

- h. Draft a schedule for code reviews and submissions with the appropriate Authorities Having Jurisdiction and assist District in connection with filing documents required for the approval of Authorities Having Jurisdiction.

2. Design/Architecture Requirements

- a. Prepare Outline Specifications with Project Description, general and regulatory requirements, preliminary building code, preliminary accessibility analysis, structural requirements, acoustical requirements, outline basic interior and exterior construction and materials, include preliminary elevator study, and include MEP outline specifications.
- b. Prepare a geometry plan for the building;
- c. Prepare all major plan elements of the building for all floors, with approximate accommodations for structure and MEP;
- d. Develop Typical project functional components (i.e. a typical office or classroom plan); Components should be graphically correct and coordinated with structural and MEP. Representative dimensions shown and representative partitions tagged; Show schematic furniture layouts to confirm spatial and program requirements of space types;
- e. Develop typical project components and core elements including elevators, stairs, and MEP risers, public toilet rooms. Components should be graphically correct and dimensional. Minor or atypical elements should be reflected in the plans and building sections. Confirm that all circulation elements conform with building and accessibility codes as well as with market requirements;
- f. Verify that all program requirements are incorporated into the plans including support areas such as staff break rooms / toilets, building storage areas, custodial closets and trash rooms and recycling;
- g. Develop Building elevations and note exterior materials; indicate the extent of their use and confirm alternatives with District. Develop Building sections including typical foundation details; indicate floor to floor dimensions, ceiling heights, major structural elements and major MEP transfer or horizontal distribution zones. Prepare Study models, perspective sketches, or digital modeling. Develop preliminary selections of major building systems with construction materials noted on the drawings or described in writing.
- h. Develop typical exterior wall sections, typical exterior details and typical exterior wall types with sufficient detail delineated in the drawings and adequately described in the Basis of Design Project Manual so that initial system pricing can be obtained;
- i. Prepare general description of atypical and high finish spaces such as lobbies, public corridors and amenities. Describe in the form of narratives and/or freehand sketches;
- j. Establish ceiling heights on a preliminary typical or representative reflected ceiling plan(s) as the basis to initiate project coordination. Layout a small representative portion to establish design intent;
- k. Establish preliminary ceiling heights for all typical and principal spaces; indicate on the floor plans and building sections.

3. Structural Requirements

- a. Determine Structural system;
- b. Establish major grid lines, columns, shearwalls and other vertical elements. Determine dimensional requirements and size structural components;

- c. Address Major slab openings on typical floor(s), size major beams and spandrel beams;
 - d. Address unique foundation conditions;
 - e. Prepare Slab loading diagrams;
 - f. Provide general descriptive information sufficient for Schematic pricing such as estimates of pounds of rebar per square foot, etc.;
 - g. Review pertinent portions of the Outline Specifications.
4. MEP / FP Requirements
- a. Develop design criteria including indoor and outdoor conditions, ventilation, air circulation, minimum exhaust, sound levels, system diversities and building envelope thermal characteristics;
 - b. Prepare outline specifications including detailed system descriptions. For ductwork provide maximum air velocity criteria and duct insulation requirements;
 - c. Prepare preliminary fixture selections – general space requirements and types of plumbing fixtures, general criteria for light fixture types;
 - d. Prepare riser diagrams for all mechanical, fire protection and electrical systems including information on number of risers and general sizes;
 - e. Develop preliminary layout of major mechanical components;
 - f. Develop space requirements including electrical rooms, any mechanical rooms, major risers, chase requirements, etc. Include weights of equipment, major horizontal and vertical penetrations;
 - g. Determine MEP & FP distribution systems and other mechanical, fire protection and electrical systems that can impact structural, architectural plans and reflected ceiling plans, including but not limited to HVAC supply duct loop, sprinkler main routing, etc.;
 - h. Prepare energy code analysis;
 - i. Coordinate Utility requirements.
5. Civil / Site Design Requirements
- a. Contact entities providing utility services to the project;
 - b. Develop Schematic site plan;
 - c. Prepare drawings and outline specifications showing technical site engineering and storm water detention;
 - d. Identify Site features with focus on hardscape;
 - e. Prepare Preliminary site grading;
 - f. Start preliminary coordination with MEP/FP consultant;
 - g. Verify site utilities and Prepare Underground utilities plan;
 - h. Verify that survey and existing conditions information provided by the Owner is sufficient and/or determine what additional information is required (i.e. additional or new surveys);
 - i. Address the design requirement for site access by building users and services, site landscaping, sidewalks and/or driveways and site utility areas;

- j. Review site landscaping with Authorities Having Jurisdiction, Site features and grading should be approximately shown;
 - k. Determine the need for and if required prepare a request for site soil borings. Review with District, Structural Engineer and Civil Engineer.
- D. Reports and exhibits shall indicate clearly the considerations involved including, but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Architect's findings and recommendations.
- E. Architect shall provide a narrative report by each design discipline (structural, mechanical, electrical, electronics, plumbing, fire safety and security) describing their proposed design philosophy with a description of, and the rationale for, the proposed systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

5.07 Lifecycle and Alternates Workshop

- A. Participate with Project Manager and any other consultants designated by Project Manager in the conduct of an approximate eight hour Lifecycle and Alternates Workshop. This session may be held during any appropriate stage of the design phase.
- B. Arrange for the participation of Sub-consultants in the Lifecycle and Alternates Workshop and provide with Sub-consultants lifecycle analysis on all major components and equipment and cost/benefit of alternate systems and materials.
- C. Prepare and submit to Project Manager for District's approval comparative cost studies of proposed major building systems for analysis in the Lifecycle and Alternates Workshop. Studies shall include first cost and lifecycle cost for all major components and equipment. Study shall estimate the yearly energy savings which shall be anticipated and shall list alternatives for systems and materials.

5.08 Design Schedule Report. A report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect's ability to conform to the Project schedule.

