sewer, telephone, and other utilities to the Site.

2.1.4 **Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes.** The Architect shall attend regular Project coordination meetings (at such times and places as established by the District in its discretion) between the Architect, its consultants, the District's representatives, the District's consultants, the Program Manager and the General Contractor (as defined in Section 2.7.1 below) throughout the design and construction of the Project. The Architect shall respond promptly with respect to matters assigned to the Architect for action or resolution. The Architect shall make a written record of all such meetings, and of

any other meetings, conferences, discussions, and decisions made between or among the District, the Architect, the Program Manager and the General Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work (defined below). The Architect shall provide a copy of such record to the District. As used herein, the term "**Work**" means the construction and services required by the Contract Documents (as defined in Section 2.7.1 below), whether incomplete, partially completed or fully completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) to fulfill the General Contractor's (or Prime Contractors') obligations. Notwithstanding the foregoing, upon written notice to the Architect from the District or the Project Manager, the written records of any or all such meetings, conferences, discussions and decisions (as specified in the notice) shall be prepared by the Project Manager rather than by the Architect.

2.1.5 **Attendance and Presentations at Public Meetings.** To the extent requested by the District, the Architect shall prepare for and make formal presentations to the District's Board of Trustees, and shall attend public hearings and other public meetings related to the Project.

2.1.6 **Existing Utilities.** The Architect shall be responsible for determining the capacity of any existing utilities serving the Site, and for any design or documentation required to make points of connection to existing utility services or relocation of existing utilities at the Site required for the Project.

2.1.7 **Revisions of Documents to Correct Inconsistencies.** If the District at any time discovers that any of the Project Documents do not conform to written instructions previously given to the Architect by the District, the District shall promptly notify the Architect of the discrepancy, and the Architect shall promptly revise the Project Documents to conform to those written instructions.

2.1.8 **Changes Required by Government Agencies.** If any Government Agency (or any other third party having the legal right to do so) requires that any of the Project Documents be modified or that additional Project Documents be prepared, the Architect shall so modify and prepare the Project Documents upon the District's request. If the requirement arises prior to the completion of the Design Development Documents, such modification or preparation shall be Basic Services. If the requirement arises after the completion of the Design Development Documents, such modification or preparation shall be Supplemental Services.

2.1.9 **Assistance with Legal Proceedings.** To the extent requested by the District, the Architect shall attend legal hearings and proceedings, and cooperate with the District's attorneys in preparation for such hearings and proceedings, relating to third-party claims against the District which either (a) allege errors or omissions on the part of the Architect, or (b) in the opinion of the District may have arisen from errors or omissions on the part of the Architect.

2.1.10 **Architect's Employees, Engineers, Subcontractors, and Consultants.** As part of the Basic Services, the Architect shall comply with the provisions of Article 10 hereof with respect to any and all of the Architect's employees and any engineers, subcontractors, and consultants employed or retained by the Architect.

2.1.11 **Graphics and Signage.** The Architect shall provide design and other services required for or in connection with interior and exterior graphics and signage following the standards provided by the District.

2.1.12 **General Project Administration.** The Architect shall manage the Architect's Services and administer the Project as described in Article 2. The Architect shall consult with the District, research applicable design criteria, attend meetings relative to the Project, and communicate with other individuals and entities involved in the Project. The Architect shall issue written progress reports to the District on either a biweekly or monthly basis as directed by the District. The Architect shall coordinate the services provided by the Architect and the Architect's employees, subcontractors, and consultants with those services provided by the District and the District's employees and consultants. To the extent the District elects to use the services of a Program Manager on the Project, the Architect shall perform some or all of its services under this Section 2.1.12 in conjunction with the Program Manager, as directed by the District. The Architect will be required to utilize the document control software, Expedition, implemented by the District for management and tracking of all correspondence and submittals.

2.1.13 **Submittal Requirements.** The Architect shall submit to the District or the Program Manager the documents identified in Exhibit "D" at the times and in the quantities identified in that Exhibit "D".

2.1.14 **Specification Format.** The District will provide a set of standard specifications reflecting format, terminology, products, materials, and construction methods and procedures that are generally acceptable on District projects. These standard specifications are intended to serve as a guide. The Architect shall review the standard specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of the Architect, modifications in either format, terminology, products, materials, or construction methods and procedures are required, Architect shall identify the modifications in the specifications for District attention, review, and approval. The standard specifications are not intended to limit the Architect's discretion to propose other products, materials, or construction methods and procedures. Neither the provisions of the standard specifications established by the District nor Architect's use of the standard specifications as a guide to prepare specifications shall derogate from the Architect's responsibility to prepare the Construction Documents.

2.2 **Notice to Proceed.** The Architect shall not commence the performance of any of the Architect's Services until the District has delivered to the Architect a letter signed by the District expressly directing the Architect to commence the performance of the Architect's Services (the "Notice to Proceed").

2.3 **Project Schedule.** Not later than 14 days after the District's delivery of the Notice to Proceed, the Architect shall prepare and submit to the District a schedule (the "**Project Schedule**") that identifies milestone dates for the commencement and completion of the various stages of design and construction of the Project, including all stages and phases identified in Exhibit "C" hereto, together with any other important dates or deadlines (including without limitation dates by which the District must provide the Architect with information relative to one or more such stages in order to allow the Project to continue on schedule) which the Architect deems material to the Architect's successful administration of the Project. Any such revisions to the Project Schedule shall also include allowances for time required by the District and by Governmental Agencies to review documents and information submitted to them in connection with the design and construction of the Project. Nothing in the Project Schedule shall conflict with or extend the completion deadlines set forth in Exhibit "C" hereto. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when revising the Project Schedule. The Architect shall adhere to the Project Schedule in administering the Project. If at any time the Architect determines there is a reasonable probability the Project will not progress as quickly as required by the Project Schedule, the Architect shall notify the District in writing. Such written notice shall identify the anticipated delay, specify the reasons therefor, and indicate the effect of that delay on the subsequent items of the Project Schedule. The Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on adherence to the Project Schedule nor a waiver of any remedies available to the District for any failure to adhere to the Project Schedule.

2.4 **Budget.**

2.4.1 **Definition of Project Construction Cost.** As used in this Agreement, the term "**Project Construction Cost**" shall mean the total cost incurred by the District for construction materials, construction services and any other Work in connection with the Project. Design contingency and construction escalation are to be calculated into the Project Construction Cost. A separate construction contingency is to be added to all estimates, which is not to be included in the Project Construction Cost amount. The cost of construction management and construction supervision services incurred by the District shall be excluded from the definition of Project Construction Cost. Project Construction Cost shall not include: (a) amounts payable to the Architect under this Agreement; (b) compensation payable to the Architect's subcontractors or consultants; (c) the District's cost of acquiring the Site; (d) amounts payable by the District to the Architect pursuant to Section 2.7.1 below for the Architect's preparation of Initial As-Built Drawings (as defined in Section 2.5.4 below); (e) financing costs, if any, payable by the District in connection with the Site and/or the Project; (f) the cost of construction management and construction supervision services incurred by the District; (g) permit fees and other charges imposed by Governmental Agencies for plan review, building permits, or other governmental services or approvals relative to the Project; (h) costs of surveys; and (i) costs of obtaining any environmental assessments and any other hazardous materials testing and/or remediation costs.

2.4.2 Obligation of Architect to Design Within Budget. Subject to the provisions of Section 2.4.5, it is the obligation of the Architect to design the Project in a manner that will enable the Project to be completed for an amount that does not exceed the Budget. No adjustments shall be made to the Budget, except for (i) adjustments caused by fluctuations in general levels of prices in the construction industry as reflected by the Engineering News-Record Index; (ii) adjustments caused by changes requested in writing by District to the Conceptual Design/Architectural Program; or (iii) other adjustments to the Budget that the District determines, in its sole discretion, are appropriate or necessary. To increase the likelihood that the Project Construction Cost will neither substantially exceed nor substantially fall short of the Budget, the Architect shall include in its design of the Project optional features, elements, components, treatments, and other items that may be added to or deleted from the Project for the purpose of adjusting the Project Construction Cost (collectively, the “**Optional Features**”). The number and types of Optional Features shall be mutually agreed upon by the Architect and the District; provided, however, that each of the Optional Features shall contemplate only the addition or deletion of “non-essential” features, elements, components, treatments or other items. As used in the preceding sentence, “non-essential” means such features, elements, components, treatments, or other items that are not deemed by the District to be necessary to the Project. Without limiting the generality of the foregoing, the Optional Features shall with rare exception be limited to decorative/aesthetic elements or alternate construction materials. An Optional Feature shall be identified as an additive or deductive alternate in the Construction Documents (defined in Section 2.7.1 below), or by means of a simple narrative, or in some other manner mutually agreed upon by the Architect and the District. To the extent possible, each Optional Feature shall be described and/or depicted so as to enable the Optional Features to be added or deleted without the need for the plans and specifications to be re-designed or re-drawn. The estimated cost of incorporating the Optional Features into (or removing them from) the Project shall total approximately five percent of the Budget.

2.4.3 Modification of Budget Based on Delay in Preparation of Contract Documents. If the Contract Documents (defined in Section 2.7.1 below) are not completed and delivered to the District and bidding thereon has not commenced within three and one-half months after the DSA approves the Construction Documents, then the Architect shall, upon the District’s request, revise the Budget to reflect changes in the general level of prices in the construction industry between the date of the District’s initial approval of the Budget and the date on which the District intends to seek bids for the Work. If the Architect’s failure to complete or deliver the Contract Documents within the time specified above was caused by the District’s delay, or if the District’s delay prevented the bidding from commencing within the time specified above, or if the revisions to the Budget are needed due to the District’s delay, then the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Supplemental Services for which the Architect shall be compensated pursuant to Article 3 below. In all other cases, the Architect’s revision of the Budget pursuant to this Section 2.4.3 shall be Basic Services.

2.4.4 Modification of Budget Upon Receipt of Bids. The Budget shall be the acceptable estimate of Project Construction Cost to the District as submitted by the Architect until such time as bids have been received pursuant to Section 2.8 below, whereupon the Budget shall

be revised to reflect the bid results and any contingencies as determined by the District and the Program Manager. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then each portion of the Budget corresponding to the Work to be performed by each Prime Contractor shall be revised pursuant to this Section 2.4.4 upon the District's acceptance of each such Prime Contractor's bid. Nothing in this paragraph shall restrict the District's rights as set forth in Section 2.4.5 below.

2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less. If the lowest bid received by the District is less than the Budget, or exceeds the Budget by an amount equal to or less than five percent (5%) of the Budget, then the District may direct the Architect to exclude or include one or more Optional Features. The determination of which Optional Features to exclude or include pursuant to this Section 2.4.5 shall be made by the District in its sole discretion.

2.4.6 District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent. If the lowest bid received exceeds the Budget by more than five percent, the District may (a) give written approval to increase any item of the Budget to equal the lowest bid received, (b) authorize rebidding of all or any portion of the Project within a reasonable time; (c) abandon the Project and terminate this Agreement in accordance with Article 7 below; or (d) require the Architect to modify the Construction Documents (at no additional cost to the District) in order to reduce the estimated Project Construction Cost to a level that falls within the Budget. If the District requires the Architect to revise the approved Construction Documents pursuant to clause (d) above, revisions proposed by the Architect shall be consistent with the design and architectural criteria previously established and/or approved by the District for the Project, and shall not materially compromise (as determined by the District in its reasonable judgment) those criteria or the aesthetic, structural or functional elements of the Project.

2.4.7 Phased Construction. If the District requests that the Project be bid or constructed in phases, the Architect shall prepare appropriate bid documents at no additional expense to the District. Notwithstanding the foregoing, if the bidding of said phases is separated by six months or more, then the preparation of such bid documents shall be considered Supplemental Services, to the extent any such delay causes the cost to prepare such bid documents to increase.

2.5 Schematic Design Phase. The obligations of the Architect set forth in this Section 2.5 shall be referred to as the "**Schematic Design Phase**". The services to be performed by the Architect pursuant to this Section 2.5 shall be referred to as the "**Schematic Design Services**".

2.5.1 Schematic Design Documents. Promptly following the District's issuance of the Notice to Proceed, the Architect shall prepare, for approval by the District, documents establishing three conceptual designs of the Project illustrating the scale and relationship of Project components ("**Schematic Design Documents**"). The Architect shall submit Schematic Design Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the

Program Manager when preparing the Schematic Design Documents. Without limiting the generality of the foregoing, the Schematic Design Documents shall include: a general description of the Project; a conceptual site plan; preliminary building plans, sections and elevations; perspective sketches; outline specifications; code analysis; area (assignable and gross square footages) tabulation; and any other drawings or documents requested by the District. Preliminary selections of major building systems and construction materials shall be noted on the drawing or described in writing as part of the Schematic Design Documents. The design of the Project as shown on the Schematic Design Documents, and the construction requirements specified therein or made necessary by such design, shall comply with all Applicable Laws. Once schematic design is approved by the program manager, the architect will prepare a 3D animation "fly around" presentation of the structure and present same to the Administration and Board members as needed. A maximum of three presentations is included in this Agreement.

2.5.2 Budgetary and Scope Constraints. The Architect shall perform the Schematic Design Services in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The District understands and acknowledges, however, that the Architect makes no warranties or guaranties of the Project Construction Cost. The Architect shall prepare a schematic design cost estimate at the completion of the Schematic Design Phase. The Architect's estimate at the completion of the schematic design phase shall include in the total Project Construction Cost a 15% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.5.3 Investigation of Existing Conditions and Preparation of Initial As-Built Drawings. Prior to and during the course of the Architect's performance of the Schematic Design Services, the Architect shall investigate existing conditions or facilities at the Site as necessary to effectively prepare the Schematic Design Documents. If the Architect needs to review "as-built" drawings of the buildings, facilities and other improvements existing on the Site as of the date of this Agreement (the "**Initial As-Built Drawings**") in order to prepare the Schematic Design Documents, and if such Initial As-Built Drawings are incomplete or do not exist, then the Architect shall deliver a written proposal to the District identifying the need for the Architect to prepare the Initial As-Built Drawings, the scope of work proposed to be undertaken by the Architect in connection with that preparation, and the number of hours which the Architect expects will be required of it to prepare the Initial As-Built Drawings. Upon and to the extent of the District's written approval of the Architect's proposal, the Architect shall prepare any such Initial As-Built Drawings. The Architect shall be compensated pursuant to Section 5.1 below for preparation of the Initial As-Built Drawings. Nothing in this Agreement shall warrant the accuracy of any existing Initial As-Built Drawings provided by the District.

