



IMPERIAL COMMUNITY COLLEGE DISTRICT

Request for Qualifications and Proposals
#19-20-01

For
Electrical Engineering Services

**Building 700 Transformer Replacement
And
Exterior Lighting Upgrades**

RFQ Deadline:

August 13, 2019 @ 2:00 p.m.

Imperial Community College District
Mr. Robert Turner, Project Manager
380 Aten Road
Building 10, Room #16
Imperial, CA 92251

**IMPERIAL COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS; RFQ NO. 19-20-01
FOR ELECTRICAL ENGINEERING SERVICES**

**Building 700 Transformer Replacement
and Exterior Lighting Upgrades**

Imperial Community College District (“District”) requests that architectural and engineering services firms (“Respondents”) submit written responses to this RFQ for Electrical Engineering Services.

1. Request for Qualifications.

1.1. General.

1.1.1. Purpose of RFQ. This RFQ is for the District’s selection and retention of a qualified engineering services firm to provide design and related services for two (2) specific Projects: (i) Building 700 Transformer Replacement (“Transformer Project”); and (ii) Exterior Lighting Upgrades (“Lighting Project”). The Transformer Project and the Lighting Project are collectively referenced herein as “the Projects”.

1.1.2. Obtaining RFQ. This RFQ may be obtained from the District by visiting the District’s website at <https://www.imperial.edu/about/request-for-proposals/>

1.1.3. Architectural/Engineering Firm RFQ Responses. The nature and scope of the design professional services subject to this RFQ are in the nature of electrical engineering services. The District will consider Proposals only if submitted by architectural services or electrical engineering consulting services firms.

1.2. District RFQ Contacts. Questions or other communications relating to this RFQ shall be directed to the District at:

Imperial Community College District
Robert Turner, Senior Project Manager
380 East Aten Road
Building 10, Room #16
Imperial, CA 92251
robert.turner@imperial.edu
(760) 355-6427

1.3. Prohibited Interests. No employee, officer, agent or representative of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve the Contract subject to this RFQ, shall have direct or indirect financial interest in the Contract or any part thereof.

1.4. Unauthorized Communications. Unless and except when requested to do so in writing by the District or as otherwise permitted by this RFP, Respondents shall not, prior to award of the Contract, communicate directly or indirectly, by any medium and by any means, with: (i) any member of the RFQ Selection Committee; (ii) any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ; (iii) any employee or representative of the District; or (iv) any member of the District’s Board of Trustees.

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

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

1.7. Public Records. Except for materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked “Confidential” or “Proprietary,” all materials submitted in response to this RFQ are deemed property of the District and public records upon submission to the District. Financial statements are not subject to disclosure under the Public Records Act. The foregoing notwithstanding, the District may reject for non-responsiveness the RFQ Response of a Respondent who indiscriminately notes that its RFQ Response or portions thereof are “Trade Secret” “Confidential” or “Proprietary” and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFQ Responses, or portions thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosures of the contents of any portion of a RFQ Response deemed exempt from disclosure hereunder, by submitting a response to this RFQ, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys’ fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District’s sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

1.8. Errors/Discrepancies/Clarifications to RFQ. If a Respondent encounters errors or discrepancies in this RFQ or portions hereof, the Respondent shall immediately notify the District of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFQ shall submit the requested clarification in writing to the District. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFQ or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFQ from the District. All requests for clarification of this RFQ must be submitted and actually received by the District no later the date/time set forth in Paragraph 4.1 below. The District will not respond to clarification requests submitted thereafter. All communications to the District shall be as set forth in Paragraph 1.2 above.

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

1.10. Proposal As Irrevocable Offer. Proposals shall be considered irrevocable offers for a period of ninety (90) days after the latest date for submitting Proposals and may not be withdrawn during this period without consent of the District which may be granted, conditioned or denied in the sole discretion of the District.

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

Attachment A	Qualifications Statement
Attachment B	Agreement for Engineering Services (“Engineering Contract”)
Attachment C	Proposal

3. The District and the Projects.

3.1. The District.

3.1.1.The Imperial Community College District is seeking a qualified Architectural services or electrical

engineering consulting services firm to perform the necessary professional services for the programming, schematic design, design development, construction document production, DSA submittal and approval, bidding phase services and construction administration for 2 upcoming upgrades at the Imperial Valley Campus.

Firms must demonstrate the requisite experience and expertise in providing services for similar programs as well as the expertise in working with project management, district staff, and various user groups.

3.1.1 The Transformer Project.

Provide a design for Replacement of two (2) existing High Voltage Transformers serving Building 700. Project will be designed as a single bid, design/bid/build project. Electrical Engineer will be responsible for submitting to The State of California, Division of the State Architect (DSA) for approval. Any structural requirements for equipment pads or other DSA requirements including fees and engineer stamps will be the responsibility of respondent. Design Services shall include; Construction drawings for electrical systems using computer aided drafting, site visits and client meetings as determined necessary by project manager. Submittals required at 50% and 100% completion for review by project manager. Final bid documents will be provided following incorporation of all DSA required revisions. Prior to bidding, estimate of probable cost shall be provided to project manager. All request for information (RFI) answers and addenda required, shall be provided during bidding phase. Construction Administration Services shall include consultation and clarifications, including response and processing of request for information (RFI), Review submittals and shop drawings for approval. Site meetings during construction as determined necessary by project manager, observation of construction at key intervals to certify compliance with contract documents, underground inspection and final electrical inspection.

3.2. The Lighting Project.

Provide a design for exterior lighting upgrades at track, campus perimeter road at designated area near building 3100 and designated area near maintenance warehouse. Project will be designed as a single bid, design/bid/build project. Electrical Engineer will be responsible for submitting to The State of California, Division of the State Architect (DSA) for approval. Any structural requirements for equipment pads or other DSA requirements including fees and engineer stamps will be the responsibility of respondent. Design Services shall include; Construction drawings for electrical systems using computer aided drafting, site visits and client meetings as determined necessary by project manager. Submittals required at 50% and 100% completion for review by project manager. Final bid documents will be provided following incorporation of all DSA required revisions. Prior to bidding, estimate of probable cost shall be provided to project manager. All request for information (RFI) answers and addenda required, shall be provided during bidding phase. Construction Administration Services shall include consultation and clarifications, including response and processing of request for information (RFI), Review submittals and shop drawings for approval. Site meetings during construction as determined necessary by project manager, observation of construction at key intervals to certify compliance with contract documents, underground inspection and final electrical inspection.