5.09 Attend Required Meetings. Architect shall attend [weekly] meetings with District staff and such other participants as District shall designate. Architect shall also attend budget, schedule, and value engineering meetings as requested and/or required by District staff. Architect shall further attend meetings with the community, representatives of District, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.

5.10 Interface with District Groups. Throughout all phases of program development and schematic design, Architect shall work with, coordinate with, interface with, exchange ideas and design materials with, and include throughout the decision-making process the District's staff and its consultants. Architect acknowledges and agrees that the District and its independent consultants shall have an active role in development of the Schematic Design and Design Development Phases. Architect shall seek input from District groups and prepare a report covering identifying responses and resolutions to the following: *[Following are examples; to be tailored to specific Project]*

- A. Is the design consistent with the District's mission, philosophy, and objectives?
- B. Does the design fully meet operational requirements (as detailed in the functional/operational program)? Is the design completely consistent with the architectural program?

- C. What are the site constraints (such as buildable areas for the Project, areas that need to be reserved for other functions, setbacks, wetlands, utilities that should not be moved)?
- D. How much land should be reserved for expansion of the facility?
- E. Are there any building materials that the District wants to use or avoid?
- F. Have District user groups prioritized design alternatives based on estimated costs?

ARTICLE 6 DESIGN DEVELOPMENT PHASE

6.01 Period of Service

- A. After acceptance by District of the required deliverables in the Schematic Design Phase, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Design Development Phase.
- B. Architect shall submit the deliverables required by the Design Development Phase including preliminary design documents and a revised estimate of Probable Total Construction Costs, within the stipulated period indicated in the Master Schedule and (as applicable) Appendix C, Milestone Schedule.

6.02 General Scope of Project and Final Design Criteria. After consultation with District and DSA or other Authority Having Jurisdiction on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in weekly progress meetings with District's personnel and subconsultants.

6.03 Design Development Documents. Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with renderings and models if required. These Preliminary Design documents shall include, but are not limited to:

- A. Drawings as described in 6.04 below.
- B. Outline specifications for each Technical Specification section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems.
- C. A tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
- D. Architect shall provide to Project Manager for District's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.

6.04 Design Development Phase Drawings. Provide preliminary drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation and review of an accurate cost estimate, including without limitation, the following descriptions of minimum requirements for a design development submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems.

- A. Architectural Preliminary Drawings
 - 1. Floor plans that clearly show:
 - (a) Finish schedule
 - (b) Principal dimensions
 - (c) Wall types clearly identified
 - (d) Security zones and perimeters

- (e) Room and door numbers, and a numbering plan for the entire facility
 - (f) Sufficient sections and details to enable a reasonable material takeoff
 - (g) Contractor-furnished and Owner-furnished equipment list incorporated in layout
2. Roof plans that clearly show:
 - (a) Slopes
 - (b) Type of roofing
 - (c) Roof access and pathways
 - (d) Location of any mechanical equipment
 - (e) Sufficient information to determine primary and secondary means of drainage
 3. Reflected ceiling plans that clearly show:
 - (a) Ceiling material
 - (b) Access hatches
 - (c) Room numbers
 - (d) Partitions coordinated with the floor plans
 - (e) Mechanical and electrical features coordinated with mechanical and electrical system drawings
 4. Elevations that clearly show:
 - (a) Types of surface materials
 - (b) Dimensions from finish floor to tops of walls, eaves and roof lines
 - (c) All openings without dimensions but coordinated with door and window schedules
 5. Sections that clearly show:
 - (a) Any security considerations
 - (b) Firewall conditions at tops of walls
 - (c) All essential building parts and materials
 6. All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style
 7. All items intended to be permanently affixed to the building

B. Structural Preliminary Drawings

1. Floor framing and foundations plans that clearly show:
 - (a) Principal dimensions
 - (b) All columns, shear walls, shafts and stairs
 - (c) Coordination of structure with architectural floor plans
 - (d) Sections cut and details to identify the proposed type of foundations
 - (e) Sufficient section and detail bubbles to show where sections and details can be found
 - (f) All major framing members with sizes
2. Roof framing plans that clearly show:
 - (a) Principal dimensions
 - (b) All major framing members with sizes
 - (c) Sufficient sections and details to show design intent
 - (d) Coordination with architectural, mechanical and electrical floor plans
 - (e) Sufficient section and detail bubbles to show where sections and details can be found
3. Sections and details that clearly show:
 - (a) Design intent
 - (b) All important connections
 - (c) Coordination with other structural plans
 - (d) Logical placement to allow easy location of sections and details

C. Mechanical, Plumbing and Fire Protection Preliminary Drawings

1. Mechanical, Plumbing, and Fire Protection plans that clearly show:

- (a) Room numbers
 - (b) Locations of all major pieces of equipment
 - (c) Layout and sizing of all main ductwork and piping
 - (d) Symbol list coordinated with symbols on plans
 - (e) All site utility points-of-connection including invert elevations
 - (f) Sufficient section and detail bubbles to show where sections and details can be found
2. Equipment and fixture schedules that clearly show:
- (a) All fixtures identified
 - (b) All mechanical equipment identified and sized
- D. Electrical Preliminary Drawings
1. Lighting and power plans that clearly show:
- (a) Room numbers
 - (b) Single line diagrams of services and systems
 - (c) Symbol list coordinated with symbols on the plans
 - (d) Lighting plans coordinated with reflected ceiling plans
 - (e) Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
 - (f) Sufficient section and detail bubbles to show where sections and details can be found
2. Equipment and fixture schedules, including lighting fixtures.
3. Security, fire detection and alarm, intercom, public address (PA), closed-circuit TV (CCTV), distress call and similar electrical and electronic systems.
- E. Civil Preliminary Drawings:
1. Site and grading plans that clearly show:
- (a) Site cross sections
 - (b) Site contours and drainage
 - (c) Locations of all bench marks
 - (d) Precise locations of all major elements
 - (e) Roadways, driveways and parking areas
2. Site utility plans that clearly show:
- (a) All connections to off-Site utilities
 - (b) All utility points-of-connection including invert elevations
 - (c) All drainage systems and other utilities located and sized
 - (d) All permanent SWPPP mitigation measures located and sized (bio-swales, retention basins, etc.)
- F. Other Items
1. Outline Technical Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.
2. Engineering Calculations clearly presented for all disciplines, including structural, mechanical, and electrical loads, plus plumbing fixture units, and sufficiently complete for Construction Documents to proceed.
3. Signage:
- (a) Site Signage – Building identification and directional signage, site regulatory signage – To be coordinated with other site signage that may be installed as a part of other projects at the [College].
 - (b) Interior Signage - All signage needed for occupancy and the core functions of the building – Base building core signage (code required), base building life safety signage, supplemental facility signs (non-code required) and specialized signage.