2.6 Design Development Phase. The obligations of the Architect set forth in this Section 2.6 shall be referred to as the "**Design Development Phase**".

2.6.1 Design Development Documents. Upon the District's delivery of the Notice to Proceed, the Architect shall prepare design development documents ("**Design Development Documents**") for written approval by the District. The Architect shall submit Design Development Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Design Development Documents. The Design Development Documents shall illustrate and define the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of site plans, floor plans, elevations, cross sections, and other documents necessary to depict the design of the Project. The Design Development Documents shall also include: typical construction details; equipment layouts; landscape conceptual plans; architectural information to fix and illustrate the size, character, and quality of all Project components as they relate to the District's program requirements; updated code analysis; updated area tabulations; and such other essentials as may be deemed appropriate by the Architect and/or the District. The Design Development Documents shall also include specifications that identify major materials and systems (including civil, structural, mechanical, and electrical systems) and establish in general their quality levels. The Architect shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Material samples shall be mounted and displayed on presentation boards and be presented for review and approval by the District.

2.6.2 Budgetary and Scope Constraints. The Architect shall prepare the Design Development Documents in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The Architect shall prepare a detailed construction cost estimate at the completion of the Design Development Phase. The Architect's detailed estimate at the completion of the design development phase shall include within the total Project Construction Cost a 10% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction. The Architect shall prepare a complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of the FPP may be found on the State Chancellor's Office website at www.cccco.edu.

2.6.3 Selection of Manufactured Items. The Architect shall cooperate and consult with the District in use and selection of manufactured items which are to be incorporated into the Project and/or shown in the Design Development Documents, including without limitation paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the 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.

2.6.4 Consideration of Costs and Funding Sources. The Architect shall consider operating and maintenance costs when selecting systems for the District and when preparing the Design Development Documents. The Architect shall prepare the Design Development

Documents so as to allow the District to utilize grants and outside funding sources which the District has identified and as to which the District has given reasonable advance notice to the Architect. To the extent that the Architect is aware of any grants or funding sources whose availability may depend upon specific features of the Project's design, the Architect agrees to notify the District of those grants or funding sources when preparing the Design Development Documents. In preparing the Design Development Documents, and in any subsequent efforts by the Architect relative to the design of the Project, the Architect shall work with the District to consider and utilize funding from grants and alternative funding sources.

2.6.5 District's Election Regarding Alternate Design Documents. Up through the District's approval of the Schematic Design, the District may request that the Architect (a) prepare alternate Schematic Design Documents based on different construction concepts proposed or adopted by the District, (b) prepare the Schematic Design Documents such that they will permit the Contract Documents (as defined in Section 2.7.1 below) to allow for portions of the Work to be performed under separate construction contracts, or (c) prepare the Schematic Design Documents such that they will permit the Contract Documents to allow for the deferral of the construction of certain buildings, facilities, or other portions of the Project. If the District makes such a request during the Schematic Design Phase (or, if the request arises due to the fault of the Architect or is needed to prevent the Project from exceeding the Budget), then such services shall be included as part of the Basic Services. In all other cases, such services shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7 Construction Documents Phase. The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "**Construction Documents Phase**".

2.7.1 Definition of Contract Documents. As used herein, the term "**Contract Documents**" shall include the following: (a) an agreement ("**Construction Contract**") between the District and the licensed general contractor to whom the District will award the right to act as the District's general contractor for the Project (the "**General Contractor**") specifying the General Contractor's rights and obligations with respect to the construction of the Project and including, among other things, general and supplementary conditions of the Construction Contract ("**General Conditions**"); (b) plans, specifications, drawings, addenda, and other documents (the "**Construction Documents**") which (i) set forth in detail the requirements for the construction of the Project, (ii) describe the quality, configuration, size and relationships of all components to be incorporated into the Project, and (iii) are consistent with the Design Development Documents, the Budget, and the Project Schedule; (c) information, documents and forms relative to the bidding of the construction work for the Project and the procurement of materials for the Project, including without limitation (i) descriptions of the time, place and conditions of bidding, (ii) proposal forms, (iii) bidding forms, and (iv) a requirement that the General Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by or at the direction of the General Contractor (the "**Bidding Documents**"); and (d) a comprehensive project manual for the Project containing all design and construction requirements (including without limitation details as to the quality levels of materials and systems required for the Project) with which the General

Contractor, subcontractors and material suppliers must comply in connection with the Project (the "Project Manual"). Without limiting the generality of the foregoing: (1) the Contract Documents shall set forth in detail the requirements for the Work in conformity with all Applicable Laws and requirements of the DSA; (2) the Contract Documents shall show all the construction work to be done, the materials, workmanship, finishes, and equipment required for the Project; (3) the Construction Documents (together with any other portions of the Contract Documents that the District may specify subsequent to the execution of this Agreement) shall be prepared in the formats required by Section 2.7.4 below; and (4) the Contract Documents shall contain any information necessary to inform the General Contractor and all subcontractors of the requirements of any Owner Controlled Insurance Program ("OCIP") applicable to the Project, and of the fact that the General Contractor and subcontractors are not to include insurance cost in their bids to the extent that insurance is to be provided under the OCIP. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then all references herein to the Construction Contract shall be deemed to refer to each agreement entered into between the District and any Prime Contractor. If the District elects to use multiple Prime Contractors, it shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

2.7.2 Preparation of Construction Documents. Promptly following the District's approval of the Design Development documents and receipt of a written Notice to Proceed with Construction Documents Phase, the Architect shall prepare the Construction Documents, as well as those portions of the Project Manual which are to be prepared by the Architect hereunder, based on the Design Development Documents approved by the District. The Architect shall deliver such items to the District for its review and approval when such items are 50% complete, 95% complete and 100% complete. The Architect shall submit Construction Documents as listed in Exhibit "D". The Architect shall also assist the District and its attorneys in the preparation of the Construction Contract (including the General Conditions) and the Bidding Documents. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing (or assisting in the preparation of) the Contract Documents. The Architect shall modify the Construction Documents to include any revisions required by the District as a condition to its approval of the Construction Documents. A final 100% updated materials board is to be submitted with the 95% Construction Documents submittal. The Architect shall also prepare and deliver to the Program Manager a detailed estimate of the Project Construction Cost at 50% completion, 95% completion and 100% completion (DSA approval) of those portions of the Construction Documents that the Architect is responsible for preparing. The Architect's detailed estimate at the 50% and 95% Construction Documents phase submittals shall include within the total Project Construction Cost a 5% and 3% design contingency, respectively, plus escalation. At the 100% submittal (DSA approval), the Architect shall submit an updated detailed estimate with the design contingency reduced to 0%. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

2.7.3 Asbestos-Containing Materials. The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

2.7.4 Submission of Construction Documents to DSA for Approval. Upon the District's approval of all of the Construction Documents, the Architect shall, by not later than the deadline specified in Exhibit "C", submit the Construction Documents to the DSA for approval. The Architect shall submit a sufficient number of copies of the Construction Documents to the DSA so that the DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the Construction Documents, the Architect shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Exhibit "D". Any portions thereof consisting of drawings shall be provided to the District in AutoCAD R-2007 (or more recent version) format and the remainder shall be provided in Microsoft Word format. Upon receipt of DSA approval the Architect shall prepare an updated complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of FPP may be found on State Chancellor's Office website at www.cccco.edu.

2.7.5 Deposit with Reprographics Company. Upon the District's approval of the Contract Documents, the Architect shall deposit with the reprographics company specified by the District the number of Contract Documents as listed in Exhibit "D" to be used in connection with the bidding of the construction work on the Project and for the printing of additional sets of Contract Documents during the Project.

2.7.6 No Warranty by Architect Regarding Project Construction Cost. The District acknowledges that the Architect's initial estimate of the Project Construction Cost, the Architect's review of the District's budgetary goals and constraints, the Architect's preparation of the Budget, and any subsequent re-evaluation and revised estimates of the Project Construction Costs all represent the Architect's judgment as a design professional familiar with the construction industry. The District and the Architect also acknowledge that neither the Architect nor the District has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the District recognizes that the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Budget or from any estimate of the Project Construction Cost prepared or agreed to by the Architect. Notwithstanding the foregoing, nothing in this Section 2.7.6 shall alleviate or release the Architect from its responsibility to design the Project within the Budget.

2.7.7 Modification of Construction Documents. Notwithstanding the provisions of Section 2.7.6 above, the Architect shall periodically re-evaluate and revise its estimate of the Project Construction Cost and advise the District of the revised estimate. The Architect shall also notify the District of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in the scope of the Project or in the requirements of construction of the Project. At the completion of the Schematic Design Phase, and at the

completion of the Design Development Phase, and at 50%, 95% and 100% completion of the Construction Document Phase, the District may direct the Architect, without additional charge to the District, to redesign the Project and revise the Construction Documents in order to allow the Project to be completed within the requirements of the Budget. As used in this paragraph, "redesign" does not mean phasing or removal of parts of the Project unless agreed in writing by the District; instead, "redesign" means redesign of the entire Project, including all of its component parts. At the District's discretion, the District may instruct the Architect that the Architect's redesign of the Project and revision of the Construction Documents shall include any or all of the following: contingencies for design, bidding and price escalation; modifications concerning the materials, equipment, component systems, and types of construction; adjustments to the scope of the Project; and alternate bids as may be necessary to adjust the estimated Project Construction Cost so that it does not exceed the Budget.

2.8 Bidding Phase. The "Bidding Phase" will commence upon the District's approval of the Construction Documents (and of any revisions to the Budget and/or the estimated Project Construction Cost). During the Bidding Phase, the Architect shall assist the District in obtaining bids and awarding the Construction Contract for the construction of the Project, and, at the District's request, the Architect shall print and distribute necessary bidding information. The Bidding Phase shall end upon the District's award of the Construction Contract to the General Contractor (or to the last of the Prime Contractors where the District elects to use multiple Prime Contractors instead of a single General Contractor, in which case the Bidding Phase and the Construction Phase identified in Section 2.9 below may overlap). Before issuing to the General Contractor or any subcontractor any addenda or other change or supplement to the Contract Documents, the Architect shall first obtain the written approval to such addenda, change or supplement from any Governmental Agencies having jurisdiction over the Project, to the extent any such approval is required by Applicable Laws. A representative of the Architect (including any of the Key Personnel designated by the District or the Program Manager) shall attend all scheduled pre-bid conferences and Site visits. The Architect shall assist the District and the Program Manager in the review and evaluation of bids.

2.9 Construction Phase. The "Construction Phase" will commence with the award of the Construction Contract to the General Contractor (or to the first of the multiple Prime Contractors, where the District elects to use multiple Prime Contractors with a Construction Manager instead of a single General Contractor) and will continue until the issuance of the Architect's certificate of completion and final certificate for payment relative to the Project. During the Construction Phase, the Architect shall do all of the following:

2.9.1 Provide Copies of Contract Documents. Immediately upon the commencement of the Construction Phase, the Architect shall provide Contract Documents labeled "For Construction" as specified in Exhibit "D" for use by the District and its consultants.

2.9.2 General Administration. The Architect shall provide general administration of the Contract Documents and of the Work, which general administration shall include without limitation all of the following: (a) making periodic visits to the Site as often as the Architect

deems necessary (but not less than once every week) to render architectural observation, which is distinguished from the continuous personal inspection to be made by the Project Inspector (defined in Section 2.9.6 below); (b) making regular reports as may be required by Government Agencies; (c) keeping the District informed of the progress of construction; (d) reviewing schedules and shop drawings for compliance with design; (e) review and accept of the substitution of materials and equipment, laboratory reports, all following notice to, consultation with, and (if required by the District) approval of the District; (f) maintaining construction logs; (g) preparing Construction Directives, Clarifications, Change Orders, etc. (as defined in Section 2.9.13 below) for written approval of the District; (h) examining the General Contractor's applications for payment, and issuance of certificates for payment in amounts approved by the Architect, Program Manager, and the District; (i) revising and updating the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated in the Construction Documents Phase, as necessary to reflect the actual manufacturers' products that have been submitted by the General Contractor and approved for use on the Project; (j) determining, with the Program Manager, the date of completion of the Project; (k) preparing a final punch-list and performing a final punch-list inspection of the Project; (l) receiving from the General Contractor and delivering to the District written guarantees, instruction books, diagrams, and charts required to be provided to or executed by the General Contractor under the Construction Contract; (m) issuing the Architect's certificate of completion and final certificate for payment; and (n) attending and participating in weekly construction progress meetings as scheduled by the District or the Program Manager. The Architect shall respond to the General Contractor's requests for information (RFI) within seven calendar days after issuance by the General Contractor. The Architect shall review and return shop drawings and other submittals within ten calendar days after issuance by the General Contractor. The Architect shall issue bulletins requesting cost proposals from the General Contractor within five days after identifying the requirement for additional Work.

2.9.3 **Access to Site.** The Architect shall have access to the Site at all times during the term of this Agreement for the purpose of performing its obligations under Section 2.9.2 and under any other provision of this Agreement.

2.9.4 **Interpretation of Construction Requirements.** The Architect shall be the interpreter of the requirements of the Contract Documents, and shall advise the District as to the performance by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) thereunder.

2.9.5 **Extent and Limitation of Architect's Authority.** The Architect shall be the District's architectural representative during the performance of the Work and shall advise and consult with the District as to that performance. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise specified by the District in writing. The Architect shall not issue orders to the General Contractor (or Prime Contractors) that might commit the District to extra expenses, and the Architect shall not otherwise amend the Contract Documents, without first obtaining the written approval of the District.

2.9.6 **Assistance to District's Project Inspector.** The Architect shall provide technical direction to a full time or part-time project inspector employed or retained by and responsible to the District as required by applicable law (the "**Project Inspector**"). The Architect shall also provide assistance to any and all other Program Managers and/or consultants retained by the District.

2.9.7 **Review of General Contractor's Drawings, Data, and Samples.** The Architect shall review and approve or take other appropriate action upon the General Contractor's (or Prime Contractors') submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Contract Documents. The Architect's action shall not delay the Work. The Architect's action shall be in accordance with Section 2.9.2.