4. RFQ Response.

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

Activity	Completion Date
Release of Request for Qualifications	Thursday, July 25, 2019
Last day for clarification requests by respondents	Tuesday, August 06, 2019
Responses to clarifications issued on IVC website	Friday, August 09, 2019
Request for Qualifications Deadline	Thursday, August 15, 2019 2:00 PM

4.2. Submission of RFQ Responses.

4.2.1. Deadline for Submission of RFQ Response. *The deadline for submission of RFQ Responses is set forth in Paragraph 4.1.* RFQ Responses which are not actually received in the office of the District's Project Manager at or prior to the deadline for submission of RFQ Responses will be rejected by the District for non-responsiveness. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom's daily delivery routine. A response to this RFQ which is received in the District's central mailroom will not be deemed received by the office of the District's Project Manager until delivery of such item is effectuated to the office of the District's Project Manager. Accordingly, Respondents are encouraged to personally deliver RFQ Responses directly to the office of the District's Project Manager or to retain a private service to personally deliver RFQ Responses to the Office of the Districts Project Manager at the location described in item 1.2

4.2.2. RFQ Response Submittal. RFQ Responses shall be submitted in sealed envelopes with the outer envelope prominently marked with: (i) Respondent Name; (ii) RFQ Number; and (iii) Project Name. RFQ Responses must be submitted to the District at or prior to the deadline for submitting RFQ Responses. RFQ Responses submitted after the deadline for submitting RFQ Responses are non-responsive and will be rejected without review or consideration.

4.2.3. Location for Submitting RFQ Responses. RFQ Responses must be submitted directly to the District at:

Imperial Community College District
Robert Turner, Project Manager
380 East Aten Road
Building 10, Room #16
Imperial, CA 92251

4.3. RFQ Response Contents/Format.

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

- 4.3.2. Additional Materials.** Respondents are not prohibited but are discouraged, from submitting materials in addition to those specifically responding to the matters noted in Paragraph 4.4 below. If a Respondent elects to submit materials with its RFQ Response which are in addition to the matters described in Paragraph 4.4 below, the Respondent shall separately bind all such additional materials from the RFQ Response addressing the matters set forth in Paragraph 4.4.
- 4.3.3. Copies of RFQ Response.** Each Respondent shall submit one (1) complete electronic version on a flash drive, one (1) original and five (5) copies of their respective RFQ Responses.
- 4.3.4. RFQ Response Format/Contents.** Each RFQ Response must conform to the following described format and must include the content described below. Failure of a Respondent to submit its RFQ Response in a format and with content conforming to the following requirements will be a basis for the District's rejection of such RFQ Response for non-responsiveness.
- 4.3.5. Cover Sheet.** Identify the submittal as the Response to this RFQ and an identification of the firm submitting the RFQ Response along with the firm's address, telephone/fax numbers and email addresses of the firm's principal contacts in connection with this RFQ or the RFQ Response.
- 4.3.6. Letter of Interest.** Include a brief letter expressing the interest of the Respondent in providing electrical engineering services for the Projects. Provide contact information, including the telephone number, fax number and email address for the personnel of the Respondent who will be receiving notices and other communications from the District regarding the RFQ. The letter of interest should be bound with other materials responding to this RFQ.
- 4.3.7. Table of Contents.** Include a Table of Contents reflecting each of the following sections of the RFQ Response:
- Tab 1; Statement of Qualifications.** Complete the Statement of Qualifications attached as Exhibit A to this RFQ for the Respondent.
- Tab 2; Relevant Project Experience.** Provide additional details of the Projects identified in the Statement of Qualifications which reflect the skills, experience and other qualifications of the Respondent to successfully complete necessary engineering services for the Projects. Include in the discussion of relevant project experience, the experience of the Respondent for the following: (i) conformity to schedule and budget requirements; (ii) California community college projects; (iii) projects subject to Division of State Architect ("DSA") review and approval. This section of the RFQ Response shall not exceed fifteen (15) pages.
- Tab 3; Proposed Project Team.** Identify the key members of the Respondents' staff that will be assigned to design, bidding or construction phases of the Projects. For each member of the Respondents' organization, provide brief descriptions of the relevant qualifications and background. Do not include resumes for the proposed personnel of the Respondent; personnel resumes are to be bound and incorporated into Tab 4 (Personnel Resumes) section of the RFQ Response. Include an organization chart illustrating the relationships: (i) among the Respondent's proposed Project Team; and (ii) between the proposed Project Team and the District.
- Tab 4; Project Personnel Resumes.** Provide a current resume for each member of the Respondent's personnel identified in Tab 3, Proposed Project Team.
- Tab 5; Project Approach.** Provide a description of the proposed Project Team's approach

and methodology to completing tasks necessary to complete the Basic Services set forth in the Engineer Contract. Include a detailed description and discussion of measures the Respondent utilizes for quality assurance and quality control of Design Documents to minimize errors or omissions and to complete construction of the Projects within the District’s schedule and budget.

Tab 6; This tab is left blank intentionally.

Tab 7; Insurance Certificates. Provide copies of Certificates of Insurance for the Respondent. Required Certificates of Insurance and minimum coverage limits for each policy of insurance are as set forth below.

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

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

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

5. RFQ Evaluations.

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

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

5.3. Evaluation Criteria. The following set forth the criteria by which each RFQ Response will be evaluated and the relative weight of each evaluation criteria out of 100 points.

5.3.1. Completion of Basic Services With Respondent’s Own Employees (maximum 20 points). The RFQ Response of a Respondent who proposes to complete Electrical Engineering Basic Services under the Engineer Contract with the Respondent’s own employees will be scored with twenty (20) points. The RFQ Response of a Respondent who

proposes to complete Electrical Engineering Basic Services under the Engineer Contract by a combination of the Respondent's own employees and employees of one or more sub-consultants to the Respondent will be scored with ten (10) points. The RFQ Response of a Respondent who proposes to complete all or substantially all of the Electrical Engineering Basic Services under the Engineer Contract by employees of one or more sub-consultants to the Respondent will be scored with five (5) points.

5.3.2. Relevant Experience and Ability (maximum 15 points). The Respondent and its proposed Project team will be evaluated based on experience as engineers for recent projects similar in size, scope, use and complexity as the Projects subject to this RFQ.

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

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

5.3.5. Client Responsiveness (maximum 10 points). The District will evaluate the prior experience and success of the Respondent and its proposed Project team to establish effective working relationships within the setting of higher education institutions, including the relationships with management, administrative, technical and end-user staff of prior clients, relationships with other project consultants and participants on prior projects.

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

5.3.7. Pricing Proposal (maximum 20 points). The District will evaluate each Respondent's proposed methodology to establish the Contract Price due the Respondent for the Projects for reasonableness of approach and reasonableness of costs by application of the proposed pricing methodology.

5.4. Highest Scored RFQ Evaluation. The RFQ evaluation score for each RFQ Response will be the average cumulative evaluation score of the Selection Committee members. The Selection Committee recommendation for award of the Engineer Contract will be to the Respondent submitting the highest scored RFQ Response.