4. Alternates: The District will require bid alternates to be included in the Design Development Documents to help control the cost of the Project.

6.05 Additional Data or Services. Architect shall advise District in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by Project Manager:

- A. Data prepared by or services provided by others, including, without limitation, borings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
- B. Appropriate professional interpretations of the foregoing;
- C. Environmental assessment and impact statements, Site assessments;
- D. Property, boundary, easement, right-of-way, topographic and utility surveys;
- E. Property descriptions;
- F. Zoning, deed and other land use restriction; and
- G. Other special data or consultations necessary or useful in completion of the Project.

6.06 Report on Additional Information Required. Advise in writing if any of the following are required:

- A. Governmental permits of any type.
- B. Reports of any type to governmental agencies.

6.07 Estimate of Probable Total Construction Cost. Based on the information contained in the Design Development documents, Architect shall prepare a detailed Estimate of Probable Total Construction Cost and duration of the Project, coordinated with the Master Schedule and (as applicable) Milestone Schedule.

- A. Upon completion of the District's separate, parallel Estimate of Probable Total Construction Cost, coordinate with District's estimating consultant to reconcile any differences between Architect's Estimate of Probable Total Construction Cost and District's. Architect understands and acknowledges that Architect is responsible for the final, reconciled estimate.

6.08 Review with District/Value Engineering Session. Architect shall prepare for approval by District written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).

If the estimate of Probable Total Construction Costs exceed the Construction Budget, Architect and its major Subconsultants shall participate with District and District's subconsultants and estimators, in value engineering sessions as needed.

Architect will submit revised design development documents, addressing District review comments and items from value engineering sessions.

6.09 Lifecycle and Alternates Workshop

- A. Participate with Project Manager and any other consultants designated by Project Manager in (not to exceed) an eight hour Lifecycle and Alternates Workshop.
- B. Participate, and arrange for the participation of Subconsultants in the Lifecycle and Alternates Workshop. Subconsultants shall provide lifecycle costs analyses of all major components and equipment, and cost/benefit analyses of alternate systems and materials.

- C. Prepare and submit to Project Manager for District's approval comparative cost studies of proposed major building systems for analysis in the Lifecycle and Alternates Workshop. Studies shall include first cost and lifecycle cost for all major components and equipment. Study shall estimate the yearly energy savings which shall be anticipated and shall list alternatives for systems and materials.
 - D. Following Lifecycle and Alternates Workshop, provide report to District. At a minimum, report should identify: (i) All areas where consensus was reached among parties (for this purpose parties are defined as Architect and District). (ii) All areas where material disagreements remained (including the basis for the disagreements and an analysis of each party's positions). (iii) All material decisions outstanding (and if applicable, the party responsible for making the final decision).
- 6.10 Attend Required Meetings.** Architect shall attend *[weekly]* meetings with the District. Architect may also attend meetings with the community, representatives of District, interested parties, governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 6.11 Other Design Development Documents.** After written authorization to proceed with the Design Development Phase, Architect shall:
- A. Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.
 - B. Prepare a comprehensive update on Estimates of Probable Total Construction Costs and duration of the Project coordinated with Master Schedule (and, as applicable, Milestone Schedule), caused by changes in scope, extent or character of design requirements.
 - C. Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
 - D. Make full written disclosure to District, and obtain District's express written approval of:
 - 1. Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;
 - 2. Any proposed innovative, unique, proprietary or sole source design features.
- 6.12 Work Phasing Recommendations.** Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with District's operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with District and Project Manager. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.

ARTICLE 7 CONSTRUCTION DOCUMENT PHASE

- 7.01 Period of Service.** After acceptance by District of the Design Development Phase documents and revised estimate of Probable Total Construction Costs, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Construction Document Phase; and shall deliver required deliverables under this phase, within the stipulated period indicated in the Master Schedule and Appendix C, Milestone Schedule.
- 7.02 Final Drawings and Specifications**
- A. Construction Documents shall be prepared in accordance with District's standards. Final technical specifications shall be prepared in conformance with the division format of the Construction

Specification Institute. Architect shall cooperate with District in coordinating the Drawings and technical specifications (CSI Divisions 02 and greater) with District's Divisions 00 Procurement and Contracting Requirements and 01 General Requirements and in jointly revising District's General Requirements items. Architect shall provide whatever Division 01 General Requirement specifications necessary for the Project and not supplied by District.

- B. Submittal to DSA: All Construction Documents shall be brought to a ninety-five percent level of completion for DSA submittal. District may conduct a peer review of the completed construction documents, including submittal of a list of revisions required to complete the documents. Architect shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.

7.03 Compliance with Codes, Regulations and Requirements. Architect shall comply with the standard of care of a specialist in California community college design when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, without limitation, environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.

7.04 Compliance With State Standards. Without limiting Paragraph 7.03 above, all plans, specifications, structural design calculations, site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations, shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by DSA. A "check set" shall be submitted by Architect to DSA, and any changes or corrections required by the DSA shall be made by Architect. Any other requirements of DSA or any other Authority Having Jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect shall designate a contact person for the duration of the State approval process.