2.9.8 **Rejection of Construction Work.** The Architect shall advise the District to reject Work which does not conform to the Contract Documents. However, the final decision to stop or reject work will be exclusively the District's. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary to stop the Work to avoid the improper performance of any work. The Architect has authority to require additional inspection or testing of any Work in accordance with the provisions of the Contract Documents, regardless of whether that Work is fabricated, installed, or completed.

2.9.9 **No Guaranty by Architect.** The Architect will endeavor to secure compliance by the General Contractor with the requirements of the Contract Documents, but does not guarantee the performance of the Construction Contract or any subcontracts related to the Project.

2.9.10 **Evaluation of the Work.** The Architect, as an architectural representative of the District, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the District and the Architect in Section 2.9, (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against, and to discover and report to the District, defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.9.11 **Certification as to Progress and Quality of Work.** The Architect shall review and certify the amounts due the General Contractor (or any Prime Contractors) after review and approval by the IOR. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the Site, that the Work has progressed to the level certified, that quality of the Work materially complies with the

requirements of the Contract Documents and that the General Contractor (or any Prime Contractors) is entitled to payment in the amount certified.

2.9.12 **Permits.** The Architect shall assist the District in preparing and filing all documents required for obtaining approvals of any and all Governmental Agencies in connection with the design and construction of the Project, except that applying for and obtaining construction permits shall be the responsibility of the General Contractor (or any Prime Contractors). The Architect shall be responsible for gathering information and processing forms required by applicable Government Agencies in a timely manner. The District shall pay all fees required by such Governmental Agencies. The Architect shall, whenever feasible, establish beforehand the exact costs due to Governmental Agencies and submit this cost information to the District so payments may be prepared. All such fees and costs shall be paid by the District directly (although such payment may be delivered by the Architect) by means of checks written from the District's bank accounts.

2.9.13 **Change Orders.** The Architect shall provide services in connection with evaluating substitutions proposed by the General Contractor (or any Prime Contractors) and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom. The Architect shall prepare Change Orders (defined below) with supporting documentation and data for the District's review in accordance with the Contract Documents, and may authorize minor changes in the Work relative to the Project not involving an adjustment in the amounts owing to the General Contractor (or any Prime Contractors) thereunder or an extension of time for completion of the Work. The Architect shall evaluate and make written recommendations regarding the General Contractor's (or Prime Contractors') proposals for possible Change Orders. The Architect shall, at the Architect's expense, 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 furnished by the General Contractor (or any Prime Contractors) to the Architect. As used herein, the term "**Change Order**" means a written instrument prepared by the Architect and signed by the District, the General Contractor (or any Prime Contractors) and the Architect, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the sum payable by the District due to that change; and (iii) the extent of the adjustment, if any, in the time available for the General Contractor (or the applicable Prime Contractor(s)) to complete the Work due to the approved change in the Work.

2.9.14 **Certification of Absence of Asbestos-Containing Building Materials.** The Architect shall certify to the best of its information pursuant to Title 40, Section 763.99(a)(7) of the *Code of Federal Regulations*, that no asbestos-containing building material was specified as a building material in any of the Contract Documents, and will ensure that the General Contractor (or any Prime Contractors) and any applicable subcontractors and/or material suppliers provide the District with certification that all materials used in the construction of any college building or other improvement made as part of the Project are free from any asbestos-containing building materials.

2.9.15 **Final Completion.** The Architect shall visit the Project to determine the date or dates of final completion, receive, and forward to the District for the District's review all written warranties and related documents required by the Contract Documents, and issue a final certificate for payment upon the General Contractor's (or Prime Contractors') compliance with the requirements of the Contract Documents.

2.9.16 **Evaluation of General Contractor.** The Architect shall provide written evaluation of the performance of the General Contractor (or any Prime Contractors) under the requirements of the Contract Documents when requested in writing by the District to do so.

2.10 **Architect's Post-Construction Obligations.**

2.10.1 **Preparation of Record Drawings.** Promptly following completion of construction of the Project, the Architect shall prepare and deliver to the District (on diskette or similar media) an AutoCAD R-2007 file (or more recent version) of all as-built improvements made or modified in connection with the Project, together with full-size paper copies as specified in Exhibit "D", at no additional cost.

2.10.2 **Notice of Construction Defects.** The Architect, as part of the Architect's Basic Services, shall immediately notify the District of any deficiencies in the Work discovered by the Architect following the District's acceptance of the Work and prior to the expiration of the guarantee period of the Work.

2.10.3 **Contractor Performance.** The Architect shall monitor and keep the District advised as to the extent of the General Contractor's (or any Prime Contractors) performance of (or failure to perform) its (or their) obligations regarding the final delivery of all testing reports, adjusting and balancing reports, preparation of operation and maintenance manuals, training for operation and maintenance, responses to warranty items, and consultation during operation, relative to all equipment and systems installed in connection with the Project. If the Architect and/or the District determines that the General Contractor (or any Prime Contractors) has failed, is failing, or is likely to fail to perform those obligations as required by the Contract Documents, then the Architect shall take all actions reasonably requested by the District to attempt to cause the General Contractor (or Prime Contractors) to fulfill those obligations. Architect shall advise District on General Contractor (or Prime Contractors) performance issues.

2.10.4 **Assistance Regarding Close-Out and Final Regulatory Certification.** In connection with the project closeout, the Architect shall assist the District in obtaining final certifications from the DSA and other Governmental Agencies as needed to enable the District to obtain any and all available government funding for the Project.

2.11 **Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors.** The Architect shall make recommendations to the District on claims made by, to or against the District relating to the execution and progress of the Work and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Contract Documents. The

Architect shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes or other matters at issue between the District and the General Contractor (or the Program Manager or Prime Contractors) relating to the execution or progress of the Work as provided in the Construction Contract and/or the other Contract Documents. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by the Architect.

ARTICLE 3: ADDITIONAL ARCHITECT'S SERVICES

3.1 Supplemental Services. The Architect shall notify the District in writing of the need for Supplemental Services required due to circumstances beyond the Architect's control and which are not the direct or indirect result of the Architect's negligent acts, errors or omissions. The Architect shall obtain written authorization from the District before rendering any such Supplemental Services. Compensation for the Supplemental Services shall be subject to District approval. The amount of such compensation shall be determined by a separate written agreement to be negotiated and signed by the Architect and the District at the time the need for the Supplemental Services arises and prior to the performance of any Supplemental Services. The Supplemental Services shall include:

3.1.1 Revisions Required by New Laws. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of Applicable Laws subsequent to the preparation and completion of the Construction Documents, unless such Applicable Laws were enacted at the time of execution of this Agreement but not in effect until the preparation or completion of the Construction Documents. In the case of an Applicable Law enacted at the time of execution of this Agreement and subsequently effective, the Architect is expected to incorporate the requirements of the Applicable Law in anticipation of the Applicable Law taking effect during the preparation and completion of the Construction Documents for the Project.

3.1.2 Damage to Work. Providing consultation concerning replacement of Work damaged by fire and furnishing services required related to the replacement of such Work.

3.1.3 Default of General Contractor. Providing services made necessary by the default of the General Contractor (or Prime Contractors) or by the default, during the Construction Phase, of the Program Manager, but only if the need for such services does not arise directly or indirectly from the negligent acts, errors, or omissions of the Architect (including without limitation the Architect's failure to discover or report defects as provided in Section 2.9.10 above).

3.1.4 Phased Construction. If, after the completion of the Design Development Documents, the District requests the Project be bid or constructed in phases, and if the request or need for such phasing does not arise from the Architect's having exceeded the Budget, then plan preparation and/or contract administration work to prepare the phased Construction Documents will constitute Supplemental Services.

3.1.5 Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager Contract administration services performed by the Architect for a period of time after the Project construction completion deadline specified in the Construction Contract and/or the Project Schedule shall be Supplemental Services if the need for such contract administration services beyond said deadline results from a default or delay by the General Contractor (or Prime Contractor(s) or the Program Manager) under the Contract Documents and is authorized by the District.

3.1.6 Models, Renderings and Electronic Modeling Preparation of scale models, study models, visual renderings, and electronic models (excluding Construction Documents in AutoCAD R-2007 format, presentation of Schematic drawings and elevations per Section 2.5.1).

3.1.7 Information Regarding Site and Improvements To the extent directed by the District, the provision of detailed planning surveys, site evaluations and comparative studies of the Site, any adjacent or alternate real property which may be considered by the District in connection with the Project, and any existing or proposed buildings and other improvements located on the Site and/or contemplated to be constructed or included as part of the Project.

3.1.8 Information Regarding Materials, Equipment, and Labor To the extent directed by the District, the provision of detailed quantity surveys pertaining to inventories of material, equipment and labor related to the Project.

3.1.9 Analysis of Ownership and Operating Cost At the District's request, the provision of analyses of District ownership and operating costs for the Project.

3.1.10 Inspection of Materials The Architect shall visit suppliers, fabricators, and manufacturers to review the quality or status of items (such as carpet, stone, wood veneers, and standard or custom furniture) being produced for the Project as deemed necessary.

3.1.11 Authorized Additional Services Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in Exhibit "E".

3.1.12 Excluded Design Services The Parties agree that the services identified in Exhibit "F" are not part of the Basic Services. If the District instructs the Architect to perform such services, those services shall be deemed Supplemental Services hereunder.

3.1.13 Other Services When approved by the District, providing any other services not otherwise required by this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4: DISTRICT'S RESPONSIBILITIES

4.1 **District Shall Inform Architect of Project Requirements.** The District shall provide the Architect with information pertaining to the District's requirements for the Project (including the District's objectives, constraints and criteria related to the District's educational plan, its scheduling concerns, and its budgetary limitations) as necessary for the Architect to perform its obligations under Article 2 and Article 3 of this Agreement.

4.2 **District's Representative.** The District's Board of Trustees hereby appoints the Program Director, of the District's Program Management Team, as the District's Authorized Representative for the purposes of issuing written approvals, disapprovals, consents, waivers, directives, instructions, and other notices pursuant to this Agreement and the Project (the "**District's Authorized Representative**"). The Program Director may delegate any or all of his or her authority as the District Authorized Representative to one or more project managers by delivering a written notice to the Architect identifying the name of each such assistant and specifying the types of approvals, disapprovals, consents, waivers, directives, instructions, and other notices said assistant is authorized to issue. Except as authorized by this Section 4.2, no person or entity other than the District's Authorized Representative is authorized to issue any approval, disapproval, consent, waiver, directive, instruction, or other notice on behalf of the District in connection with this Agreement, and the Architect shall not rely on any purported oral or written approval, disapproval, consent, waiver, directive, instruction, or other notice issued by any other individual or entity.

4.3 **Notice of Faulty Construction.** The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents. However, the District's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities under this Agreement, under Titles 21 and 24 of the *California Code of Regulations*, or under the Field Act (codified at *Education Code* Sections 81130 – 81149. The District shall have no duty to observe, inspect, or investigate the Work or any other aspect of the Project.

ARTICLE 5: COMPENSATION TO THE ARCHITECT

5.1 **Compensation for Basic Services.** As compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Two Hundred Four Thousand, One Hundred Eighty Dollars (\$204,180), as specified on the Schedule of Compensation attached as Exhibit "G" hereto. To the extent such compensation is based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at Exhibit "H".

5.2 **Allocation of Compensation Among Project Phases.** The total amount of such compensation shall be allocated among the separate phases of the Architect's Services as follows:

During & prior to the Schematic Design Phase	10 %
During the Design Development Phase:	20 %
50% Construction Documents Completion:	20 %
95% Construction Documents Completion:	20 %
Upon DSA approval:	5 %
During the Bidding Phase	5 %
During the Construction Phase:	20 %
TOTAL:	100%

5.3 **Compensation for Supplemental Services.** Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

5.4 **Payment in Monthly Installments.** Compensation payable to the Architect hereunder shall be paid monthly in arrears, in proportion to the percentage of completion of the Architect's Services which are to be performed in each phase of the Project. Each monthly installment shall be paid by the District upon its receipt of the Architect's invoice and corresponding back-up documentation. The back-up documentation referenced above shall include the following to the extent applicable with respect to each application for payment: (a) a description of the status of completion of the Basic Services; (b) a projection of Basic Services anticipated to be performed over the next thirty calendar days; (c) a description of the status of performance of Supplemental Services ; (d) a projection of Supplemental Services anticipated to be performed over the next thirty calendar days; (e) the status of the Architect's performance under the Project Schedule, noting any delays, their impact on progress of the Project, and recommendations for recapturing time lost. In the case of any Architect's Services which are performed and compensated on an hourly (as opposed to fixed fee or lump sum) basis, said back-up documentation shall also include detailed time summaries for Basic Services and Supplemental Services performed that are broken

down by timekeeper, task, and time expended (block billings are not permitted) and copies of time sheets.

5.5 Reductions in Scope of Project. Where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, and where modifications to the Project result in portions of the Project being eliminated and not constructed, compensation for Architect's Services applicable to those portions of the Project shall be payable only to the extent that actual services authorized by this Agreement have been performed. Where those modifications result in a reduction in the Project Construction Cost, and where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, then the corresponding reduction in the Architect's compensation shall be effective concurrent with the District's approval of the modifications to the Project, and shall be effective as to all phases of the Project from that point forward.

5.6 Extension of Time During Which Architect's Services Must Be Performed. Unless the Architect and the District have previously agreed in writing to the contrary, no delay or extension of the time necessary or available for the Architect's completion of the Architect's Services shall entitle the Architect to any additional compensation beyond that specified in this Agreement. Notwithstanding the foregoing, where such delay or extension is caused or made necessary by the default of the General Contractor (or Prime Contractor(s) or the Program Manager) under the Construction Contract, any additional compensation to be paid to the Architect in connection therewith shall be subject to the limitations set forth in Section 3.1.5 above.