5.5. Award of Engineer Contract. Upon completing evaluation and scoring of timely submitted RFQ Responses, the Selection Committee will make a recommendation to the District's Board of Trustees for the award of the Engineer Contract to the Respondent submitting the highest scored RFQ Response. Notwithstanding any recommendations of the Selection Committee, action to award the Engineer Contract is vested solely in the Board of Trustees.

[END OF SECTION]

**QUALIFICATIONS STATEMENT
(RFQ Attachment A)**

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

1. Respondent Information.

1.1. Respondent Name. _____

1.2. Form of Entity. Check appropriate box.

- Corporation

(State of Incorporation & Corporate Registration No.)
- Partnership

(Describe type of partnership i.e., general partnership, limited partnership)
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture

(Identify each member of Joint Venture and form of entity of each Joint Venturer)
- Sole Proprietorship

(Identify all equity owners)

1.3. Contact Person.

Name	_____
Address	_____ (Street Address)
	_____ (City, State and Zip Code)
Phone/Fax	(_____) _____ (_____) _____ (Phone) (Fax)
Email Address	_____

1.4. Years In Business. The Respondent has provided engineering or design professional services under Respondent's current trade/business name. _____

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

- Yes
- No

If "Yes" identify all prior trade/business names used by Respondent in the prior ten (10) years: _____.

2. Prior Experience. Provide a summary of engineering services provided by the Respondent to a California community college district and/or a California K-12 public school district within the past five (5) years for: (i) facilities scheduled and deferred maintenance; (ii) building equipment/systems repairs; (iii) facilities renovations/modernizations; and (iv) capital improvements. Provide the summaries in the format set forth below. Attach additional summaries as necessary and identify each additional summary by sequential "Assignment No." numbering.

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

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

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

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

- Yes
 No (not qualified)

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

- Yes
 No (not qualified)

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

- Yes
 No (not qualified)

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

- Yes (not qualified)
 No

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

- Yes (not qualified)
 No

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

- Yes (not qualified)
 No

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

- Yes (not qualified)
 No

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

- Yes (not qualified)
 No

4. Claims and Disputes.

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

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

- Yes
 No
 Not Applicable, the Respondent is not a Registered Engineer

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

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

- Yes
 No
 Not Applicable, the Respondent is not a Registered Engineer

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

4.3. Respondent Architect Board Reported Claims. Within the past ten (10) years, has the Respondent or Respondent's predecessor(s) reported to the California Architects Board ("Board") any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater, as required by California Business & Professions Code §5588(a)?

- Yes
 No
 Not Applicable, the Respondent is not a Licensed Architect.

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

4.4. Professional Liability Insurer Architect Board Reported Claims. Within the past ten (10) years, has any professional liability insurer for the Respondent reported to the California Architects Board ("Board") payment by the professional liability insurer of any civil action judgment, settlement, arbitration award, or administrative action resulting in a judgment, settlement, or arbitration award against the Respondent or Respondent's predecessor in any action alleging fraud, deceit, negligence, incompetence, or recklessness in the practice of architecture where the judgment, settlement, or arbitration award was five thousand dollars (\$5,000) or greater, as required by California Business & Professions Code §5588.1?

- Yes
 No
 Not Applicable, the Respondent is not a Licensed Architect.

If "Yes" on a separate attachment, provide details of: (i) amount of judgment, settlement or

arbitration award; and (ii) amount paid by the professional liability insurer.

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

- Yes
- No

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

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

- Yes
- No

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

5. Authority. The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Respondent acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Response shall be deemed non-responsive and the Respondent will not further participate in the RFQ process.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Name and Title)

AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES

This Agreement for Electrical Engineering Services (“Agreement”) is entered into [Click here to enter a date.](#) by and between **IMPERIAL COMMUNITY COLLEGE DISTRICT**, a California Community College District (“District”) and _____ (“Engineer”); the District and the Engineer are collectively referred to herein as “the Parties.” This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, the two (2) high-voltage transformers serving Building 700 on the District’s Imperial Valley College camps require replacement (“Transformer Project”).

WHEREAS, the District desires to add sports lighting to the existing football field and track, perimeter roadway lighting between Building 3200 and the track, Obstacle Course area lighting and exterior lighting around Building 3200 (“Lighting Project”); the Transformer Project and the Lighting Project are collectively referred to herein as the “Assigned Projects”.

WHEREAS, in or about June, 2019, the District issued a Request for Qualifications (“RFQ”) pursuant to which the District solicited proposals to provide Engineering Services.

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

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

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

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

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

1. Basic Services.

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

1.2. Relationship of Engineer to Other Assigned Project Participants. The Engineer’s services hereunder shall be provided in conjunction with contracts between the District and other Assigned Project participants including the Contractor, the Project Manager, if one is retained by the District for an Assigned Project. The Engineer’s services and the Design Documents prepared by or through the Engineer for the Assigned Projects shall conform to processes, procedures and standards established by the District and/or processes, procedures and standards established by the Project Manager or the District for the Assigned Projects. The Contractor awarded the Construction Contract for an Assigned Project is responsible for

performance of its obligations under the Construction Contract. Engineer's services hereunder shall not be deemed or construed to be Engineer's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety during construction of the Project, all of which are and remain the responsibility of the Contractor.

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

Project to ascertain existing conditions, facilities or other improvements on or about the Site of the Assigned Projects as necessary to produce complete and accurate Design Documents for the Assigned Projects. If the Assigned Projects involves any existing improvements, the Engineer shall review any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District and Project Manager in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District.

1.9. Obligation to Design Within Construction Budget. A material obligation of the Engineer under this Agreement and in connection with each Assigned Project hereunder is the Engineer's development and preparation of Design Documents for each Assigned Project that can be constructed (under the then current marketplace conditions) within the Construction Budget established by the District for the Assigned Project. Design Documents for the Assigned Projects shall include features, elements, components or other items which may be added to or deleted from the scope of the Assigned Project without impairing the size, intended uses, functions or occupancy of the Assigned Project ("Design Alternatives"). The election to incorporate any Design Alternatives into an Assigned Project shall be solely that of the District. Basic Services of the Engineer include incorporation of District selected Design Alternatives into the Design Documents for an Assigned Project.

1.10. Conformity to District Standards. Design Documents prepared by or through the Engineer for an Assigned Project shall conform to District standards for materials, equipment and/or workmanship. Modifications of the Design Documents for an Assigned Project to conform to District materials, equipment or workmanship standards shall be without adjustment of the Contract Price for the Assigned Project.