7.05 Drawings and Specifications. The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.

7.06 Revised Estimate of Probable Total Construction Cost. Based on the information contained in the Drawings and Specifications, Architect shall submit, once at 50% completion and again at 90% completion of Construction Document Design Phase, a revised and more detailed Estimate of Probable Total Construction Cost and duration of the Project, coordinated with the Master Schedule. In the event that the District elects to increase the construction budget to align with this revised Estimate of Probable Total Construction Cost, rather than requiring the Architect to redesign within the budget, Architect's fee shall not be increased based on the District's revised budget.

- A. Upon completion of the District's separate, parallel Estimate of Probable Total Construction Cost, coordinate with District's estimating consultant to reconcile any differences between Architect's Estimate of Probable Total Construction Cost and District's. Architect understands and acknowledges that Architect is responsible for the final, reconciled estimate.

7.07 Report. Provide a written report to District that the final design, as expressed in the final plans and specifications, meets the standard of care of a specialist in California community college design including, without limitation, the following attributes:

- A. Its constructability, workability and biddability;
- B. The finished construction meeting the required levels of structural integrity, watertightness, durability, maintainability, and security, if faithfully carried out;
- C. The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances; and
- D. Does not call for the use of hazardous materials.

7.08 Review of the Final Design by District. Participate and cooperate fully in a review of the Final Design by District, and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary.

ARTICLE 8 BIDDING PHASE

8.01 Bidding. After written authorization to proceed with the Bidding Phase, Architect shall:

- A. Attend Pre-Bid Conferences and Site Visits.
- B. Assist District in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and evaluating bids;
- C. Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
- D. Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
- E. Answer bidder questions and/or issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment. Where appropriate, obtain DSA or other Authority Having Jurisdiction approval.
- F. If requested by District, attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- G. Prepare a conformed set of Drawings and Specifications, reflecting the changes made and approved by the District during the Bidding Phase.

8.02 Where Bids Exceed Budget. If the lowest responsible, responsive bid received from a contractor exceeds the latest approved Estimate of Probable Total Construction Costs, District may, at its discretion:

- A. Award the contract to the lowest responsible, responsive bidder, and give written approval of an increase in District's budget. In this event, Architect's fee shall not be increased based on the District's revised budget.
- B. Reject all bids and rebid the contract.
- C. If the bid amount is more than 10% greater than the Architect's latest accepted Estimate of Probable Total Construction Cost rendered during the Construction Documents Phase, District may require Architect to revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting District's program objectives. Architect shall at its expense, if so directed by District, modify the Construction Documents in order to reduce the Project Construction Costs for the work to be performed by the Contractor within the Project budget for that Contractor's work.
- D. Abandon the Project and terminate this Agreement.

ARTICLE 9 CONSTRUCTION ADMINISTRATION PHASE

9.01 Period of Service. The Construction Administration Phase will commence with the execution of the prime contract to be executed for the work of the Project, and will terminate upon written recommendation by Architect for final payment on the prime contract completion.

9.02 General Administration of Construction Contract.

- A. Architect shall consult with and advise District and act as District's representative as provided in Document 00 72 00 General Conditions and Division 01 Specifications (herein called the "**General Conditions**"). Architect shall review the General Conditions prior to award of the Construction Agreement, and shall perform all duties which the General Conditions provide will be performed by the "Architect" or "Architect/Engineer".
- B. Architect will have authority to act on behalf of District to the extent provided in the General Conditions of the Construction Contract, provided, however, that District may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect as soon as practicable thereafter.
- C. Architect will work with District, Project Manager, and any other Project Inspectors, testing agencies, and governmental agencies as set forth in the General Conditions and this Contract. Architect consents to District's retaining of a construction manager who may perform some or all of the functions assigned to Project Manager in this Agreement.
- D. For purposes of this Appendix A, words and phrases having a defined meaning under the General Conditions shall have that defined meaning in this Appendix A, including, without limitation, the terms "**Site**", "**defective**", "**Contract Documents**", "**Shop Drawings**", "**Samples**", "**Inspector**" and "**Design-Build Contractor**".
- E. Architect and Resident Project Representative (if required) shall attend the Preconstruction Conference.
- F. Architect shall, after approval of the plans and specifications by the DSA, and as soon as the construction contract is let, but before construction is started, provide notice to the DSA as required by the California Code of Regulations.

9.03 Visits to Site and Observation of Construction.

- A. Architect shall make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Verified Reports and any other reports or certifications required by the California Education Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor's work. Architect shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.
- B. Architect shall endeavor to protect the District against defects and deficiencies in the execution and performance of the work of the Project.
- C. Architect shall advise District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress of work.
- D. Architect shall establish and maintain to the satisfaction of District, a computer database compatible with the database maintained by District. The Architect's database shall maintain complete and accurate records regarding defective work, work not in conformance with Drawings and Specifications, and lack of progress of work, and shall cross reference such work to the Drawings and Specification sections violated. Architect shall make such database available to District at all reasonable times and turn over the database to District upon completion or termination of this Agreement.
- E. Architect shall not, during visits or as a result of observations of Contractor's work in progress, supervise, direct or have control over Contractor's work.