5.7 Reimbursement of Architect's Expenses. The District shall reimburse the Architect at cost, without markup, for reasonable expenses of the types identified in Exhibit "J" incurred by the Architect and the Architect's employees and consultants in the course of the Architect's performance of the Architect's Services, but only to the extent that (a) such expenses have been specifically approved in writing by the District prior to those expenses being incurred, (b) the requirements set forth in Section 10.2 below, if applicable, have been satisfied, and (c) the Architect has provided the District with invoices, receipts and other documentation reasonably requested by the District, verifying the amounts of reimbursable expenses for which reimbursement is sought. Notwithstanding the foregoing, wherever this Agreement specifies that an obligation of the Architect or any item of the Architect's Services is to be performed at the Architect's expense, the Architect shall not be entitled to reimbursement hereunder.

ARTICLE 6: AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT

The District's receipt of funding (in an amount deemed necessary by the District) for the Project on terms and conditions acceptable in all respects to the District is a condition precedent to the effectiveness of this Agreement. If the District is unable to obtain funding in such amount or on such terms and conditions by the time that the District determines such funding is necessary for the commencement or completion of the Project, then this Agreement shall be void except to

the extent services have been rendered pursuant to authorization from the District's Board of Trustees.

ARTICLE 7: TERMINATION

7.1 **Termination by District Without Cause.** This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

7.2 **Termination by Either Party For Cause.** Subject to the provisions of Article 8 below, this Agreement may be terminated by either Party upon not less than thirty days' written notice if the other Party has failed to substantially perform its obligations in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

7.3 **Termination for Lack of Funding.** The District may terminate this Agreement due to lack of funding for the Project pursuant to Article 6 above. Any termination pursuant to this Section 7.3 shall become effective immediately upon the District's delivery to the Architect of written notice of said termination.

7.4 **Suspension of Project by District.** If the Project is suspended by the District for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the interruption and resumption of the Basic Services.

7.5 **Abandonment of Project by District.** If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to the abandonment. In addition, the Architect may terminate this Agreement by giving not less than thirty days' written notice to the District; provided, that such termination shall not be effective if, within such thirty-day period, the District gives the Architect written notice that the Project is being resumed and the Project is, in fact, resumed within such thirty-day period.

7.6 **District's Failure to Pay Architect.** Without limiting the generality of Section 7.2 above, but subject to the provisions of Article 8 below, the District's failure to pay to the Architect any amounts required pursuant to the terms of this Agreement, where such failure continues beyond sixty days after the delivery of written notice by the Architect to the District, shall be grounds for termination of this Agreement by the Architect pursuant to Section 7.2 above. Furthermore, and again subject to the provisions of Article 8 below, where such non-payment continues beyond said sixty day period the Architect shall be entitled to suspend performance of the Architect's Services hereunder, and such suspension may commence immediately upon the expiration of said sixty day period (or upon any later date specified by the Architect) and may continue until the delinquent payment has been delivered by the District to the Architect.

7.7 Compensation to Architect Upon Termination. Where this Agreement is terminated for any reason, the Architect's compensation shall be limited to amounts due and payable for the Architect's Services as of the termination date pursuant to Section 5.1 above.

ARTICLE 8: NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment (or nonpayment) for Work performed or not performed, the Parties agree that they shall negotiate in good faith to resolve the dispute. Pending resolution of any such dispute, the Architect agrees to continue to perform the Architect's Services diligently to completion and shall have no right to terminate or assign this Agreement so long as the District continues to make timely payment of all undisputed invoices. If the Parties are unable to agree upon a resolution of the dispute, the Architect agrees that the Architect will neither rescind this Agreement nor stop the progress of the Work; the Architect's sole remedy shall be to submit the dispute for determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 9: ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expenses pertaining to the Supplemental Services and records of accounts between the District and the General Contractor (or Prime Contractor(s) and/or the Program Manager, if applicable) shall be kept in accordance with generally accepted accounting principles. Any and all such records shall be made available to the District or its authorized representative promptly upon the District's request at any time or times during the term of this Agreement or within five years following the expiration or termination of this Agreement.

ARTICLE 10: EMPLOYEES AND CONSULTANTS

10.1 Engineers and Engineering Services. As part of the Basic Services, the Architect shall furnish at its expense the services of landscape architects, structural engineers, mechanical engineers, electrical engineers, and provide civil engineering and landscape design services as deemed necessary for the Project.

10.2 Approval by District. The Architect shall submit, for written approval by the District, the names of the qualified engineers and consultants proposed for the Project. No engineers or consultants shall perform any work relative to the Project, nor shall the District be obligated hereunder to reimburse the Architect for any expenses incurred by or in connection with any such engineers or consultants, unless and until the involvement in the Project of the engineer or consultant in question has been approved in writing by the District. Nothing in this Agreement shall create any contractual relation between the District and any engineer or consultant employed or retained by the Architect under the terms of this Agreement.

10.3 **Engineer's Certification of Construction Documents.** The Architect shall ensure that each engineer hired or otherwise retained by the Architect in connection with the Project places said engineer's name, seal and signature on all Construction Documents, other Contract Documents, Change Orders, Record Drawings, and/or any other drawings and specifications prepared in whole or in part by said engineer.

10.4 **License and Experience Requirements.** The individual principal or employee of the Architect who is designated as the "architect of record" for the Project, and every engineer and consultant hired or otherwise retained by the Architect in connection with the Project, shall be licensed to practice in California.

10.5 **District's Disapproval of Individual Employees or Consultants.** If any individual employee or consultant of the Architect is not acceptable to the District, then that individual shall be replaced by the Architect with an acceptable, competent, and qualified person at the District's request.

10.6 **Construction Administrator/Field Representative.** The construction administrator or field representative assigned to the Project by the Architect, and each of the Architect's Project Representatives (if any), shall be (a) licensed as a California architect or engineer, (b) competent, qualified and authorized to make critical decisions relative to the Project in a timely manner, and (c) readily available to provide (by phone or facsimile and through correspondence) design direction and decisions when he or she is not at the Site.

ARTICLE 11: INDEMNIFICATION AND DEFENSE

11.1 **Indemnification.** The Architect shall indemnify the District, its Board of Trustees, officers, employees, and agents from and against all "Liability" arising from any "Claim". As used in this Agreement, "Claim" means any third-party claim or allegation that the District (or any of its officers, employees, agents, or trustees) is responsible for damages caused by negligence, recklessness, or willful misconduct of the Architect or any subcontractor or consultant retained by the Architect. As used in this Agreement, "Liability" means any order issued by a court, arbitrator or judicial referee (or any voluntary settlement, if the Architect agrees to the settlement) requiring the District to pay money, take action, or refrain from action due to a Claim. "Liability" also includes any attorneys' fees and other expenses reasonably incurred by the District in defending a Claim.

11.2 **Defense.** If covered by the Architect's insurance policy (or policies) maintained under this Agreement, the Architect or its insurer will hire and pay the fees of an attorney to defend the District against any Claim as defined in Section 11.1. The District will select that attorney, unless the Architect's insurance policy requires the Architect or its insurer to select the attorney.

11.3 **Survival of Obligations.** The Architect's duties of indemnification and defense established in this Article 11 shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to all such Claims, whether those Claims are first asserted during the term of this Agreement or after the expiration or termination of this Agreement.

ARTICLE 12: INSURANCE

The Architect, at its expense, shall purchase and maintain policies of insurance as required by this Article 12 with an insurer or insurers qualified to do business in the State of California and acceptable to District, insuring the Architect and the District against any and all Claims, whether such Claims arise from actions or inaction committed by (a) the Architect, (b) any subcontractor or consultant retained by the Architect, (c) any employee of any such subcontractor or consultant, or of the Architect, or (d) any other person or entity for whose acts any of the foregoing may be liable.

12.1 **Workers' Compensation.** The Architect shall carry Workers' Compensation Insurance in accordance with California law and Employers Liability Insurance with "per employee" and "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.2 **General and Automobile Liability Insurance.** The Architect shall carry commercial general liability insurance with limits not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K" for combined single limit, bodily injury and property damage liability per occurrence, including: (a) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury.

12.3 **Professional Liability Insurance.** The Architect shall carry professional liability insurance, including contractual liability, with "per claim" and "annual aggregate" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K". Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that the Architect subcontracts any portion of the Architect's Services, the Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, as modified by Section 12.5 below. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

12.4 **Policy Requirements.** Each policy of insurance required under Sections 12.1 and 12.2 above shall: (a) name the District and its Board of Trustees, officers, employees, and agents as additional insureds (required under Section 12.1 only); (b) be issued by an insurance company which is licensed to do business in the State of California and which has and maintains a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to the District; (c) state that, with respect to the operations of the Architect hereunder, such policy is primary and

any insurance carried by the District is excess and non-contributory with such primary insurance; (d) state that not less than thirty days' written notice shall be given to the District prior to cancellation (or not less than ten days' written notice, where cancellation is due to non-payment of premiums); and (e) shall waive all rights of subrogation on behalf of both the Architect and the insurer. The provisions of clause (b) of the preceding sentence shall also apply to each policy of insurance required under Section 12.3 above. The Architect shall notify District in the event of material change in, or failure to renew, any such policy. Prior to commencing any of the Architect's Services, the Architect shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event the Architect fails to obtain or maintain any policy of insurance required hereby, the District may, at its sole discretion, obtain such policy of insurance in the name of and for the account of the Architect, and in such event the Architect shall reimburse the District upon demand for the cost thereof. Further, maintaining the insurance required by this Agreement shall not relieve Architect from, nor limit Architect's liability with respect to, its obligations to indemnify the District as set forth in this Agreement.

12.5 Subcontractor's Insurance. If the Architect subcontracts any portion of Architect's Services, then (unless otherwise agreed to in writing by the District) the Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this 12.5, in amounts which are appropriate with respect to that subcontractor's part of the Architect's Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than the "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

12.6 Additional Insurance Obligations. Upon the District's reasonable request, the Architect shall carry and maintain during the term of this Agreement, at the Architect's sole cost and expense, (a) increased amounts of the types of insurance identified in Sections 12.1 through 12.3 above, and (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K".

ARTICLE 13: INDEPENDENT CONTRACTOR

The Architect, in the performance of the Architect's Services under this Agreement, shall be and act as an independent contractor. The Architect shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Architect and not subject to the control or supervision of the District, except (a) as to the results of the Architect's Services, (b) as otherwise required by Applicable Laws, and (c) as otherwise specified in this Agreement. The Architect is not an employee of the District and shall not represent itself (and no employee of the Architect shall represent himself or herself) as an employee of the District. No payments made to the Architect hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. The Architect understands and agrees that neither the Architect nor any of the Architect's employees shall be considered officers, employees, or agents of the District, and that none are entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's

employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Architect assumes the full responsibility for the acts and/or omissions of the Architect's employees, subcontractors, consultants, or agents as they relate to the Architect's Services to be provided under this Agreement. The 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 Architect's employees.

ARTICLE 14: CROSS-DEFAULT

A default by the Architect under any other agreement between the Architect and the District (whether that other agreement was entered into prior to, concurrently with or subsequent to the Parties' entry into this Agreement) may also, at the District's option, be deemed to be a default by the Architect under this Agreement. If the District exercises such option, then the District shall have any and all remedies available to it resulting from a default by the Architect hereunder, including without limitation the right of the District to terminate this Agreement.

ARTICLE 15: ARCHITECT'S RECORDS

15.1 Maintenance of Project Books and Records. The Architect (and its subconsultants) shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. The Architect (and its subconsultants) shall maintain such records in sufficient detail to permit the District and its designees (including without limitation the District's independent auditors) to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from the other documents and records unrelated to the Project for a period of four years after the later of termination of this Agreement or final completion of the Project.

15.2 District's Audit Rights. The District and its designees (including without limitation the District's independent auditors) shall have the right to examine and to audit the books and records identified in Section 15.1 above ("**Audit**"). Such Audit rights shall include without limitation verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such Audit rights may be exercised at all reasonable times at the Architect's offices. The Architect shall, at no expense to the District (or to the District's designees and independent auditors) furnish facilities and cooperate fully with the Audit. Upon the District's (or its designee's or auditor's) request, the Architect shall provide reproducible copies of the records identified in Section 15.1 above that are applicable to the Audit for reproduction by the District and/or its designees and auditors.

15.3 Reimbursement of Overpayments; Cost of Audit. If any Audit reveals excess charges inaccurately or improperly collected by the Architect from the District, then the Architect shall refund the overpayment to the District within five business days after the receipt of the results of the Audit, together with interest at a rate that is the lesser of (i) ten percent per annum or (ii) the maximum rate allowable by law. Furthermore, if the Audit reveals that the Architect overcharged the District by more than five percent, then the Architect shall pay the cost of the Audit.

ARTICLE 16: RESOLUTION OF DISPUTES

Disputes between the Parties in any way related to this Agreement ("**Disputes**") shall be resolved by the Parties in accordance with the Dispute resolution provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to cause the Dispute to be adjudged by a trial court or jury (except as to enforcement of an arbitrator's award, as noted below in this paragraph). The dispute resolution process set forth in this Article 16 shall be the exclusive recourse of the Architect and the District for determination and resolution of Disputes; provided, however, that either Party may bring litigation against the other in order to enforce an arbitrator's award rendered pursuant to Section 16.4 below. The Parties shall utilize each of the following steps in the Dispute resolution process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Dispute resolution process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in that process.

16.1 Step One: Submission of Disputes for Resolution. Each Party's rights to submit a Dispute for resolution pursuant to this Article 16 shall commence upon that Party's discovery of facts which are the basis of the Dispute, subject to any applicable statute of limitations. The Party submitting a Dispute for resolution (the "**Claimant**") shall do so by delivering to the other Party (the "**Respondent**") a written statement ("**Statement of Dispute**") setting forth in reasonable detail the events or circumstances giving rise to the Dispute, the dates of their occurrence, the damages claimed by the Claimant as a result of those events or circumstances, and the relief sought by the Claimant to resolve the Dispute. Concurrently with the delivery of the Statement of Dispute, the Claimant shall deliver to the Respondent supporting data and/or documentation adequate to substantiate the events and claims set forth in the Statement of Dispute. Said Statement of Dispute and supporting data and documentation must be delivered not later than thirty days after the Claimant's discovery of the circumstances giving rise to the subject claims. Nothing contained herein shall preclude either Party from asserting claims in response to a Statement of Dispute from the other Party.