1.11. Compliance with Regulatory Agencies. The Engineer shall respond to and comply with all requests relating to an Assigned Project made by any federal, state, regional or local governmental or quasi-governmental agency with jurisdiction over any portion of an Assigned Project ("Regulatory Agencies"). All of the Engineer's verbal communications with Regulatory Agencies shall be reduced to writing. The Engineer shall copy the District Representative with all written communications received from any of the Regulatory Agencies relating to an Assigned Project or generated by the Engineer to any Regulatory Agency relating to an Assigned Project. The Engineer shall be responsible and liable to the District for all consequences of the Engineer's failure or refusal to timely, completely and accurately respond to any communications or requests from/by/between Regulatory Agencies relating to an Assigned Project.

2. Basic Services; Pre-Design (Programming) Phase.

2.1. General. The Engineer shall review the Construction Budget and other information provided by the District regarding the Assigned Projects to ascertain the requirements and constraints of the Assigned Projects.

2.2. Site Observations. The Engineer shall visit the Site of the Assigned Projects to become familiar with physical conditions and existing improvements at the Site as they relate to design of Assigned Projects. The Site observations of the Engineer do not include observations of concealed conditions. The foregoing notwithstanding, by conducting Site observations, the Engineer is responsible for noting and incorporating patently observable existing Site conditions into the Assigned Projects Design Documents. The Engineer shall review and verify the accuracy of any materials provided to the Engineer by or through the District relating to the as-built and existing condition of the improvements on or about the Site. The Engineer shall promptly notify the District in writing of discrepancies encountered between the existing conditions observed by the Engineer and the materials provided by or through the District; failure of the Engineer to do so shall result in the Engineer's assumption of responsibility for

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

3. Basic Services; Working Drawings Phase.

3.1. General. The Engineer shall prepare Working Drawings consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and Specifications. Working Drawings shall include without limitation: (i) a general description of the Assigned Project; (ii) conceptual site plan; (iii) preliminary building plans; (iv) sections and elevations; and (v) other documents requested by the District relating to the design of the Assigned Projects.

3.2. Working Drawings. As required for the Assigned Projects, Design Documents completed by the Engineer in the Working Drawings phase for the Assigned Projects shall include without limitation the following:

3.2.1. Demolition Plans. Identification of existing facilities and improvements to be demolished, including without limitation, description of items, systems, materials and/or equipment to be: (i) abandoned in place, (ii) removed, or (iii) salvaged.

3.2.2. Design/Details. Development and expansion of the Assigned Projects requirements to establish the scope, relationships, forms, sizes and appearance through: (i) plans, sections and elevations; (ii) typical construction details; (iii) materials selections; and (v) equipment layouts.

3.2.3. Structural Design/Documentation. If the scope of the Assigned Projects require structural engineering, development of the specific structural system(s) and materials with sufficient detail to establish: (i) basic structural system and dimensions; (ii) final structural design criteria; (iii) foundation design criteria; (iv) sizing of major structural components; (v) critical coordination clearances; and (vi) outline specifications or materials lists.

3.2.4. Electrical Design/Documentation. Develop electrical design to establish: (i) fixtures, equipment sizes and capacities; (ii) equipment layouts; (iii) required space for equipment and fixtures; (iv) required chases and clearances; (v) visual impacts; and (vi) energy conservation measures.

3.3. Drawings and Specifications. The Engineer shall prepare Working Drawings consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work of the Assigned Projects with sufficient clarity, coordination and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget. Working Drawings shall include without limitation: (i) details establishing and defining the scope, relationships, forms, size and appearance of the Assigned Projects and component parts thereof by site plans, floor plans, elevations, cross sections and other documents or calculations necessary to accurately depict design of the Assigned Projects; (ii) typical construction details; (iii) equipment and materials specifications and layouts; (iv) dimensions as necessary to accurately depict design of the Assigned Project or as consistent with professional engineering practices; and (v) complete and detailed written Specifications establishing and defining workmanship standards, materials/equipment standards or performance requirements, administration of the Construction Contracts for the Assigned Projects and similar matters. The Working Drawings shall be one hundred percent (100%) complete dimensioned plans, elevations, sections, details, schedules and diagrams drawn with a computer aided drafting (CAD) program and provided to client including all necessary support files (x-ref, shx, etc) necessary to be fully functioning files. Without limiting the generality of the foregoing component parts of the Drawings shall include:

- 3.3.1. Demolition.** Complete and detailed descriptions of the existing facilities and improvements to be demolished, to remain in place or to be re-located, including specific direction for the removal, disposal, recycling or other handling of materials or equipment of the existing facilities and improvements to be demolished.
- 3.3.2. Structural.** Structural details, notes and calculations.
- 3.3.3. Electrical.** Details of power service to the Assigned Projects, power plans showing primary cable, raceways, feeder conduits, electrical loads, duplex and special receptacles and branch circuitry design, connections with other building systems, including fire/life-safety, mechanical and telecommunications, grounding details, penetration details. The Drawings shall include interior/exterior lighting with control systems, lighting panels, switching and circuiting, installation details, conduit/wire size notes for lighting branch circuits.
- 3.3.4. Specifications.** The Specifications shall be complete and incorporate all requirements for workmanship, materials, equipment and other requirements for the Assigned Projects.
- 3.4. Review of Working Drawings Status.** At such time and according to the districts project schedule schedule, as the Engineer achieves fifty percent (50%) completion of the Working Drawings, the Engineer shall submit the fifty percent (50%) completed Working Drawings to the District and Project Manager for review and acceptance. Within fourteen (14) days of the Engineer's submittal of the fifty percent (50%) completed Working Drawings to the District and Project Manager, the District and Project Manager shall submit review comments to the Engineer. Promptly after submittal of review comments to the Engineer, the District, Project Manager and Engineer will meet and confer to address review comments and the Engineer's incorporation of review comments into the final Working Drawings.
- 3.5. Final Working Drawings.** Upon completion of the Final Working Drawings on the districts project schedule for an Assigned Project, the Engineer shall submit the Final Working Drawings to the District and Project Manager for review and acceptance. The Engineer shall, without adjustment of the Contract Price, revise the Final Working Drawings as necessary to obtain District and Project Manager acceptance of the entirety of the Final Working Drawings. The Engineer shall not submit Final Working Drawings for an Assigned Project to DSA until the District and Project Manager have accepted the Final Working Drawings for the Assigned Project.
- 3.6. Detailed Construction Cost Estimate.** At such time as the Engineer achieves fifty percent (50%) completion of the Working Drawings for each Assigned Project, the Engineer shall prepare a detailed Construction Cost Estimate for each Assigned Project as depicted in the fifty percent (50%) completed Working Drawings ("the 50% Estimate"). If the detailed 50% Estimate materially exceeds the Construction Budget for an Assigned Project, the Engineer shall revise the Working Drawings as necessary so that the 50% Estimate conforms with the Construction Budget for the Assigned Project. Revisions of the Working Drawings shall be without adjustment to the Contract Price for the Assigned Project unless the District shall have directed modifications or inclusions to the scope of the Assigned Project or component parts thereof which cause the Construction Budget for the Assigned Project to be exceeded.
- 3.7. DSA Approvals/Permitting of Working Drawings.** The Engineer shall assist the District in obtaining all necessary approvals or permits for the Working Drawings for the Assigned Projects from governmental and quasi-governmental agencies with jurisdiction over any portion of an Assigned Project as necessary for the bidding and construction of the Assigned Project including without limitation, approvals by the Division of the State Architect ("DSA"). Without adjustment of the Contract Price for an Assigned Project, Engineer shall revise Working Drawings as required by DSA or other governmental or quasi-governmental agencies with jurisdiction over an Assigned Project, or portions thereof, to obtain their respective approval(s) or permit issuance. The District is responsible for payment of DSA fees for review of the

Working Drawings and issuance of the construction permit for the Assigned Projects.