- 9.04 Resident Project Representative.** Unless agreed specifically otherwise, Architect shall not provide the services of a Resident Project Representative at the Site to assist Architect to provide continuous observation of the Project.
- 9.05 Defective Or Nonconforming Work.** Architect shall make written recommendations to Project Manager to disapprove or reject Contractor's work, or to accept Contractor's work with a reduction in Contract Cost, while it is in progress, if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 9.06 Interpretations, Clarifications and Corrections.**
- A. Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Contract Documents and in connection therewith assist Project Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than two working days) so as to cause no delay to Contractor or the Project.
 - B. Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.
 - C. On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.
- 9.07 Verified Reports.** Architect shall make the "verified reports" required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and DSA.
- 9.08 Review of Submittals and Requests for Information.**
- A. Architect shall review, approve or take other appropriate action as set forth in the General Conditions in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Specification 01 13 00 Submittals (collectively referred to herein as "**Submittals**"), and review and reply to RFI's, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond to RFI's longer than two working days after their receipt and other submittals any longer than ten days after their receipt.
 - B. Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless same has been expressly specified by Architect.
 - C. Architect shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.
 - D. Architect shall maintain to the satisfaction of District a computer based system to record, control and manage the review of Submittals and RFI's, which shows the interrelationships among and between such documents and requests for changes or claims, Bulletins and/or potential and/or approved change orders, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times. If District utilizes a PMS, as described in Paragraph 2.02.M.3, to manage and record Project documents. Architect shall use this system in lieu of a separate computer based system.
 - E. Architect shall provide to Project Manager for District approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.
- 9.09 Communications with Contractor.**

- A. Any communications between Architect and Contractor regarding any form of change to the construction contract's Contract Documents (including, without limitation, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to Project Manager. All such communications shall be delivered to Project Manager for delivery to the Contractor, except for actions on submittals, which shall be sent directly to Contractor with a copy to the District's Project Manager. Architect shall not communicate directly with the Contractor. Conversely, Architect shall receive all written communications from the Contractor through the Project Manager. The District, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.
- B. As required in the General Conditions, Architect shall review all written communications from Contractor, recommend actions to be taken by District, and reply in writing to Project Manager regarding the following:
 - 1. Applications for payment.
 - 2. Requests for changes in contract costs or duration of project.
 - 3. Disputes with respect to technical aspects of contract documents.
 - 4. Requests for interpretation and clarification of contract documents.

9.10 Substitutions.

- A. Architect shall evaluate and determine the acceptability of a maximum of two (2) substitute materials and equipment proposed by Contractor. Should the number of substitutions submitted by the Contractor exceed two (2), Architect shall inform the District, who will at their discretion, authorize the Architect to proceed on Additional Services basis.
- B. Architect shall review quality control submittals and requests for substitution from Construction Contractor in a timely manner and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

9.11 Inspections and Tests.

- A. Architect shall request Project Manager to require special inspection or testing of the work whenever necessary to Architect's performance of its duties hereunder.
- B. Architect shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- C. Architect shall observe work to determine if work or portions of work are substantially complete, and for development of punch lists, and final completion.
- D. Architect shall attend all weekly construction contract progress meetings.

9.12 Disputes Between District and Contractor. Architect shall act as initial interpreter of the requirements of technical aspects of the Contract Documents as required by the General Conditions.

9.13 Applications for Payment.

- A. Based on Architect's on-Site observations as an experienced and qualified design professional, on information provided by the Project Inspector and on review of applications for payment and the accompanying data and schedules, Architect shall assist Project Manager in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.

- B. Recommendations of payment by Architect will constitute a representation to District that:
 - 1. The work has progressed to the point indicated;
 - 2. To the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- C. In the case of unit price work, Architect's recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by District and other consultants (subject to any subsequent adjustments allowed by the Contract Documents).
- D. By recommending any payment Architect will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect to check the quality or quantity of Contractor work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect in this Agreement and the General Conditions.

9.14 Contractor's Completion Documents.

- A. Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to District with written comments and recommendation on their conformance with Contract requirements.
- B. Architect shall employ and engage personnel who are sufficiently qualified to conduct meaningful review of maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, and tests.

9.15 Final Observations. Architect shall conduct observations to determine if the work or portions of the work is substantially complete and a final observation to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give written notice to the Project Manager that the work either is or is not acceptable subject to any conditions therein expressed.

9.16 Post-occupancy Review. Architect and sub-consultants shall participate in one (1) "post occupancy review".

- A. Architect and sub-consultants will participate in a comprehensive walk through of the facility with the District, Commissioning Agent and Construction Manager no later than one month prior to the end of the warranty period.
- B. Architect will prepare a report based on site observations and discussion with the District of systems and materials that are not serving their intended use, show excessive wear and tear, or are not performing as designed. A draft of this report will be provided to the District no more than one week following the walk through.

9.17 Time of Construction Phase.

- A. Any prolonged construction phase services past the construction completion date defined in the Construction Contract, due in whole or in part to Architect's failure to perform its obligations under this Agreement, shall be included in Design Service.

- B. Prolonged construction phase services not due in whole or in part to any failure of Architect to perform under this Agreement, and which exceed by less than 30 days the actual construction duration defined in the Construction Contract, or which exceed by less than 20% of the expected construction duration in Appendix C, whichever is longer, shall be included in Design Service.

ARTICLE 10 OPERATION/PROJECT CLOSE-OUT PHASE

10.01 Period of Service. The Operation/Project Close-Out Phase will commence with the issuance of the certificate of Substantial Completion, and will terminate one year thereafter.

10.02 Operation/Project Close-Out. During the Operation/Project Close-Out Phase, Architect shall, when requested by District:

- A. Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.
- B. Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect shall have specified start-up and testing procedures in the contract documents.)
- C. Cooperate with District's commissioning agent, if any, for specialized equipment and systems.
- D. Provide assistance in connection with completion of punch list work, including without limitation, preparing the initial comprehensive punch list and conducting no more than two follow up Site visits (with follow up punch listing if necessary) in addition to other responsibilities under this Agreement.
- E. Assist District in coordination of training District's staff to operate and maintain equipment and systems as necessary.
- F. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
- G. Together with District, visit the Project to observe any apparent defects in the completed construction, assist District in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.
- H. Together with District and Project Manager, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by DSA for its final Project approval.
- I. Prepare electronic record sets and sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect.
- J. Prepare electronic record sets and set of record prints showing those changes made during the construction process, based on the marked-up Technical Specifications and other data furnished by Contractor to Architect. Electronic data shall conform to District requirements for compatibility with District equipment and software.
- K. Assist District's transition and occupancy teams as requested by District.
- L. Architect shall assist the District in the resolution of post-construction claims.