16.2 Step Two: Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than ten days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted by such Party, and with full authority to resolve such Dispute then and there, subject only to the District's right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Dispute involves the assertion of

a right or claim by a subcontractor against the Architect that is in turn being asserted by the Architect against the District, then such subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Dispute is not resolved, the Parties may either continue the negotiations or either Party to this Agreement may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.3 Step Three: Non-Binding Mediation. If the Dispute remains unresolved after direct negotiations pursuant to Section 16.2 above, the Parties agree to submit the Dispute to non-binding mediation before a mutually acceptable third party mediator.

16.3.1 Qualifications of Mediator. The mediator shall be selected by the mutual agreement of the Parties. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

16.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Dispute shall provide written notice to the other Party of the initiating Party's decision to mediate. In the event the Parties are unable to agree upon a mediator within fifteen days after the receipt of such written notice, then the Parties shall submit the matter to the American Arbitration Association ("AAA") at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

16.3.3 Mediation Process. The location of the mediation shall be at the offices of the District. The costs of mediation shall be shared equally and in advance by both Parties. The mediator shall provide an independent assessment on the merits of the Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to *Evidence Code* Sections 1119 and 1152.

16.4 Step Four: Binding Arbitration. If the Dispute is not resolved by mediation, the Party wishing to further pursue resolution of the Dispute shall submit the Dispute for final and binding arbitration pursuant to the provisions of *Public Contract Code* Sections 10240 *et seq.* The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

16.4.1 Initiation of Arbitration. The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to *Public Contract Code* Section 10240.5.

16.4.2 Qualifications of the Arbitrator. The arbitrator shall be selected by the mutual agreement of the Parties. The arbitrator shall be a retired judge or an attorney with at least five years of experience with public works construction contract law and in arbitrating public works construction disputes. In the event the Parties cannot agree upon a mutually acceptable arbitrator,

then the provisions of *Public Contract Code* Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein. Under no circumstances shall the arbitrator be the same individual as the mediator hearing the complaint under Section 16.3 above.

16.4.3 **Hearing Days and Location.** Arbitration hearings shall be held at the offices of the District and, except for good cause shown to and determined by the arbitrator, shall be conducted on consecutive business days, without interruption or continuance.

16.4.4 **Hearing Delays.** Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

16.4.5 **Recorded Hearings.** All arbitration hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by the District and the Architect and allocated by the arbitrator in the final award.

16.4.6 **Discovery.** Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the *Public Contract Code*, without limitation on the number of percipient or expert witnesses. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (excluding rebuttal reports) not so submitted shall not be admissible as evidence.

16.4.7 **Authority of Arbitrator.** The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

16.4.8 **Waiver of Jury Trial.** The Architect and the District each voluntarily waives its right to a jury trial with respect to any Dispute that is subject to binding arbitration in accordance with the provisions of this Article 16. The Architect shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its subcontractors who provide any portion of the services required by this Agreement.

16.4.9 **Consolidation and Joinder.** The Parties hereto consent to the consolidation or joinder of any third-party claims involving other of the District's or the Architect's consultants relative to the Dispute, but only if resolution of those third-party claims is reasonably necessary to the complete resolution of the Dispute and only if the District or the Architect has the right to require said third party or parties to submit to the binding arbitration contemplated pursuant to this Article 16.

ARTICLE 17: MISCELLANEOUS

17.1 **No Third-Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the Architect.

17.2 Successors and Assigns; Prohibition Against Architect's Assignment. The District and Architect, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Agreement with respect to the terms of this Agreement. The District may assign its rights and obligations under this Agreement to any third party upon written notice to the Architect. The Architect shall not assign this Agreement or any of its rights or obligations hereunder.

17.3 Entire Agreement; Modification. This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement (and the duties, responsibilities, and limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the Architect.

17.4 Notices. All written notices required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service, or (iv) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, return receipt requested, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To the District:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Attn: Director, Facilities and Planning
Telephone No.: (714) 438-4731
Fax No.: (714) 438-4689
E-mail: jmarchbank@cccd.edu

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, Risk Services
Telephone No.: (714) 438-4800
Fax No.: (714) 438-4689
E-mail: bkerwin@cccd.edu

To the Architect:

Hill Partnership Inc
115 22nd Street
Newport Beach, CA 92663
Attn: Lawrence A. Frapwell, Architect

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Jerry Marchbank

Telephone No.: 949-675-6442
Fax No.: 949-675-4543
E-mail:

Telephone No.: 714-438-4731
Fax No.: 714-438-4893
E-mail: jmarchbank@cccd.edu

17.5 **Time.** Time is of the essence of every provision contained in this Agreement.

17.6 **Incorporation of Recitals.** All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

17.7 **Attorneys' Fees.** In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

17.8 **Construction.** The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

17.9 **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

17.10 **Consent to Jurisdiction and Service of Process.** Subject to Article 16, all judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non-conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

17.12 **Captions.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

17.13 **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

17.14 **Further Assurances.** Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

17.15 **No Waiver.** Any waiver, consent, or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

17.16 **Rights and Remedies.** Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

17.17 **Joint and Several Liability.** To the extent that either Party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

17.18 **Confidentiality.** This Agreement and the Project Documents shall be held confidential by the Architect to the extent they are not subject to disclosure pursuant to the terms of this Agreement (including without limitation Section 1.6 above and this Section 17.18 or under the Brown Act or the California Public Records Act. The Project Documents shall not, without the written consent of the District, be used or reproduced by the Architect for any purposes other than the performance of the Architect's Services. The Architect shall not disclose, or cause or facilitate the disclosure of, the Project Documents to any person or entity not connected with the performance of the Architect's Services or the Project. Nothing furnished to the Architect which is otherwise known to the Architect or is generally known, or has become known, to the related industry shall be deemed confidential. The Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Architectural Services or the Project in any magazine, trade paper, newspaper, television or radio production, web site, or other similar medium without the prior written consent of the District.

CCCD Contract No.: _____

This Agreement is entered into as of the day and year of later execution below.

ARCHITECT

COAST COMMUNITY COLLEGE DISTRICT

By: _____

By: _____

President, Board of Trustees

Print Name: Lawrence A. Frapwell

Date:

Date:

Architect's Federal Taxpayer I.D. Number:

_____-_____

EXHIBIT "A"

DESCRIPTION OF PROJECT

Description:

Standard Architectural Services Agreement with Hill Partnership Inc.; Orange Coast College Planetarium

1. Background:

This project consists of a new, approximately 9,200 gross square feet (gsf), single-story Planetarium, in general conformance with scope defined in the 2009 Feasibility Study.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building and will require demolition of the existing Planetarium Building.

The assumed construction value of the project is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and will need to be adjusted for inflation, construction cost escalation, and increased cost of specialized technological equipment at the time of construction bidding.

2. Goal/Purpose

Preliminary design of a campus master planned building in accordance with Vision 2020.

3. Comments

As fundraising efforts for the construction of this project are ongoing, Orange Coast College will only proceed with the preliminary planning phase at this time. This results in an immediate-term fiscal impact of \$199,680 (plus \$4,500 reimbursable allowance).

4. Recommendation Statement

The District publically advertised a Request for Qualifications (RFQ) for

Architectural Design Services on February 14, 2011. As a result, the Orange Coast College Planetarium Architect Selection Committee received sixteen (16) RFQ responses, interviewed six prospective candidates and three subsequent finalists, and ultimately determined that Hill Partnership, Inc. presented the best qualifications to successfully design this technologically unique and complex building.

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Hill Partnership Inc. for architectural services for the Orange Coast College Planetarium pursuant to the Districts' Standard Architectural Services Agreement.

The scope of service is to include the following tasks:

	<u>Preliminary Planning Phase</u>	
a.	Design Phase	\$ 66,560
b.	Design Development Phase	\$133,120

Total fee for architectural services under this agreement: \$199,680

h.	Reimbursable Expenses	\$ 4,500
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EXHIBIT "C"

SCHEDULE OF PROJECT DEADLINES*

Sheet 1 of 1	
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NTP:	July 1, 2011
Schematic Design	December 31, 2012
Review and Approval:	January 31, 2012
Design Development:	May 31, 2012
District Review and Approval:	June 2012
Submit to State for Approval:	TBD
Construction Documents 50%:	TBD
Construction Documents 95%:	TBD
District Review and Approval:	TBD
DSA Review & Approval:	TBD
Submit to State for Approval:	TBD
Bid Period:	TBD
Construction Contract Award:	TBD
Construction Period:	TBD

EXHIBIT "D"**SUBMITTAL REQUIREMENTS**

Unless otherwise directed by the District, the Architect shall submit to the Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS APPLICABLE TO PHASE
Schematic Design	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
Design Development	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
50% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.
95% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" bound Specifications; 3 sets of 95% level detailed cost estimate and engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.

Upon DSA Approval	1 set of prints bearing an original DSA stamp of approval; 3 copies of full size and 3 half-size prints with DSA's stamp of approval.	1 set of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 copies of 8 1/2" x 11" bound Specifications and engineering calculations with DSA's approval stamp; 3 sets of the final detailed cost estimate updated to reflect DSA comments. An electronic or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of final detailed cost estimate.
Bidding support / solicitation of bids	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets.	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets.
Bidding Support Addenda	3 sets of full size reproducible drawings bearing DSA stamp of approval; 3 copies of electronic files of drawings.	3 sets of 8 1/2" x 11" Specifications and written addenda; 3 copies of electronic files of all documents.
Construction Phase	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."
Record Documents	Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 3 sets of full size and 3 half-size prints of Record Drawings; 1 set of reproducible Record Drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Drawings.	Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 3 sets of Record Manual; 1 set of reproducible Record Project Manual to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Project Manual.

In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to the following:

Division of State Architect; Bureau of Public Works (B Permit); County Health Department (Food preparation and food service); Office of the Public School Construction; State Chancellor's Office; Local Fire Department.

EXHIBIT "E"

AUTHORIZED ADDITIONAL SERVICES

None

EXHIBIT "F"

EXCLUDED DESIGN SERVICES

See Attached Proposal

EXHIBIT "G"

SCHEDULE OF COMPENSATION*

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As total compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of Two Hundred Four Thousand, One Hundred Eighty Dollars (\$204,180).

EXHIBIT "T"

FEE PAYMENT SCHEDULE

Sheet 1 of 1

Schematic Design Phase:	\$ 66,560	Invoiced monthly based on mutually agreed upon percentage of completion
Design Development:	\$133,120	Invoiced monthly based on mutually agreed upon percentage of completion
Construction Documents 50%:	N/A	Invoiced monthly up to this amount
Construction Documents 95%:	N/A	Invoiced monthly up to this amount
DSA Review & Approval:	N/A	Upon submittal to the State of DSA approved Construction Documents
Bidding Phase:	N/A	Invoiced monthly up to this amount
Construction Period:	N/A	Invoice monthly up to this amount
Construction Close-out:	N/A	Upon completion of items required by Section 2.10
Total Fee:	\$199,680	

EXHIBIT "J"

REIMBURSABLE EXPENSES

District shall, in addition to its Basic Services compensation, reimburse Architect a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by Architect in furtherance of performance of its obligations under this Agreement, but only to the amount expended by the Architect ("at cost"), only to the extent that such expenses are generated in connection with the operations of this Project, and only to the extent authorized by Section 5.7 of the Agreement:

- (i) Printing and reproduction expenses for drawings and documents beyond that which is included in this Agreement;
- (ii) express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as but not limited to timesheets, expense reports, inter-office memoranda, invoices, etc.);
- (iii) long distance telephone calls (i.e., outside the 562, 323, 213, 310, 818, 714, 626, 909, and 949 area codes);
- (iv) mileage beyond a 50 mile radius of Architect's office in conjunction with the performance of Basic and/or Additional Services (excluding travel from residence to Project or Architect's home or branch offices to Project) at the rate established by Internal Revenue Service and related parking and/or tolls;
- (v) out-of-town travel as approved in advance in writing by District;
- (vi) regulatory agency and permit-filing fees that are specific to the Project;
- (vii) presentation models and renderings;
- (viii) preparation of measured "as-built" drawings.
- (ix) selection by the Architect, at the District's request, of movable furniture, equipment, or articles not included in the Construction Contract;
- (x) special consultants other than included in Basic Services;
- (xi) providing detailed quantity surveys or inventories of material, equipment, and labor.

EXHIBIT "K"

SCHEDULE OF INSURANCE

Current Certificates for Liability and Worker's Compensation are required to be on file for all District projects.

District insurance requirements are:

1. Commercial General Liability Insurance for bodily injury and property damage, including accidental death in an amount not less than One Million Dollars per occurrence, Two Million Dollars in the aggregate, and commercial auto liability insurance with limits of not less than One Million Dollars per occurrence, including: (1) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury. Coast Community College District is to be named as an additional insured.
2. Professional Liability Insurance covering the Consultant's negligent acts, errors, and omissions, with limits not less than \$1,000,000 each claim and \$3,000,000 annual aggregate and with a deductible of not more than \$50,000. Such policy shall continue in effect for four years following the date of acceptance by the District of the completed project for which the Consultant provided services.
3. Worker's Compensation Insurance in accordance with California law and Employers Liability Insurance with limits of not less than One Million Dollars per employee and One Million Dollars per occurrence.

CCCD Contract No.: _____

EXHIBIT "L"

DESCRIPTION OF BOND PROGRAM

(IF ANY)

CCCD Contract No.: _____

EXHIBIT "M"
ARCHITECT'S STATEMENT OF QUALIFICATIONS AND PROPOSAL



115 22nd street newport beach, california 92663

p. 949.675.6442 f. 949.675.4543

hpiarchitecture.com

March 31, 2011

Jerry Marchbank
Assistant Director, District Facilities
Coast Community College District
Facilities and Planning Department
1370 Adams Avenue
Costa Mesa, CA 92626

Dear Jerry:

Hill Partnership Inc. (HPI) is pleased to respond to the District's Request for Qualifications with tremendous interest and confidence in our ability to continue to work as a member of your team in the planning, design and implementation of the Orange Coast College Planetarium Project. Having worked closely with the OCC Foundation to provide preliminary programming, planning and conceptual design services to establish the Planetarium Project scope and concept, we are passionate about the opportunities this project represents to the College and the community it serves.