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

4. Basic Services; Bidding Phase.

- 4.1. Development of Bid Documents.** In consultation with the District and the Project Manager, the Engineer will advise and make recommendations to the District for bidding and award of the Construction Contract for the Assigned Projects. Engineer will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Working Drawings. Engineer shall assist the District and the Project Manager in preparation of information, documents and forms necessary or appropriate for bidding the Construction Contract for an Assigned Project ("Bid Documents").
- 4.2. Bidding Process.** During the bidding for the Construction Contracts, Engineer will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarification requests relating to an Assigned Project; and (iii) where necessary or appropriate, the Engineer will prepare and assist the District in issuance of addenda to the Bid Documents for an Assigned Project.
- 4.3. Bid Costs Exceeding Project Construction Budget.** If within one hundred fifty (150) days of the date of the DSA construction permit for an Assigned Project, the District receives Bid Proposals for the Assigned Project Construction Contract and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Construction Budget for the Assigned Project; (ii) reject all Bid Proposals and authorize re-bidding of the Assigned Project; (iii) abandon or terminate the Assigned Project; or (iv) revise the scope, or reduce or eliminate portions of the Assigned Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of an Assigned Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Assigned Project pursuant to (iv) above, the Engineer shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price for an Assigned Project. If the District re-bids the Assigned Project, for such subsequent re-bid(s), the Engineer shall perform the obligations set forth in Paragraphs 5.1 and 5.2 above in connection with such re-bid(s) without adjustment of the Contract Price due the Engineer for the Assigned Project.
- 4.4. Pre-Construction.** The Engineer shall complete the following for the Assigned Projects:
- 4.4.1. Conformed Design Documents.** Prepare Conformed Design Documents consisting of the Design Documents initially issued by or on behalf of the District for bidding as modified by Addenda or other changes thereto made during the Bidding Phase. The Engineer shall complete preparation of the Conformed Design Documents so that the Conformed Design Documents are delivered to the District sufficiently in advance of the anticipated/planned commencement date of the Construction Phase of an Assigned Project to allow the District to reproduce Conformed Design Documents for distribution to the Contractor at or prior to commencement of the Construction Phase of an Assigned Project.
- 4.4.2. Project Inspector; Materials Tests/Inspections.** As requested by the District, the Engineer shall assist in the District's selection and retention of a Project Inspector and/or materials test/inspection services for an Assigned Project.

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

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

5. Basic Services; Construction Phase.

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

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

5.3. Contractor Applications for Payment.

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

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

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

5.3.4. Final Payment. In conjunction with the Project Manager and the Project Inspector, the Engineer shall review, evaluate and certify for payment the Contractor's Application for Final Payment.

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

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

constructing any portion of the Assigned Project to exercise or not to exercise such authority.

5.5. DSA.

5.5.1. Project Inspector. The Engineer shall consult with and cooperate with the Project Inspector in discharge of the Project Inspector's duties to observe construction of the Assigned Project. Where the Project Inspector notes defective or deficient construction, the Engineer shall: (i) assist in development of solutions to such conditions; and (ii) assist the Project Inspector in oversight of corrective measures.

5.5.2. Materials Tests/Inspections. The Engineer shall assist in scheduling and coordination of materials tests/inspections and observe such tests/inspections as required or appropriate. The Engineer shall review materials test/inspection reports, data and similar materials ("Test Reports") for confirmation of compliance with requirement of the Construction Contract; the Engineer shall advise the District, Project Manager and Project Inspector of necessary remedial or corrective measures if Test Reports do not comply with Construction Contract requirements.

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

5.6. Submittals.

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

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

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

5.7. Changes.

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

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

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

5.8. Interpretations.

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

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

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

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

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

regulation.

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

6. Basic Services; Post Construction Phase.

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

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

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

6.4. Close-Out Documents.

6.4.1. Assembly/Transmittal of Close-Out Documents. The Engineer shall review the close-out materials assembled by the Contractor and delivered to the Project Manager for conformity to the Close-Out requirements for an Assigned Project. If the Contractor fails to fully comply with its close-out obligations, the Engineer shall make recommendations to the District and Project Manager for implementation of measures to secure the Contractor's compliance; as requested by the District, the Engineer shall take action to enforce or implement measures to secure the Contractor's compliance with close-out obligations.

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

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

obligations to prepare As-Built Record Drawings; responsibility for the accuracy and completeness of the As-Built Record Drawings is that of the Contractor.

7. Additional Services.

7.1. Additional Services; General. The services described in this Paragraph 8 are not included in the scope of Engineer's Basic Services for the Assigned Projects.

7.2. Additional Services. The Engineer shall not perform any Additional Services without the District's prior written authorization or direction. No compensation is due the Engineer for any Additional Services performed without prior District written authorization or direction. Additional Services include:

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

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

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

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

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

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

8. District Responsibilities.

8.1. Information. The District shall provide full information regarding the Assigned Projects, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Assigned Projects. Except as set forth herein, the Engineer shall be entitled to rely on the accuracy and completeness of information relating to an Assigned Project provided by the District. The foregoing notwithstanding, if any information provided by the District to the Engineer consists of information relating to existing "as built" conditions of improvements on or about the Site of

an Assigned Project, the Engineer shall be entitled to rely upon information in concealed or covered conditions, but the Engineer shall independently verify the accuracy and completeness of information of existing "as built" conditions which are visually apparent without opening or uncovering any existing improvements. If in such independent verification, the Engineer encounters conditions different than noted in the District provided information, the Engineer shall notify the District, and the Project Manager in writing of such encountered discrepancies.