ARTICLE 11 PAYMENTS TO ARCHITECT

11.01 Payments to Architect shall be made according to Appendix B, "Payments to Architect".

ARTICLE 12 ADDITIONAL SERVICES

12.01 Performance. Services required to be performed by Architect upon request by District, which are described hereinafter as Additional Services, must be authorized by District in writing prior to Architect performing Additional Services.

12.02 Compensation for Additional Services. Architect shall be compensated for Additional Services as set forth in Appendix B unless the parties agree on lump sum compensation for particular work activities.

12.03 Services. The following services shall be considered Additional Services:

- A. Making revisions in reports, drawings, or other documents, if:
 - 1. Such revisions are not necessary because of a deficiency in Architect's Services, and
 - 2. Such revisions are inconsistent with the District's prior written approvals or instructions, or are required by the enactment or revision of codes, laws or regulations after such documents were prepared, or are due to other causes not solely within the control of Architect.

Notwithstanding the foregoing, Architect shall not be entitled to Additional Services compensation for revisions to any item (including, without limitation, Design Development documents and Construction Documents) required to bring the Project or portions thereof into budget due to changes in market conditions (general or specific) that Architect knew about, or should have known about had it used reasonable care under the circumstances.
- B. Changes in scope, such as revisions of approved reports or design documents. Changes in schedule can be a change in scope only if Architect has fully performed its scheduling and coordination responsibilities required and the changes in schedule are in addition to these responsibilities.
- C. Required out-of town travel beyond limits specified in Appendix B.
- D. Assistance in connection with bid protests and rebidding when such assistance is required by matters unrelated to Architect's deficient performance.
- E. Property surveys or field surveys for design purposes, engineering surveys, and staking, to the extent not required by other provisions of this Agreement.
- F. Preparing to serve or serving on behalf of District as an expert witness in connection with any arbitration, administrative or other proceeding or legal proceeding. Preparing to serve or serving as a percipient witness shall not be considered an Additional Service.
- G. Preparing applications and supporting documents for governmental grants and permits. However, participating in consultations and evaluation of the effect of associated requirements on Project design requirements shall not be considered an Additional Service.
- H. Services to verify the accuracy of geotechnical information.
- I. Assisting in actual claims resolution efforts when such assistance is required by matters unrelated to Architect's performance.
- J. Providing any other services requested by District that are not otherwise included in this Agreement and are not customarily furnished in accordance with generally accepted architectural, engineering, and other professional practice.
- K. Providing additional insurance coverage requested by District beyond that specified in the Agreement, except that no markup will be allowed. Architect shall promptly comply with such request.
- L. Substitutions beyond the maximum of two (2) described in Paragraph 9.10A.

- 12.04** All work or services required as a result of any failure by Architect to perform its obligations under this Agreement shall be performed by Architect at no additional cost as part of Design Services and shall not be deemed Additional Services.

ARTICLE 13 PERIODS OF SERVICE

- 13.01 Milestones.** Certain Project Milestones are contained in the Appendix C Milestone Schedule. Specific milestones for completion of Phases and tasks within each phase will be included in the Master Schedule to be provided by District.
- 13.02 Commencement of Services.** Architect shall not commence Services on any succeeding phase of Services until completion of services on existing and prior phases of Services and Project Manager has provided Architect with written notice to commence the succeeding phase of Service, unless Project Manager, in its sole discretion, authorizes Architect to do so.

ARTICLE 14 DISTRICT'S RESPONSIBILITIES

- 14.01 Project Manager.** District shall designate a Project Manager, who is authorized to act on District's behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly to avoid unreasonable delay in the progress of Architect's services. District may delegate all or some of Project Manager's role and function to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.
- 14.02 Design Requirements.** District shall provide criteria and information regarding design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.
- 14.03 Property Information.** District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.
- 14.04 Documents.** District shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all District's surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.
- 14.05 Surveys.** District shall provide engineering surveys to establish reference points for construction.
- 14.06 Hazardous Materials.** District shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.
- 14.07 Permits and Approvals.** Architect shall assist District in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Architect's duty to secure all required design approvals from DSA).
- 14.08 Site Access.** District shall provide Architect reasonable access to the Site provided Architect complies with all security and safety requirements, and coordination requirements.
- 14.09 Project Inspector.** District shall supply the Project Inspector(s) required by the Education Code and Title 24.

END OF APPENDIX A

APPENDIX B

PAYMENTS TO ARCHITECT

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ARCHITECT] (“Architect”) providing for professional services.

ARTICLE 1 MAXIMUM PAYMENT

- 1.01 District shall pay Architect an agreed-upon sum for Design Project Services.
- 1.02 Excluding Additional Services only, the Maximum Payment to Architect for Services performed under this Agreement shall not exceed progress on the Project Services described in Appendix A, Services to be Performed by Architect, the stated budget for the Services, and the amounts shown under Paragraph 2.02 below.
- 1.03 For purposes of this Appendix B, all work performed by Architect prior to this Agreement shall be deemed performed under this Agreement and considered in calculating Architect’s payments due under this Agreement. The Maximum Payment to Architect described above shall apply in all circumstances except Additional Services.
- 1.04 Architect’s fee for the Project shall not exceed [Insert Amount in Words] Dollars (“Maximum Payment Amount”), payable in phases as provided in paragraph 2.01 below
- 1.05 This measure shall constitute Architect’s full compensation for its Services for all Design Services included in Appendix A, and all expenses required by the agreement, but does not include payment for any Additional Services. Overhead shall be included in Design Services and allowable markup for Additional Services. Overhead shall include but is not limited to.
 - A. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary;
 - B. Computer services;
 - C. Reproduction services for in-house use;
 - D. Salaries of home office principals, executives, administration/accounting support;
 - E. Home office expenses such as rent, utilities, janitorial services, etc.;
 - F. Insurance premiums;
 - G. Expenses for travel as defined in Paragraph 4.03 below.
- 1.06 If District changes the scope of the Project referenced in Appendix A Paragraph 1.01, either increasing or decreasing the scope of Architect’s Services, then the parties shall calculate an amended lump sum fee based upon the revised Project value. If District changes Project scope after Architect has commenced Services on the Project, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Architect’s incurred costs and progress under Paragraph 2.02 below, and the revised scope of Services and revised fee remaining. Architect’s fee will not, however, include a change in the Architect’s fee for (a) increased equipment costs or (b) if changes are caused or contributed to by Architect’s errors or omissions.
- 1.07 Maximum Payment Amount includes all design services reimbursable expenses.