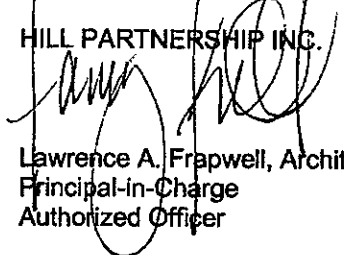
HPI represents the following proven expertise and qualifications:

- Extensive experience in public and private education projects including more than two decades of serving California Community Colleges as architects and planners. HPI is currently serving 6 California Community College Districts at 8 different campuses. We are currently involved in, or have recently completed, more than 700,000 sq. ft. of instructional and related space at these same campuses, with consistent client satisfaction.
- Demonstrated skills in working within the collegial and participative culture of higher education in general and Community Colleges specifically.
- Recent, directly related experience in the planning and design of similar instructional projects where the sum total of the design transcends the simple program requirements to create places which stimulate and educate both students and the local community.
- Experience in designing and processing projects through the Offices of the California Community College System, the Division of the State Architect (DSA), the State Fire Marshal, and local jurisdictional agencies.

Larry Frapwell, HPI's Principal-in-Charge / Project Manager will provide leadership and coordination of the Architectural / Engineering services and Construction Administration team. He will be supported by strong and experienced project team members as reflected in the following pages.

We will continue to commit the time, energy and experience necessary to assist Orange Coast College in the design and delivery of a project which enhances the College's ability to meet the needs of the students and the community it serves; to create a project which stimulates and educates individuals of all ages and backgrounds in the exciting world of science.

HILL PARTNERSHIP INC.


Lawrence A. Frapwell, Architect
Principal-in-Charge
Authorized Officer

design excellence

client centered

professional integrity

Firm Information

- **Type of organization or company structure:**
Hill Partnership Inc. is a California Corporation
- **Certification that the "Architectural" firm is legally permitted or licensed to conduct business in the State of California for the services offered.**

California Architectural License Numbers of HPI Principals:

Lawrence A. Frapwell, President	C 11360
John Paris, VP	C 13009
Mark Hendrickson, VP	C 23949

- **Number of years the firm has been in business:**
36 years
- **Location of principal office that will be responsible for the implementation of this contract:**

HPI Architects
115-22nd Street
Newport Beach, CA 92663

- **Litigation:**
HPI is committed to working with its clients and partners to avoid and/or resolve disputes as quickly as possible. HPI has not been terminated for default nor had a judgment against it. HPI has been party to litigation on two private senior living projects. The matters were quickly resolved well before trial.
- **List company or individual team members experience in providing same services. Include name of projects, client, city, and state.**

Hill Partnership Inc. (HPI) was founded in 1975 and has provided over 35 years of continuous service to a variety of public and private client. In the course of our institutional work, we have developed special expertise in educational programming, planning and design with extensive experience in California Community College facilities. Our work in the higher education arena ranges from conceptual site and master planning through new buildings, renovation and earthquake damage repair / mitigation, and expansion projects. Community College campuses currently or recently served include:

Coast Community College District

- Orange Coast College Master Plan /multiple projects
- Golden West College 2 Projects
- Coastline College Mater Plan

Long Beach City College

- Pacific Coast Campus 5 Projects

Mt. San Antonio College District

- Mt. San Antonio College 4 Projects

Los Angeles Community College District

- Pierce College 1 Project

El Caminio Community College District

- El Caminio College 1 Project
- Compton College 1 Project

Riverside Community College District

- Norco College 2 Projects

Please refer to resumes in Tab 3 for additional information on specific Projects.

References

Mt. San Antonio College

Walnut, CA

Gary Nellesen
Director of Facilities Planning and Management
1100 North Grand Ave., Walnut, CA 91789
(909) 594-5611 Ext. 5179

Larry L. Redinger
Dean of Math and Science
1100 North Grand Ave., Walnut, CA 91789
(909) 594-5611 Ext.4425

Long Beach City College

Pacific Coast Campus, Long Beach, CA

Ann-Marie Gabel
Vice President of Administrative Services
4901 E. Carson St., Long Beach, CA
(562) 938-4540

Medhanie Ephrem
Assistant Director, District Facilities
4901 E. Carson St., Long Beach, CA
(562) 938-5998

Golden West College

Huntington Beach, CA

Janet Houlihan
Vice President
15744 Golden West St., Huntington Beach, CA
(714) 892-7711, Ext. 58307

David Hudson, Ph.D.
Dean of Arts and Letters
15744 Golden West St., Huntington Beach, CA
(714) 895-8772

Orange Coast College

Costa Mesa, CA

Richard Pagel
Vice President - Administrative Services
2701 Fairview Rd., Costa Mesa, CA
(714) 432-5024

Doug Bennett
Foundation Executive Director
2701 Fairview Rd., Costa Mesa, CA
(714) 432-5126

Riverside Community College District

Riverside, CA

Michael Stephens
Capital Programs Administrator
3845 Market St., Riverside, CA
(951) 222-8946

Bart Doering
Capital Program Administrator
3845 Market St., Riverside, CA
(951) 222-8962

Lawrence "Larry" Frapwell
Principal-in-Charge
Project Manager



Education

Bachelor of Architecture, 1976
California Polytechnic State
University
San Luis Obispo, California

Affiliations

Member:

- California Community College Facilities Coalition (CCFC)
- Society of Colleges & University Planners (SCUP)
- Council of Educational Facility Planners International (CEFPI)

Registration

Licensed Architect C11360 CA
LEED Accredited Professional

Qualifications

Larry has over 30 years of professional experience in programming, architecture and interior design in education, hospitality, and corporate facilities. As Principal in Charge / Project Manager Larry will serve as your "architect". He will be responsible for leadership of the design team and will be the primary point of communication with the College. Mr. Frapwell's experience includes guiding clients through interactive architectural programming and design sessions, working with project committees with diverse representation, and presentation to boards and public agencies.

Selected Project Experience

Coast Community College District/Orange Coast College

- Facilities Master Plan 2002 and 2011
 - Planetarium Feasibility Study; 9,300 SF
 - Watson Hall/Student Services Renovation; 56,000 SF
 - Technology Center; 79,400 SF instructional building
- ##### **Coast Community College District - Golden West College**
- Language Arts Complex (FPP); 67,000 SF
 - Facility Master Plan 2011

Cerritos Community College

- Facilities and Purchasing Complex; 34,000 SF

Long Beach City College

- Multi-Disciplinary Academic Building; 112,000 SF
- Fitness Center Renovation; 7,100 SF
- Construction Trades Modernization & Replacement (FPP) - 33,745 SF

Mt. San Antonio College

- Classroom and Laboratory Renovations (Bldgs. 7, 11 and 26); 214,000 SF
- Math and Science Classroom Building; 63,000 SF
- Planetarium Renovation and Modernization; 18,830 SF

Los Angeles Community College District

- Pierce College Horticulture and Animal Science Facility; 29,765 SF

Riverside CCD - Norco

- Operations Center; 21,900 SF
- Secondary Effects; 25,000 SF

Pepperdine University

- Center for Communication and Business; 60,000 SF

California State University San Bernardino

- Campus Entry/Visitor Information Building
- Observatory and Science Resource Center; 9,400 SF

University of California, Riverside

- College of Engineering Center for Environmental Research and Technology. 26,000 SF
- Child Development Center; 12,812 SF

University of Southern California

- Davidson Conference Center Renovation; 28,000 SF
- School of Dentistry Expansion, Programming and Planning
- School of Music Practice and Performance Building; programming/Planning

Vanguard University

- Facilities Master Plan
- Student Union Building Design
- Residence Hall Design

California Baptist University

- School of Business; 54,000 SF
- Central Plant Expansion & Ceramics Replacement

Ammar Sarsam
Project Architect / DSA Leader



Education

Masters of Architectural
Technology, 1990
University of Technology,
Baghdad, Iraq
Bachelor of Architectural
Engineering, 1985
University of Mosul,
Mosul, Iraq

Registrations / Affiliations

Licensed Architect:
California # C30902
Alberta, Canada
NCARB Cert. # - 58765
LEED Accredited Professional
California Community College
Facilities Coalition (CCFC)

DSA Experience

*"...this was the most complete
submittal and efficient back
check for a project of this
scale in my six years as an
access compliance reviewer
at DSA. If I could give awards,
first prize would go to Ammar
Sarsam of HPI."*

Carlos Araujo, Architect
DSA, Los Angeles Office

Qualifications

Ammar has 20 years of professional experience in architectural programming, design, construction documentation, and construction administration. Since joining HPI in 2003, Ammar has worked closely with the principals in the programming and design phases of education projects in California. As Project Architect he has lead the construction document and DSA process on multiple community college and K-12 projects. Ammar has successfully processed more than 150 million dollars of construction projects through DSA within the last 5 years.

Ammar will lead the in-house architectural team throughout the project process and will be responsible for day to day coordination of outside consultants. As technical manager he will assist Larry in development and coordination of the project schedule; direct the preparation of architectural documents; code analysis; coordination of the quality assurance/quality control efforts; DSA communication, submittals, reviews and approvals; assisting HPI's construction administrator and insuring the necessary and appropriate architectural resources are provided during the bidding and construction phases.

Selected Project Experience

Cerritos Community College

- Facilities and Purchasing Complex; 34,000 SF

Riverside CCD - Norco

- Operations Center; 21,900 SF
- Secondary Effects (Multi- Building Renovation); 25,000 SF

Mt. San Antonio Community College District

- Laboratory and Classroom Modernizations; 74,000 GSF (Bldgs. 7 and 11)

- Building 12 Modernization; 11,800 GSF

- Precinct Planning - 2200 stall Parking Structure

- Precinct Planning - School of Business and Computer Science; 60,000 SF

- Math & Science Classroom Building; 63,000 GSF

Coast Community College District/Orange Coast College

- Watson Hall Modernization and Seismic Up-grade; 56,000 SF

- Planetarium Feasibility Study; 9,300 SF

- Orange Coast College Masterplan

Los Angeles Unified School District

- Valley Region Elementary School #10; 54,000 SF

- Bellingham Elementary School; 43,000 SF New & 5,000 SF Renovation

Vanguard University

- Facility Master Plan

- Student Union Building; 54,485 SF

Goodwill Industries of Orange County

- Masterplan and Phase I Implementation; 35,000 SF

Douglas Choi
Project Designer, LEED AP



Education

Bachelor of Architecture, 1994
California State Polytechnic University
Pomona, California

Registrations / Affiliations

LEED Accredited Professional
ARE candidate for licensure

Qualifications

Doug has 16 years of professional experience in architecture, design, and programming including significant experience in the design of community college, K-12 and other higher education projects. Since joining HPI in 2005 Doug's primary responsibility has been in the design of academic facilities including work on multiple community college projects. Doug will work directly with Larry and the balance of the HPI team to interpret and translate the project program into design options and alternatives, assist in the presentation and communication of the solution to College's project team and refine the design in response to user input.

Qualifications

Selected Project Experience

Cerritos Community College

- Facilities and Purchasing Complex; 34,000 SF

Mt. San Antonio College District

- Buildings 7, 11 and 26 Exterior Renovations
- Math & Science Classroom Building; 63,000 SF
- Parking Structure Precinct Study; 2,200 stalls
- Business & Computer Science Building Precinct Study; 60,000 SF
- Coast Community College District / Orange Coast College
- Facilities Master Plan 2011

- Planetarium Feasibility Study; 9,300 SF

Coast Community College District / Golden West College

- Facilities Master Plan 2011
- Language Arts Complex (FPP); 67,000 SF

Riverside CCD / Norco College

- Operations Center; 21,900 SF

El Camino Community College

- Compton College Central Plant

- Industry and Technology Building Modernization; 105,000 SF

Long Beach Community College District

- Construction Trades I Modernization - Building MM Carpentry and Refrigeration; 18,000 SF

LA Community College District / LACC

- Student Union and Bookstore; 60,000 SF Design Build Competition submittal

LA Community College District / Pierce College

- Horticulture and Animal Science Facility; 29,000 SF

Vanguard University

- Facilities Master Plan
- Student Union Building; 54,485 SF

Los Angeles Unified School District

- Valley Region Elementary School #10; 54,000 SF
- Byrd High School Expansion and Modernization
- Bellingham Elementary School

Prior to HPI

Rancho Santiago College District

- Santiago Canyon College Facilities Master Plan
- Santiago Canyon College Math & Science Building; 70,000 SF

Southwestern Community College District

- Southwestern Community College Child Development Center; 20,000 SF

South Orange County Community College District

- Saddleback College Health Science & District Offices Bldg.; 64,000 SF

North Orange County Community College District

- Cypress College Maintenance & Operations Facility; 14,000 SF

MYERS HOUGHTON PARTNERS

Structural Engineering
Kenneth O'Dell, SE
4500 E. Pacific Coast Highway,
Suite 100
Long Beach, CA 90804
P (562) 985-3200 , Ext. 112
F (562) 985-1011

Registrations/Affiliations

Structural Engineer, CA
Registration No. 4101
Civil Engineer, CA
Registration No. 50370

S & K ENGINEERS

Mechanical, Electrical, Plumbing, Fire
John Holland, P.E., LEED AP
Craig P. Dale, Fire Protection Engineer
421 E. Huntington Drive
Monrovia, CA 91016
P (626) 930-1383
F (626) 930-1997

Registrations/Affiliations

Professional Engineer, CA
CA License # M20430

Professional Contractor
CA License # 796370

HALL AND FOREMAN, INC.

Civil Engineering
Glenn M. Chung, PE
17782 17th Street, Suite 200
Tustin, CA 92780-1947
P (714) 665-4500
F (714) 665-4501

Registrations/Affiliations

Civil Engineer, CA
CA License #62794

Ken O'Dell joined MHP in 1989. Representative projects shown below showcase Ken's experience with DSA and the diversity of education projects executed under his direction:

Mt. San Antonio College – New 63,000 sf Math & Science Building, including Exploratorium and Large Animal Museum.

Mt. San Antonio College – Renovation of Buildings 7, 11, 26 including Planetarium Renovation

Long Beach Community College – Renovation of Buildings AA, BB, CC, DD, EE, & GG

Cerritos College – New 27,100 square foot Maintenance & Operations Building,

Riverside Community College District (Norco) – New 25,000 sf, one-story warehouse, shop and office structure

El Camino College – New 100,000 sf Math & Science Building

El Camino College – Renovation of 105,000 sf Industry & Technology Building

Riverside Community College District (Norco) – New 25,000 sf, one-story warehouse, shop and office structure

Santiago Canyon College – New 38,000 sf Administration/Classroom Building

Mr. Holland has over 30 years of experience in all aspects of Mechanical/Electrical engineering. Representative community college experience includes:

Orange Coast College, Planetarium Feasibility Study/Conceptual Design

Antelope Valley College, Health & Science Building, Lancaster

Citrus College, Center for Innovation, Glendora

College of the Canyons, Aliso Laboratory, Valencia

Mr. Dale has over 25 years of experience in ensuring projects are code-compliant as well as cost efficient.