- 8.2. District Representative.** The District shall designate a representative to act on the District's behalf with respect to the Assigned Projects and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of design and construction of an Assigned Project and Engineer's services hereunder.
- 8.3. District Consultants.** The District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for the Assigned Projects.
- 8.4. Test and Inspections.** The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Assigned Projects as required by applicable code, regulation, ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 8.5. District Notice of Non-Conformity.** The District will give prompt written notice to the Engineer if the District becomes aware of any fault, failure or neglect of Engineer or the services provided by Engineer hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Engineer. Upon receipt of such notice, a material obligation of the Engineer under this Agreement is its prompt action to fully remedy the fault, neglect or failure identified by the District in the District's written notice.

9. Insurance and Indemnity.

- 9.1. Engineer Insurance.** At all times while providing or performing services under this Agreement, the Engineer shall obtain and maintain the policies of insurance described in this Paragraph 10. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Engineer while providing or performing services in connection with the Assigned Projects shall be as set forth in this Agreement.
- 9.2. Workers Compensation and Employers Liability Insurance.** Engineer shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Engineer shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Engineer. The Employer's Liability Insurance required of Engineer hereunder may be obtained by Engineer as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Engineer hereunder.
- 9.3. Commercial General Liability and Property Insurance.** Engineer shall purchase and maintain Commercial General Liability and Property Insurance as will protect Engineer from the types of claims set forth below which may arise out of or result from Engineer's services under this Agreement and for which Engineer may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Engineer's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily

injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to Engineer’s obligations under this Agreement. District shall be an additional insured to Engineer’s commercial general liability insurance policy.

- 9.4. Professional Liability Insurance.** Engineer will procure and maintain professional liability insurance covering liabilities of the Engineer arising out of the performance of services under this Agreement.
- 9.5. Coverage Limits.** The coverage limits for each policy of insurance to be obtained by the Engineer shall be at least the coverage limits set forth in this Agreement.
- 9.6. Policy Endorsements; Evidence of Insurance.** Engineer shall deliver Certificates of Insurance to the District evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the District.
- 9.7. Engineer’s Insurance Minimum Coverage Amounts.** Minimum coverage amounts for policies of insurance to be obtained and maintained by the Engineer are:

Insurance Policy	Minimum Coverage Limit
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars (\$1,000,000)
Commercial General Liability	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Automobile Liability	Combined Single Limit: One Million Dollars (\$1,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

9.8. Indemnity.

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

10. Engineer Compensation.

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

- 10.2. Fees, Costs and Expenses Incorporated Into Assigned Project Contract Price.** The Contract Price for an Assigned Project includes the Engineer's fee, personnel expense of the Engineer, inclusive of all benefits and burdens, travel for the personnel of the Engineer to and from their respective offices and the District as well as travel within the counties of Riverside, Imperial and San Diego, insurance and all other administrative or overhead costs associated with or arising out of performance of the Basic Services designated in the PAA for an Assigned Project.
- 10.3. Construction Phase Changes; Adjustment of Contract Price.** The Contract Price for the Basic Services for an Assigned Project is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of an Assigned Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for the Assigned Project. If services of the Engineer are required in connection with Changes during the Construction Phase of an Assigned Project which do not result from errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services for an Assigned Project, the Contract Price for an Assigned Project will be equitably adjusted by an amount equal to the lesser of: (i) eight percent (8%) of the Construction Costs of a Change; or (ii) the time reasonably necessary for personnel of the Engineer to complete modifications to the Design Documents to incorporate such a Change, multiplied by the applicable hourly rate for such personnel. If a Change during the Construction Phase of an Assigned Project is the result of errors, omissions or other defects in the Design Documents or failures of the Engineer to timely and completely perform the Basic Services, services required of the Engineer in connection with such Change shall not result in adjustment of the Contract Price for the Assigned Project.
- 10.4. Reimbursable Expenses.** The Contract Price for Engineer's Basic Services for an Assigned Project includes all costs and expenses of a non-capital nature reasonably and necessarily incurred by Engineer to perform the Basic Services including without limitation expenses for telephone, postage, delivery, office supplies, reproduction of plans and prints, photographic film and development and travel to and from the office of the Engineer to the Assigned Project and the District's Administrative offices. Unless expressly authorized in advance by the District, no payment will be made by the District for expenses or costs of any kind, type or nature.
- 10.5. Additional Services.** If the District authorizes or directs the Engineer to perform or provide Additional Services described generally in Paragraph 8 of this Agreement in connection with an Assigned Project, Engineer shall be compensated for its personnel providing such Additional Services in accordance with the hourly personnel rate schedule attached to the PAA for the Assigned Project ("the Rate Schedule").
- 10.6. District Payments.**
- 10.6.1. Allocation of Contract Price.** The District's payment of the Contract Price for Basic Services for an Assigned Project shall be allocated amongst the various Phases of the Basic Services for an Assigned Project as set forth in the PAA for an Assigned Project.
- 10.6.2. Engineer Billings to District.** During the course of providing Basic Services for an Assigned Project, Engineer shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services and authorized Additional Services performed in the immediately prior month. Engineer's billings shall be in such form and format as may be reasonably requested by District.
- 10.6.3. District Payments to Engineer.** Within thirty (30) days of receipt of Engineer's billing invoices, District will make payment to Engineer of undisputed amounts of the Contract Price due for Basic Services and authorized Additional Services for an Assigned Project. No deductions shall be made or withheld from payments due Engineer hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by

the District from payment to the Contractor engaged by the District for construction of an Assigned Project. The District may, however, withhold or deduct from amounts otherwise due Engineer hereunder if Engineer shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Engineer has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Engineer under any billing invoice rendered by Engineer under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Engineer an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

11. Term; Time.

11.1. Term. The initial term of this Agreement shall commence upon the District and the Engineer each executing a counterpart copy hereof, delivery of an executed counterpart copy hereof to the other and ratification of this Agreement by the District's Board of Trustees ("the Initial Term"). The Term shall expire upon completion of constructing the Assigned Projects and DSA certification of the Assigned Projects.

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

12. Termination; Suspension.

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

Engineer shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Engineer's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Engineer hereunder for Basic Services or authorized Additional Services.