ARTICLE 2 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ARCHITECT

2.01 For Design Services on the Project: District shall pay Architect for design services rendered under Appendix A:

- A. A sum not exceeding the Maximum Payment Amount for the Project identified in Article 1 above; and
- B. For the phases listed in Paragraph 2.02 below, a sum not exceeding the amount so allocated to that phase. Within each phase listed in Paragraph 2.02 below, Architect shall be paid according to its percentage completion of each phase.

2.02 Maximum Payment to Architect by Phase

PHASE	Percentage	AMOUNT
Programming Phase	5%	
Schematic Design Phase	15%	
Design Development Phase	20%	
Construction Document Phase		
Submittal to DSA	15%	
Approval by DSA	15%	
Bidding Phase	5%	
Construction Phase	20%	
Operation/Project Close-Out Phase	5%	
TOTAL DESIGN SERVICES	100%	

2.03 Additional Services District shall pay Architect for Additional Services rendered under Appendix A as follows:

- A. General. For Additional Services of Architect’s principals and professional and technical staff, and that of identified Subconsultant principals and professional staff, engaged directly on the Project and rendered pursuant to Appendix A Article 12, on the basis of a lump sum negotiated between the parties, or, at District’s option, at the Billing Rates (as defined below).
- B. Subconsultants. For Additional Services of Subconsultants employed by Architect to render Additional Services pursuant to Appendix A Article 11, either as part of the lump sum negotiated in accordance with paragraph 2.03.A. above, or the amount billed to Architect times a factor of 1.10.
- C. Hourly Basis. For Additional Services on an hourly basis, Architect agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the District.
- D. Reimbursable Expenses. Except as set forth in Paragraphs 2.03.E. and 2.03.F. below, District shall pay Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.
- E. Other Expenses. For expenses not required by the Agreement, the District shall reimburse the following expenses at a rate of 1.10 times cost, whether incurred on Design Services or Additional Services: any plotting of Drawings, Specifications and Bidding Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the District.
- F. Photocopying and Postage. On Design Services, District shall pay Architect 1.10 times cost for expenses for plotting, photocopying, and postage.

ARTICLE 3 TIMES OF PAYMENTS

3.01 Architect shall be paid according to actual percentage of completion of designated phases of the Design Services as specified in Paragraph 2.02 above.

- 3.02** Architect shall submit monthly statements for Design and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based on Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The District shall promptly review Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

ARTICLE 4 DEFINITIONS

- 4.01** "Architect's Billing Rates" apply to all Architect and (unless otherwise agreed by District) Subconsultants' professional and technical personnel (architects, engineers and drafters) engaged directly on the Project. Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel. For purposes of this Agreement, Architect and Subconsultants' Billing Rates included in its Proposal are attached as Exhibit 1 to this Appendix B.
- 4.02** "Reimbursable Expenses" mean actual expenses incurred by Architect or Subconsultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the District, overtime work requiring higher than regular rates.
- A. Reimbursable Expenses shall not include Local Travel.
- B. Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Architect.
- 4.03** "Local Travel" means travel between Architect's offices and San Mateo County, and travel to any location within a fifty-mile radius of either Architect's office or San Mateo County.

END OF APPENDIX B

EXHIBIT 1 TO APPENDIX B

[Insert Architect/Subconsultant’s Schedule of Billing Rates]

END OF EXHIBIT 1 TO APPENDIX B

SAMPLE

APPENDIX C

MILESTONE SCHEDULE

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ARCHITECT], (“Architect”) providing for professional services.

The following table is a list of activities to be performed by Architect, District and other parties with regard to Services under this Agreement, for which specific completion dates for milestones are set:

No.	ACTIVITY	MILESTONE DATE
1.	COMMENCEMENT	
2.	PROGRAMMING PHASE	
3.	SCHEMATIC DESIGN PHASE	
4.	DESIGN DEVELOPMENT PHASE	
5.	CONSTRUCTION DOCUMENT PHASE	
6.	BIDDING PHASE	
7.	CONSTRUCTION PHASE	
8.	OPERATION/PROJECT CLOSE-OUT PHASE	

END OF APPENDIX C

APPENDIX D

DELIVERABLES

[TO BE UPDATED AND REVISED TO REFLECT FINAL SCOPE OF SERVICES]

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “**District**”), and [ARCHITECT], (“**Architect**”) providing for professional services.

Architect’s deliverables under the Agreement are as follows. Architect shall submit to District all deliverables as specified in Paragraph 2.03, General Criteria Governing Architect’s Deliverables on Project, of Appendix A:

ARTICLE 1 DSA COORDINATION DELIVERABLES

1.01 The deliverables required for the Division of the State Architect (“**DSA**”) coordination are defined in Article 2 and Article 3 of Appendix A, and include without limitation the following:

- A. Report on time required for review and approval of project plans and specifications (for inclusion in project master schedule).
- B. Report on suggested methods of DSA pre-approval of change orders.
- C. Report on all deferred approval items for which contractor must submit early its shop drawings, product samples and other submittals, necessary for DSA review and approval in time to not impact construction progress.
- D. Recommendations on selection of Project Inspector, approval of proposed Project Inspector, and submit required application for approval to DSA.
- E. Recommendations on choice of testing agency suitable for the contract.