Santiago Canyon College, Maintenance and Garage

L.A. Mission College, Media Art Center, Sylmar

Victor Valley Community College District, Eastside Public Safety Training, Apple Valley

L.A. Trade-Tech College, Liberal Arts Theater Renovation

Cerritos College, Liberal Arts Building

Mr. Chung has over 16 years of experience as a designer, project manager, project director, and principal in charge. He has extensive experience working with DSA permits and has worked on many upper division education facilities.

Citrus Community College, Various Modernization Projects

Cerritos Community College, Quad Redevelopment and Campus-Wide Infrastructure Planning

Cerritos Community College, Math and Science Building

Chaffey Community College, Education Excellence Center and Science Building Complex

Cypress College, Stormwater Design and Management Services Various Modernization Projects

Cypress College, LLC Modernization Projects

Fullerton Community College, Learning Library Resource Center

Fullerton College, Infrastructure Modernization

Irvine Valley College, Atrium and Life Science Building

Riverside C C District, Norco, Operations Center Norco Campus

MCKAY CONANT HOOVER

IT/Telecom/AV/Acoustics

Dave Conant, FASA

5655 Lindero Canyon Rd., #325

Westlake Village, CA 91362

P (818) 991-9300

F (818) 991-2324

Registrations/AffiliationsBoard Member, Acoustical
Society of America (ASA)National Council of Acoustical
Consultants**O'CONNOR CONSTRUCTION
MANAGEMENT**

Cost Control

John Mauk, CPE, LEED AP

8851 Research Drive

Irvine, CA 92618-4236

P (949) 476-2094

F (949) 476-8294

Registrations/AffiliationsCertified Professional
Estimator / American Society
of Professional EstimatorsLEED Accredited Professional
/ U.S. Green Building CouncilPast President / American
Society of Professional
Estimators, Orange County
Chapter**WOODWARD DIKE
ASSOCIATES**

Landscape Architecture

Woody Dike

11 Via Conocido

San Clemente, CA 92673

P (949) 226-2891

F (949) 481-9429

Landscape Architect: California
#1330, 1971

Dave has over 23 years of technical project management and systems engineering experience. He provided full service acoustic and audiovisual design for the recent renovation and expansion of the **Griffith Observatory, Los Angeles**. Other related projects include Arizona Science Center **Dorrance Planetarium**, Phoenix, AZ; UCSB Santa Barbara Media Arts Technology **Nanosystems Institute**. Following is Dave's Community College related experience:

Orange Coast College: Moore Theater Renovation; Watson Hall renovation**Mt. San Antonio College:** New Performing Arts Center & Expansion;
Acoustical Study & Retrofit Recommendations for the Gymnasium**Pasadena City College:** Arts & Music Building**Foothill College:** Black Box Theater**LA Valley College:** Music & Theater Arts Building; Library, Arts, Music and Theater Building**Pierce College:** Performing Arts Auditorium**West LA College:** Communications & Entertainment Media Arts Center

John Mauk is the Regional Manager in O'Connor's Irvine office. He is responsible for all cost estimating assignments in Southern California.

Orange Coast College: Interdisciplinary Building, Science Building**Santiago Canyon College:** Planetarium**Mt. San Antonio College:** Planetarium, Buildings 7, 11, and 26 Interior Renovations, Math and Science Building, Science Building**Goldenwest College:** Swimming Pool and Locker Rooms, Structural Repairs; Language Arts Complex, New Classroom Building**College of the Desert:** South Annex Villa, Infrastructure Master Plan, Bond Program estimating**East LA College:** Student Services Building, Performing and Fine Arts Center, Infrastructure Improvements Projects, Parking Structure, Physical Plant, Health and Life Science Building, Math and Science Building**El Camino College:** Humanities Building**LA Harbor College:** Athletics Building and Fields, PE and Wellness Center, Southwest Campus Athletic Field, Theater Rigging, Theater/Drama Buildings, Child Development Center, Instruction and Classroom Building, Northeast Academic Building & Student Services Center, Central Plant, Facilities Operations & Maintenance Building, Loop Road, Science Building**Long Beach City College:** Buildings Multi-disciplinary Academic Building, Learning Resources Center

Representative projects shown below showcase the diversity of..education.projects designed under Woody' direction with HPI.

Orange Coast College: 2011 Facilities Master Plan, Planetarium Feasibility Study and Conceptual Planning**Golden West College:** Language Arts Building FPP, 2011 Facilities Master Plan**Long Beach Community College:** Multi-disciplinary Academic Building, Health and Fitness Center,**Mt San Antonio College:** Building 12, Parking Structure/ Business and Computer Science Precinct Planning, Ag Science south slope,**Norco Community College:** Operations Center**Pierce College:** Horticulture and Animal Science**California Baptist University:** School of Business

4. Firm Resources

4a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner with an aggressive schedule in order to meet a client's goal.

The HPI Team combines the resources of HPI's 26 member architectural firm with the collective professional resources of our key consultants. As team leader, HPI will work with the District and Campus to establish a comprehensive work plan identifying project related tasks/milestones and their mutual interdependencies. This schedule will be utilized to commit all team members to the common goal of providing comprehensive, thorough, high quality services within a structured timeline.

HPI's history of repeat service to multiple clients is reflective of our ability to work proactively to manage project schedules, budgets and design expectations. We encourage you to call upon the references listed in Tab 2.

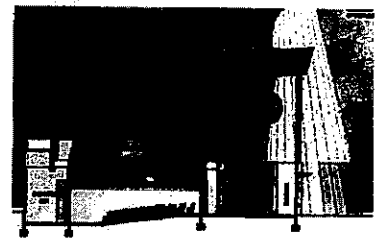
4b1. Experience with projects of similar size and scope and complexity.

- Orange Coast College

Planetarium and Science Exploration Center, 150 seats

Programming, planning and conceptual design

The project was programmed and conceptualized to house a 150 seat planetarium, Foucault pendulum, exhibit areas and staff support spaces. The Planetarium and Foucault are intended for use by the college, the community and K-12 students. The planetarium was initially conceptualized to include a digital and star projection system, while functioning as a large lecture hall. Sited in the heart of the future campus quad, this facility is intended to be an iconic statement, which through its design and siting will stimulate and educate individuals of all ages and backgrounds.



- Mt. San Antonio College

Planetarium Renovation, 75 seats

The 5,300 SF planetarium renovation was part of a larger 212,000 sq ft modernization project for science and humanities. As a part of the project the planetarium was fully renovated including the replacement and installation of a new 35 foot diameter Spitz dome, Digistar Digital Projection System and Chronos II Star Projector systems, replacement of all mechanical and electrical systems, and modernization of restrooms, lobby and exhibit spaces



- Mt. San Antonio College

Exploratorium and Large Animal Museum

The new interactive science exhibit hall (Exploratorium) and Large Animal Display / Museum at 3,600 sq.ft. is part of a larger 63,000 sq. ft. Math and Science Building. The zinc clad facility adjoins and shares a lobby with the larger building but is clearly articulated from the balance of the building is the "jewel" of the Math & Science Complex, a focal point of the Science Courtyard and to signify its importance and uniqueness as a public access facility. The siting of the facility allowed for the creation of public and student oriented circulation and courtyard spaces containing geologic specimens and other demonstration spaces. The facility supports the College's science curriculum, K-12 and community use.



- California State University San Bernardino

Observatory and Science Resource Center, 9,390 SF

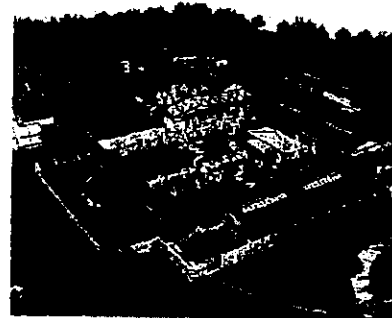
This multi-phased facility will support academic programs of the University within the Department of Physics, College of Natural Science and the Liberal Studies Program. It will serve as a resource center to the University, the public and local area schools. Phase 1, currently nearing completion, houses a night observatory, solar observatory, astronomy lab / lecture space and an observation courtyard. Sited on a prominent hill overlooking of the campus the project is intended to provide a distinguished landmark on the campus, enhancing the image and identity of the University. Attention was given in the placement and design of the Center to the visual and physical experience of the student and visitors; to place and contrast the individual within the context of the site, the University and larger Universe.



• **Los Angeles Community College District**

Horticulture and Animal Science Facility 26,600 SF

The project includes approximately 26,600 asf of specialized classroom and laboratory facilities as well as significant landscape and hardspace improvements to support state-of-the-art instruction in horticultural sciences. The design provides the opportunity for retail sales and supporting public events engaging the campus and the community it serves. The facility was designed to achieve LEED Platinum status and supports lifelong learning and training of horticulturalists and landscape designers in a manner which encourages sustainable design in the environments they will create. The buildings, landscape and irrigation systems act in concert as a teaching environment and learning laboratory. They are tools which form a part of the horticultural curriculum and work holistically to acknowledge California's unique environment and resource issues.



The planning and design respect the character of the original campus and the courtyard planning of the early California missions and ranchos. The west courtyard supports community events; the other focuses on education, demonstration and hands-on applications.

4b2. Integration of flexibility and future technology into the design.

The experience of HPI and our consultant team in the design of college and university facilities has honed our skills in planning for flexibility and the integration of future technology to support evolving programs and technological advances. With respect to technology, this has meant the provision of power, data and communications infrastructure (conduits, raceways, ladder trays, make-up boxes, and access) sized and appropriately located to facilitate change and enhancement over time.

Perhaps as important as the flexibility of the buildings systems to support change is the siting of the proposed Planetarium to allow for and support a future Science Exhibit Hall and embrace the evolving Campus Master Plan.

4b3. Workplan with the current workload and available staffing.

HPI is committed to providing the resources necessary to assist the College / District in meeting any realistic schedule. HPI regularly reviews its backlog and staffing requirements. A detailed staffing plan will be developed in response to the final scope of work.

4c. Explain the firm's technical capabilities in the following areas:

4c1. CAD capability and software proposed to be used to produce the deliverables for the project; and the ability to provide the District with electronic CAD files.

HPI is committed to utilizing AutoCAD based Revit, an integrated building information management/modeling (BIM) tool for production and coordination of contract documents. We can and will provide the District electronic files in Auto CAD format. HPI makes extensive use of 3-D modeling softwares (revit and/or Sketch-up) and various graphic programs (Quark, InDesign, Illustrator, Photoshop, 3D Rendering, etc.) to assist in early visualization of design alternatives and in communications of design solutions.

4c2. Cost Estimate history, comparing cost estimates versus actual bid amount.

HPI has enjoyed a history of tightly controlling project construction budgets. This includes previous projects completed for Orange Coast College. Below we have assembled and summarized bid vs. budget information for the 6 most recent (bid within the last 4 years) public education projects bid by HPI:

Project:	Secondary Effects	Bellingham Elementary School
Bid Date:	Riverside Community College, Norco Campus	Los Angeles Unified School District
A/E Cost Estimate:	February 2011	March 10, 2010
Actual Bid:	\$9,300,000	\$19,474,350
	\$10,800,000	\$18,567,000
Project:	Math and Science Classroom Building	Byrd High School Modernization/Expansion
Bid Date:	Mt. San Antonio College	Los Angeles Unified School District
A/E Cost Estimate:	February/April 2007 (multi-prime)	May 2007
Actual Bid:	\$17,700,000	\$14,500,000
	\$19,387,610	\$17,074,000
Project:	Multi-disciplinary Classroom	Valley Regional Elementary #10
Bid Date:	Long Beach City College, Pacific Coast Campus	Los Angeles Unified School District
A/E Cost Estimate:	June, 3, 2010	2007
Actual Bid:	\$28,000,000	\$25,000,000
	\$22,531,000	\$23,500,000

O'Connor Construction Management (OCCM) has been selected to provide additional cost control expertise to the team. Estimate-to-bid comparisons are the benchmark of any reputable cost engineering firm. Over OCCM's 25 year history, they have tracked bid results for nearly \$2 billion worth of construction. Their average estimate-to-bid variance is 1.11%.

4c3. Quality control / assurance procedures, including coordination of design disciplines, complying with program requirements and conformance with Federal/State/Local applicable code requirements.

HPI employs a documented/formal quality assurance system. Our goal is to confirm the program requirements are met as the project evolves and minimize errors and omissions in our documents to reduce change orders. The HPI system consists of various checklists and outlines of deliverables to ensure the coordination, quality and completeness of our documents, as well as progress meeting agendas and letter templates to communicate with our consultants and clients at project milestones.

Our quality assurance system provides for the following:

- a comprehensive code check in the early stages of project development, early DSA and local jurisdictional collaboration
- check lists of expected deliverables from our consultants for each project phase;
- four in-house checks prior to final submittal
 - Job Captain check for technical coordination and completeness
 - Project Manager check for programmatic completeness
 - Construction Administration check for constructability and avoidance of field problems
 - Completion of the DSA submittal Checklist to insure a timely and smooth in-take process

Our quality assurance system is a dynamic tool, which is constantly evolving and incorporating insights gained on recent projects. Our system offers our Clients and HPI confidence that a consistent level of quality is achieved, that all program components have been incorporated in the design, and that our construction administrator is thoroughly familiar with the documents and the specifics of the project.

4c4. Experience working with State/Local agencies including Department of State Architect, City Public Works and Fire Departments.

HPI has a history of successfully completing projects under the jurisdiction of the Division of the State Architect's Office (DSA). All of HPI's numerous Community College and K-12 projects have been under the jurisdiction of DSA. Much of the work for the State University and University of California Systems has involved review and approval by the State Fire Marshall and/or the Access Compliance Section of DSA. Within the last 5 years HPI has completed or is currently involved in processing through DSA, more through 200 Million Dollars of public school construction projects. In addition, we have worked successfully with local county and city agencies including the local fire authority with our work at Orange Coast College, Vanguard University and on other local projects.