- 12.2. District's Right to Suspend.** The District may, in its discretion, suspend all or any part of the design or construction of an Assigned Project or the Engineer's services under a PAA; provided, however, that if the District shall suspend construction of an Assigned Project or Engineer's services under a PAA for a period of sixty (60) consecutive days or more and such suspension is not caused by the Engineer's default or the acts or omissions of Engineer, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Engineer, if any, as a direct result of the suspension and resumption of Assigned Project construction or Engineer's services under a PAA.
- 12.3. District's Termination for Convenience.** The District may, at any time, upon seven (7) days advance written notice to Engineer terminate this Agreement or a PAA for the District's convenience and without fault, neglect or default on the part of Engineer. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Engineer or such other time as the District and Engineer may mutually agree upon. In such event, the District shall make payment of the Contract Price to Engineer for services provided through the date of termination plus actual costs incurred by Engineer directly attributable to such termination.
- 12.4. Engineer Suspension of Services.** If the District shall fail to make payment of the Contract Price for an Assigned Project when due Engineer hereunder, Engineer may, upon seven (7) days advance written notice to the District, suspend further performance of services relating to such Assigned Project hereunder until payment in full is received. In such event, Engineer shall have no liability for any delays or additional costs of construction of the Assigned Project due to, or arising out of, such suspension.
- 12.5. Engineer Obligations Upon Termination.** Upon the District's exercise of the right of termination under Paragraph 12.1 or Paragraph 12.3 of this Agreement, the Engineer shall take action as directed by the District relative to on-going preparation of the Design Documents or construction of an Assigned Project. If requested by the District, the Engineer shall within ten (10) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature (whether in the form of documents, drawings, samples or electronic files) prepared by or on behalf of the Engineer under this Agreement. The Engineer shall deliver the originals of all work product, instruments of service and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Engineer may, at its sole cost and expense, make reproductions of the originals delivered to the District.

13. Miscellaneous.

- 13.1. Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Engineer.
- 13.2. Marginal Headings; Captions. Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Engineer and District hereunder.
- 13.3. Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 13.4. Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District or Engineer hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by the other.
- 13.5. Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Engineer and the District. Neither Engineer nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 13.6. Authority.** The individual(s) executing this Agreement on behalf of Engineer warrant and represent that she/he is authorized to execute this Agreement and bind Engineer to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.

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

If to District:

Imperial Community College District
Robert Turner, Senior Project Manager
380 East Aten Road
Building 2000
Imperial, CA 92251

If to Engineer:

13.8. Disputes.

- 13.8.1. Continuation of Engineer Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due Engineer for an Assigned Project, notwithstanding any disputes between District and Engineer hereunder or in connection with an Assigned Project, Engineer and District shall each continue to perform their respective obligations hereunder; including the obligation of the Engineer to continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 13.8.2. Mandatory Mediation.** All claims, disputes and other matters in controversy between the Engineer and the District arising out of or pertaining to this Agreement, a PAA or an Assigned Project shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS") and the Construction Mediation Rules of JAMS in effect at the time that a Demand For Mediation is filed. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Engineer commencing binding dispute proceedings.
- 13.8.3. Binding Arbitration.** All claims, disputes or other matters in controversy between the Engineer and District to which are not fully resolved through the mandatory mediation set forth shall be resolved by binding arbitration conducted under the auspices of the JAMS Construction Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Engineer and shall be supported by law and substantial evidence

pursuant to California Code of Civil Procedure §1296. An Arbitration Award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the JAMS Construction Arbitration Rules shall be invalid and unenforceable. The District and the Engineer hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate an Arbitration Award if, after review of the Arbitration Award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Any arbitration hereunder shall be conducted in the JAMS Regional Office closest to the Site.

13.8.4. Engineer Compliance with Government Code §900, et seq. The foregoing dispute resolution procedures notwithstanding, neither the provisions of this Agreement issued hereunder, shall be deemed to waive, limit or modify any requirements under Government Code §900, et seq. relating to the Engineer's submission of claims to the District. The Engineer's strict compliance with all applicable provisions of Government Code §900, et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Engineer's initiation of binding arbitration proceedings.

13.8.5. Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Agreement, the damages, if any, recoverable by the Engineer shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Engineer expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under this Agreement; the Engineer expressly waives and relinquishes any recovery of special or consequential damages from the District.

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

13.10. Definitions.

13.10.1. Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of an Assigned Project.

13.10.2. Contractor. The individual or entity awarded a Construction Contract by the District for and Assigned Project.

13.10.3. Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Engineer for an Assigned Project or any portion thereof.

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

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

13.10.6. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design and dimensions of the Work of an Assigned Project, including without limitation, plans, elevations, sections, details, schedules and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.

13.10.7. Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services

required of the Contractor under the terms of the Construction Contract to complete and Assigned Project.

13.10.8. Assigned Project Construction Budget. The Assigned Project Construction Budget refers to the total costs allocated by the District for construction of an Assigned Project, exclusive of the Contract Price under this Agreement, site acquisition costs and the costs of furniture, furnishing and/or equipment for an Assigned Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Engineer. As used in this Agreement, the term "Project Construction Budget" refers to the then current amount allocated for construction of an Assigned Project as modified from time-to-time.

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

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

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

13.10.12. PAA. A PAA is a Project Assignment Amendment which is the written instrument issued by the District and mutually executed by the District and the Engineer which establishes the specific terms and conditions for the Engineer's performance and provision of Engineering and related services for an Assigned Project.

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

13.11. Use and Ownership of Design Documents.

13.11.1. Ownership. Subject to the provisions hereof, all Drawings, Specifications, estimates, Instruments of Service and other tangible items ("Project Documents") prepared by or through the Engineer for an Assigned Project shall be and remain the property of the District. The Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without

limitation paper copies, original or reproducible transparencies, AutoCAD files (or similar computer-aided drafting of design formats, must include all support files for complete functionality of the plans viewed with the native program) and other types of computerized data. The District specifically maintains ownership of the design of each Assigned Project and the design of any buildings or other improvements which are a part thereof, notwithstanding creation/preparation of such design by or through the Engineer, and such design may not be re-used by the Engineer or its employees without the specific prior written consent of the District which may be granted, denied or conditioned in the sole exclusive discretion of the District. Subject to the District's ownership of tangible Project Documents, the copyright and other intellectual property rights in all Project Documents shall remain with the Engineer.

- 13.11.2. Right to Use.** The Engineer grants to the District a perpetual license to use and/or reuse all or any part of the Project Documents at the District's sole discretion with no additional compensation to the Engineer for the purposes of: (i) construction of all or part of an Assigned Project; (ii) the repair, renovation, modernization, replacement, reconstruction or expansion of an Assigned Project; or (iii) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Engineer in the event any of the Project Documents are used for such purposes. The District shall be authorized to use or reuse the Project Documents for these purposes without liability to the Engineer or third parties with respect to the condition of an Assigned Project Documents, and the use or reuse of the Project Documents for these purposes shall be not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Engineer; provided, however, that any use or reuse by the District of the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared without employing the services of the Engineer shall be at the District's own risk. If the District uses or reuses the Project Documents on any project other than the Assigned Project for which the Project Documents were prepared for, the District shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless the Engineer from claims arising out of the use or re-use of the Project Documents on such other project.
- 13.11.3. District License to Use Project Documents.** This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein.
- 13.11.4. Engineer Right to Grant License.** The Engineer represents and warrants that the Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents prepared by or through the Engineer under this Agreement.
- 13.12. Entire Agreement.** This Agreement, the RFQ, RFQ Response and the Assigned Projects PAAs attached hereto as Exhibit A are all of the documents forming a part of the Agreement. The foregoing constitutes the entire agreement and understanding between the District and Engineer concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. The foregoing notwithstanding, in the event of conflict or inconsistency between the terms of this Agreement or the RFQ and the RFQ Response, this Agreement or the RFQ, as applicable, shall control and govern. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Engineer.

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

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

Title: _____

By: _____

Title: _____

**PROJECT ASSIGNMENT AMENDMENT TO
AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES**

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

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

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

NOW THEREFORE, the District and Engineer agree as follows:

1. **Assigned Project Description.** The Assigned Project is described as follows: **Transformer Project.**
2. **Assigned Project Construction Budget.** The Construction Budget for the Assigned Project is _____ Dollars (\$_____).

3. **Assigned Project Basic Services.** The Basic Services for the Assigned Project are:

Basic Services Phases
Working Drawings
Bidding
Construction
Post-Construction

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

Basic Services Phases	Completion Date
Working Drawings	Click here to enter a date.
DSA Permit Issuance	Click here to enter a date.
Bidding	Click here to enter a date.
Construction	Click here to enter a date.
Post-Construction	Click here to enter a date.

5. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project Basic Services is the fixed price lump sum amount of _____ Dollars (\$_____). The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
50% Completed Working Drawings	(15%) _____ Dollars (\$_____)
100% Completed Working Drawings	(53%) _____ Dollars (\$_____)
DSA Permit Issuance	(5%) _____ Dollars (\$_____)
Bidding	(5%) _____ Dollars (\$_____)
Construction	(20%) _____ Dollars (\$_____)
Post-Construction	(2%) _____ Dollars (\$_____)

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

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

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

By: _____

Title: _____

Title: _____

**PROJECT ASSIGNMENT AMENDMENT TO
AGREEMENT FOR ELECTRICAL ENGINEERING SERVICES**

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

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

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

NOW THEREFORE, the District and Engineer agree as follows:

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

Basic Services Phases
Working Drawings
Bidding
Construction
Post-Construction

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

Basic Services Phases	Completion Date
Working Drawings	Click here to enter a date.
DSA Permit Issuance	Click here to enter a date.
Bidding	Click here to enter a date.
Construction	Click here to enter a date.
Post-Construction	Click here to enter a date.

5. **Assigned Project Contract Price.** The Contract Price for completion of the Assigned Project Basic Services is the fixed price lump sum amount of _____ Dollars (\$_____). The Contract Price is allocated to the Basic Services Phases as follows:

Basic Services Phases	Contract Price Allocation
50% Completed Working Drawings	(15%) _____ Dollars (\$_____)
100% Completed Working Drawings	(53%) _____ Dollars (\$_____)
DSA Permit Issuance	(5%) _____ Dollars (\$_____)
Bidding	(5%) _____ Dollars (\$_____)
Construction	(20%) _____ Dollars (\$_____)
Post-Construction	(2%) _____ Dollars (\$_____)

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

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

“District”
IMPERIAL COMMUNITY
COLLEGE DISTRICT

“Engineer”

By: _____

By: _____

Title: _____

Title: _____

**PROPOSAL
(RFQ Attachment C)**

Respondent: _____

The above-identified Respondent submits the following Proposal for completing Electrical Engineering and related design professional services for the Transformer Project and Lighting Project.

1. Respondent's Proposed Project Team.

1.1. Transformer Project.

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

1.2. Lighting Project.

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

2. Completion of Basic Services. Complete the following for the Transformer Project and the Lighting Project.

2.1. Transformer Project.

- The Basic Services, including all electrical engineering services but excluding any structural engineering services will be completed by employees of the Respondent.
- A portion of the Basic Services, including any part of the electrical engineering services will be completed by one or more sub-consultants to the Respondent. If any of the Basic Services will be completed by a sub-consultant to the Respondent, complete the following:

Sub-Consultant Name	Basic Services to be Completed by Sub-Consultant

2.2. Lighting Project.

- The Basic Services, including all electrical engineering services but excluding any structural engineering services will be completed by employees of the Respondent.
- A portion of the Basic Services, including any part of the electrical engineering services, will be completed by one or more sub-consultants to the Respondent. If any of the Basic Services will be completed by a sub-consultant to the Respondent, complete the following:

Sub-Consultant Name	Basic Services to be Completed by Sub-Consultant

3. Proposed Pricing. The District requests pricing for completion of the Basic Services for the Transformer Project and the Lighting Retrofit Project on a fixed price, lump sum basis.

3.1. Transformer Project Proposed Pricing. Complete the following for the Transformer Project:

- The Respondent proposes to complete Basic Services for the Transformer Project for the lump sum, fixed price of _____ Dollars (\$_____).
- The Respondent proposes to complete Basic Services for the Transformer Project for a Contract Price calculated as follows: _____.

(Describe proposed basis for calculating Contract Price)

Based on the Respondent's proposed basis for calculating the Contract Price, the estimated Contract Price for completing Transformer Project Basic Services will be _____ Dollars (\$_____).

[CONTINUED NEXT PAGE]

3.2. Lighting Project Proposed Pricing. Complete the following for the Lighting Project:

- The Respondent proposes to complete Basic Services for the Lighting Project for the lump sum, fixed price of _____ Dollars (\$_____).
- The Respondent proposes to complete Basic Services for the Lighting Project for a Contract Price calculated as follows: _____.
(Describe proposed basis for calculating Contract Price)
 Based on the Respondent's proposed basis for calculating the Contract Price, the estimated Contract Price for completing Lighting Project Basic Services will be _____ Dollars (\$_____).

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

- Yes No

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

Travel.

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

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

- Round Trip Travel
- One Way Travel

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

- Yes
- No, billings will be for costs plus _____ percent (____%) mark-up

Rental Car. If travel is by a rental car, the billing is the actual costs for an economy class rental car without mark-ups.

- Yes
- No, billings will be for costs plus _____ percent (____%) mark-up

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

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

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

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

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

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

Communications.

Phone/Fax Charges: _____

United States Mail Charges: _____

Private Courier/Overnight Service: _____

Other Communications Charges: _____

Production.

CAD/Plotting: _____

Reproduction.

Up to 11"x14" size reproductions: _____

Quarter sheet reproductions: _____

Half-sheet reproductions: _____

Full sheet reproductions: _____

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

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

(Duplicate as necessary for additional proposed personnel of the Respondent)

Sub-Consultant Personnel Proposed Additional Services Hourly Billing Rates		
Sub-Consultant Name	Sub-Consultant Personnel Name/Title	Proposed Hourly Rate

(Duplicate as necessary for additional proposed personnel of any Sub-Consultant to the Respondent)

[CONTINUED NEXT PAGE]

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

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

(Typed or Printed Name)

Title: _____