4c5. Experience with upper division educational facilities design

Please refer to the individual resumes included in Tab 3, as well as Clients Served in Tab 2.



June 7, 2011

Jerry Marchbank
Assistant Director of District Facilities
Coast Community College District
1370 Adams Ave
Costa Mesa, 92626

Project: **Orange Coast College Planetarium**

Subject: **Proposal for Architectural Services**

Dear Jerry:

We are pleased to provide the following proposal defining our Project Understanding, Scope of Services and Proposed Compensation for the referenced project.

Parties to Agreement

Coast Community College District (District)
1370 Adams Ave.
Costa Mesa, CA 92626

Hill Partnership Inc. (HPI)
115 22nd Street
Newport Beach, CA 92663

Form of Agreement

District's standard Architectural Services Agreement modified and completed in accordance with this proposal.

Project Understanding

The project consists of a new, approximately 9,200 gsf, single-story Planetarium, Foucault pendulum and related site improvements developed in general conformance with scope defined in the 2009 Feasibility Study prepared by Hill Partnership Inc. under separate contract.

The proposed project site is north of Lewis Hall, east of the Science Lecture Halls and south of the existing Math Building. The project will require demolition of the existing

Planetarium Building however anticipates the existing Reprographics and Math Buildings will remain in service.

For purposes of this proposal the assumed construction value of the project (building, site and Group I equipment) is approximately \$8,320,000. The assumed construction value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and has not been adjusted for inflation. It is recognized that the scope and cost of the project are subject to further adjustment.

Basic Services

HPI's Basic Services shall be consistent with the District's Standard Architectural Services Agreement and shall include normal Structural, Civil, Landscape, Mechanical, Plumbing, and Electrical engineering services.

Detailed Project Programming & Visioning

In response to evolving discussions regarding the functional characteristics of the project, HPI proposes to revisit the Feasibility Study program and provide detailed programming and visioning services including the following:

- Conduct meetings with the campus users and other representatives as deemed appropriate by the District to confirm and or establish qualitatively and quantitatively the functional needs and characteristics of the individual project spaces.
- Review findings with Campus and District Administration.
- Work with users and Campus / District Administration to balance user expectation / needs with the project budget and scope established in the Feasibility Study.
- Develop and obtain approval of a Final Project Program defining spaces/ functions and the related scope of improvements and functional requirements for each space with respect to spatial configuration and adjacencies; finishes; and building systems – mechanical, electrical, telecom/data, security, audio/visual, acoustic performance and other specialized needs.

Audio Visual and Acoustic Consulting Services

HPI proposes to retain McKay Conant Hoover (MCH) to provide consulting and design services for audiovisual systems and to address room acoustics and noise control issues. The scope of these services shall be determined based on the evolving Project Program however shall include:

- **Technology Programming**

Work with the facility users group(s), District representatives, District/ College technology staff, Architect and Architects engineers to develop a technology program that establishes the intent and defines the scope of audiovisual systems

- **Technology Budget**

Establish a preliminary audiovisual budget concurrent with the architectural schematic design phase. Refine budget at subsequent phases.

- **Architectural / Engineering Support**

Provide architectural and engineering planning and design support for integration of the audiovisual systems into the Architectural and Engineering design of the project throughout the SD, DD, CD, Bidding and CA phases of the project.

- **Audiovisual Systems Design Services**

Design, specify and produce technical drawing and specifications for the supply and installation of audiovisual systems. Provide technical support during the bidding, construction and installation phases of the project including inspection of the completed work.

Contingent Additional Services

The following services are specifically excluded from Basic Services. Should such services be required, they shall be provided on request and written authorization of the District/College.

- **Lighting Design Services**
- **Display Design Services**
- **Signage and Graphic Design Services** (code required signage is included as a part of Basic Services)
- **Design and specification of low voltage systems and equipment including security systems.** Basic services of the electrical engineer shall be limited to provision of infrastructure (conduit, back boxes, etc).
- **Design and engineering of off-site utilities and/or other public improvements.**
- **Design and/or specification of moveable furniture, fixtures and equipment.** Specification of Audio Visual equipment is included as a part of the Audio Visual consulting services defined above.

Limits of Service and Exclusions

- HPI's professional services specifically exclude any actions related to the discovery, abatement, replacement, or removal of any environmentally hazardous product, material or process including those containing asbestos, and/or lead paint existing in the facility. Notwithstanding these provisions, it is understood the District will retain the services of an independent contractor to survey and document environmentally hazardous materials. HPI will coordinate its services with the findings of the independent contractor and shall coordinate with the independent contractor and District to include the findings and related work within the bid package for construction. HPI shall be entitled to rely upon the completeness and accuracy of the information provided by the independent contractor and shall assume no responsibility or liability for the accuracy or completeness of the information provided by the independent contractor.

District's Responsibilities

District's responsibilities shall include the following:

- Provide boundary, topographic and utility survey of the subject site and utility improvements. HPI shall be entitled to rely upon the base topographic and utility surveys and other information provided by the District.
- Provide geotechnical engineering and environmental testing services as required for the project.
- Provide all other consulting services other than those enumerated above as part of HPI's basic services.

Compensation:

- **Basic Services:**

Pursuant to the State's Fee Guidelines, HPI proposes to provide the services described above on a fixed fee basis of Six Hundred Sixty Five Thousand Six Hundred Dollars (\$665,600.00) as follows:

Assumed Project Construction Value	\$8,320,000
Basic Services	8%

$\$8,320,000 \times 8\% = \$665,600.00$

Schematic Design Phase	10%	\$ 66,560
Design Development Phase	20%	\$133,120
50% Construction Document Phase	20%	\$133,120

95% Construction Document Phase (DSA submission)	20%	\$133,120
100% Construction Document Phase (DSA approval)	5%	\$ 33,280
Bid Phase	5%	\$ 33,280
Construction Phase	20%	\$133,120

It is understood that the District/College shall authorize Basic Services on a Phase-by-Phase basis.

The Assumed Project Construction Value is consistent with the 2009 Preliminary Estimate of Probable Construction Cost and has not been adjusted for inflation. It is understood and agreed that the scope and cost (construction value) of the project are subject to further adjustment at the conclusion of Schematic Design (SD) and Design Development (DD) Phases of the Project. Therefore it is agreed that compensation for Basic Services shall be adjusted consistent with an agreed upon Adjusted Estimate of Probable Construction Cost provided at the conclusion of SD and DD Phases so that the total compensation for Basic Services shall be equal to 8% of the Adjusted Estimate of Probable Construction Cost.

- Detailed Project Programming and Visioning Services:

HPI proposes to provide the Programming and Visioning services described above, inclusive of MCB's Technology Programming Services (establishing the intent and defining the scope of audiovisual systems) on an hourly basis not to exceed Fifteen Thousand Dollars (\$15,000.00).

- Audio Visual Consulting and Design:

HPI purposes to provide audio visual consulting and design services on a fixed fee basis to be determined at the conclusion of the Programming Phase of services.

- Contingent and Other Additional Services

On a Time and Material Basis in accordance with HPI Standard Hourly Rates (Attachment A)

- Reimbursable Expenses

In accordance with HPI's Standard Hourly Rates (Attachment A)

Jerry Marchbank
June 7, 2011
Page 6

Jerry, this proposal is intended to reflect my conversations with Dr. Pagel of Monday, June 6, 2011. Please review the above information with Dr. Pagel. If this proposal meets with your approval, we will assist you to incorporate it into the District's Architectural Services Agreement with any open issues to be negotiated to the mutual satisfaction of both parties.

We at HPI are excited about this opportunity of providing our professional services to Orange Coast College and the Coast Community College District.

Sincerely,

HILL PARTNERSHIP INC.

Lawrence A. Frapwell, Architect
President

Attachment

cc: Dr. Richard Pagel

**COAST COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT
(MULTI-YEAR)**

1. **Parties.** The Coast Community College District ("District") and **Fabienne McPhail Naples** ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator in the position of **Vice President of Student Success.**

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing **7/1/11** and ending **6/30/13**. This Agreement expires on **6/30/13**, and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, the District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.

6. **Salary.** District shall pay a salary to Administrator according to Salary Schedule **D, Range 34, Step 7** (Currently **\$147,451.87**), payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.

7. **Work Year.** The work year for this Agreement is 12 months.

8. **Health and Welfare Benefits.** District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related

expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,

11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and *Education Code* § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.

12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.

13. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.

14. **Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

15. **Buy-Out of Agreement.** Pursuant to *Government Code* § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

16. **Reassignment During the Term of the Agreement.** The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.

17. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

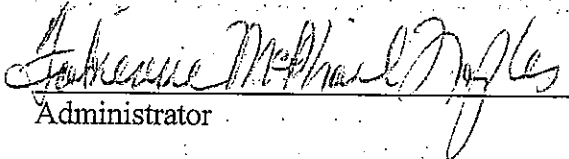
18. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

19. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.


The Parties have duly executed this Agreement on the dates indicated below.

Jerry Patterson
President, Board of Trustees

Date



Administrator



Date



STANDARD INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM

TRANSFER AGREEMENT

BETWEEN

COAST COMMUNITY COLLEGE DISTRICT

AND

THE UNIVERSITY OF SOUTH FLORIDA

1. **Parties.** This Standard International Student Dual Admission Program Transfer Agreement ("Agreement") is made between Coast Community College District ("Coast"), on the one hand, and the University of South Florida ("USF"), a public body corporate of the State of Florida, with respect to Coast's International Student Dual Admission Program ("Program"). Coast and USF are referred to herein as "Party" and collectively as the "Parties."
2. **Recitals.** This Agreement is based on the following factual Recitals:
 - A. The Parties recognize the vital importance of a successful transfer program for qualified Coast international students who are eligible to transfer to USF.
 - B. Coast operates three community colleges -- Orange Coast College, Golden West College, and Coastline Community College -- each of which is a duly accredited educational institution by the Accrediting Commission of Community and Junior Colleges, within the umbrella of the Western Association of Schools and Colleges.
 - C. Coast shall ensure that all of the students in the Program are required to satisfy all applicable transfer requirements for admission into USF.
 - D. Coast desires to affiliate with USF in order that the students in the Program will be guaranteed successful transfer to USF.
 - E. The Parties desire to enter into this Agreement in order to memorialize their respective rights, duties, and obligations with respect to guaranteed transfer to USF for eligible Coast students in the Program.
3. **Obligations, Duties, and Rights of Coast**
 - A. Coast shall recruit and admit qualified international students into the Program.
 - B. Coast shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation.
 - C. Coast shall confirm the participating students' required F-1 visa status and shall maintain required immigration-related documents. Upon students' compliance with applicable federal and state law, a Coast college shall issue the required I-20 form to each student.
 - D. Coast shall verify the students' financial status pursuant to law.

- E. Coast shall provide the students with the first two years of college-level transfer course work, including general education requirements, and shall award the students the Associate Degree upon the students' successful completion of such course work.
- F. Coast shall assist students with identifying and meeting USF's transfer requirements and standards for admission.
- G. Coast shall notify USF when a student has expressed an interest in USF.

4. **Obligations, Duties, and Rights of USF**

- A. USF will admit students based on the academic catalog year of their admittance into the Program.
- B. USF agrees to conditional admission of the students at the time they are admitted into the Program. Students will be eligible for full admission into USF when they have complied with each of the following:
 - (i) Completion of all Coast general education requirements.
 - (ii) Eligibility to receive an Associate Degree from Coast.
 - (iii) Any additional general education requirements or prerequisites for the intended major which are available at a Coast college, as established by USF.
 - (iv) Maintenance of a minimum grade point average in college-transferable courses at Coast, as established by the USF at the time of the student's admission into the Program.
 - (v) Compliance with all USF admission requirements, procedures, and deadlines.
- C. USF shall provide Coast with a list of all academic majors.
- D. USF shall provide Coast, on an annual basis, a list of academic majors which are exempted from student transfers under this Agreement.
- E. USF shall accept students who have completed all college-level lower division courses in an academic major with grades established by USF into that academic major.
- F. USF shall update Coast with any information that will affect student transfer.

5. **Nondiscrimination**. The Parties agree not to unlawfully discriminate in the selection, placement, or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, sexual preference, and/or medical condition.

6. **Indemnification by Coast**. Coast agrees to indemnify, defend, and hold harmless USF and its officers, employees, agents, and volunteers from any and all claims, actions,

losses, damages and/or liability arising out of the performance of this Agreement which may arise because of the negligence or misconduct of Coast, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of Coast, for any costs and expenses incurred by USF on account of any claims thereof, except where such indemnification is prohibited by law.

7. **Indemnification by USF.**

- A. USF is a public body corporate of the State of Florida, and the university's "self insurance" limitations are provided by law. USF provides general liability insurance with the limits of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) per person, Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II.
- B. To the extent permitted by Section 768.28, Florida Statutes, both parties shall indemnify and hold harmless the other from and against any claim, liability, demands, expenses, court costs, and other fees arising from and out of the negligence of its officers, faculty, staff, and employees, or agents of their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party's Sovereign Immunity under the Florida Law.

8. **Governing Law/Venue.** Any legal actions arising under this Agreement commenced by Coast shall be filed in a court of competent jurisdiction in Orange County, California. Any legal actions arising under this Agreement commenced by USF shall be filed in a court of competent jurisdiction in _____ County, _____.

9. **Assignment.** Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either party in its sole and absolute discretion.

10. **Effective Date/Termination.** This Agreement shall become effective on _____, and shall remain in effect until _____. Either Party may terminate this Agreement without cause by providing at least ninety days prior written notice to the other Party of its intention to terminate.

11. **Notices.** Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, by facsimile, or by U.S. certified mail. Notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of transmission. Notices sent by certified mail shall be effective 48 hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph.

To The University of South Florida:

Ralph C. Wilcox
University of South Florida
4202 E. Fowler Avenue, CGS401
Tampa, Florida 33620
Fax: (813) 974-5093

To Coast Community College District:

Chancellor
Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626
Fax: (714) 438-4882

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

University of South Florida

University of South Florida Board of
Trustees, a public body corporate of the
State of Florida

COAST

By: _____

Ralph C. Wilcox
Provost & Executive Vice President

Date: _____

By: _____

President, Board of Trustees
Coast Community College District

Date: _____