ARTICLE 2 PROGRAMMING PHASE

2.01 The deliverables required by the Programming Phase are defined in Article 4 of Appendix A and include without limitation the following:

- A. Space schematics/flow diagrams.
- B. Existing facility survey information.
- C. Preliminary Estimate of Probable Total Construction Cost.

ARTICLE 3 SCHEMATIC DESIGN PHASE

3.01 The deliverables required by the Schematic Design Phase are defined in Article 5 of Appendix A and include without limitation the following:

- A. Written recommendations on required additional information and data.
- B. Estimate of Probable Total Construction Cost and duration of the Project, and alternatives.
- C. Schematic layouts, sketches and conceptual design criteria, with supporting reports and exhibits.
- D. Comparative studies for major building systems (for Lifecycle Alternates Workshop).
- E. Work phasing recommendations.
- F. Information and diagrams for required meetings.
- G. Report of interfacing meeting with District groups

- H. Summary Report of Design Compliance with CEQA Mitigation Measures.

ARTICLE 4 DESIGN DEVELOPMENT PHASE

- 4.01** The deliverables required by the Design Development Phase are defined in Article 6 of Appendix A and include without limitation the following:
- A. Reports on whether further data, information or permits or reports are needed.
 - B. Revised Estimate of Probable Total Construction Cost.
 - C. Written design criteria for mechanical and electrical systems.
 - D. Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
 - E. Information and diagrams for required meetings.
 - F. Technical criteria, written descriptions and design data as needed for permits and approvals.
 - G. Comprehensive update on Estimates on Probable Total Construction Costs and duration of the Project.
 - H. Preparation of supplementary conditions to the Construction Contract and additional bidding requirements.
 - I. Required disclosures regarding the final design.
 - J. Written certification.
 - K. Updated Summary Report of Design Compliance with CEQA Mitigation Measures.

ARTICLE 5 CONSTRUCTION DOCUMENT PHASE

- 5.01** The deliverables required by the Construction Document Phase are defined in Article 7 of Appendix A and include without limitation the following:
- A. Reports on whether further data, information or permits or reports are needed.
 - B. Revised Estimate of Probable Total Construction Cost.
 - C. Written design criteria for mechanical and electrical systems.
 - D. Comparative cost studies for major building systems (for Life Cycle Alternates Workshop).
 - E. Information and diagrams for required meetings.
 - F. Technical criteria, written descriptions and design data as needed for permits and approvals.
 - G. Comprehensive update on Estimates on Probable Total Construction Cost and duration of the Project.
 - H. Preparation of supplementary conditions to the Construction Contract and additional bidding requirements.
 - I. Required disclosures regarding the final design.
 - J. Written certification.
 - K. Final Summary Report of Design Compliance with CEQA Mitigation Measures.

ARTICLE 6 BIDDING PHASE

- 6.01** The deliverables required by the Bidding Phase are defined in Article 8 of Appendix A and include without limitation the following:

- A. Written addenda (where necessary).
- B. Written determinations regarding proposed substitutes.
- C. Conformed set of drawings and specifications.
- D. Notice of Contract to DSA.

ARTICLE 7 CONSTRUCTION PHASE

7.01 The deliverables required by the Construction Phase are defined in Article 9 of Appendix A and include without limitation the following:

- A. Necessary notices, communications, interpretations, clarifications, as required by and in the format required by Paragraph 8 of Appendix A, including without limitation:
 - 1. Verified Reports of Architect, Inspector, and Contractor submitted in the form and frequency required by Title 24, and at conclusion of Project or Consultant's services.
 - 2. Notice of start of construction.
 - 3. Reports and notices as required by other Authorities Having Jurisdiction.
 - 4. Contractor Payment Recommendations
 - 5. Field Reports
 - 6. RFI Responses
 - 7. Submittal Reviews
 - 8. Opinion Memos regarding entitlement for Contractor's change order requests (upon Project Manager's request).
- B. Certificates of Substantial Completion and Final Completion.
- C. Punch lists.

ARTICLE 8 OPERATION/PROJECT CLOSE-OUT PHASE.

8.01 The deliverables required by the Operation/Close Out Phase are defined in Article 10 of Appendix A and include without limitation the following:

- A. Electronic record sets and sets of reproducible record prints of drawings showing changes made during construction.
- B. Electronic record sets and sets of prints of Technical Specifications showing changes made during construction.

ARTICLE 9 BIM

9.01 See requirements of Appendix F BIM.

END OF APPENDIX D

APPENDIX E

INSURANCE

[Subject to District Contracts Manager Review]

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “**District**”), and [ENTER NAME OF ARCHITECT], (“**Architect**”) providing for professional services.

ARTICLE 1 ARCHITECT’S DUTY TO SHOW PROOF OF INSURANCE.

1.01 Prior to the execution of this Agreement, Architect shall furnish to District Certificates of Insurance showing satisfactory proof that Architect maintain for the entire period required by this Agreement, as further described below, the following insurance, in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California and rated by A. M. Best & Company “**A-**” or better, financial category size **X** or better, which will protect those described below from claims described below which arise or are alleged to have arisen out of or result from the acts or omissions of Architect for which Architect may be legally liable, whether performed by Architect, or by those employed directly or indirectly by it, or by anyone for whose acts Architect may be liable:

A. Commercial General Liability Insurance

Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per location limits of not less than \$2,000,000 annual general aggregate and \$1,000,000 each occurrence.

B. Excess Liability Insurance

Excess liability insurance, on an “Occurrence” form, coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability: \$2,000,000 Bodily Injury and Property Damage Liability, \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Operations.

C. Business Automobile Liability Insurance

Business automobile liability insurance with limits not less than \$1,000,000; each occurrence including coverage for owned, non-owned and hired vehicles.

D. Workers’ Compensation Insurance

Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Architect’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Architect is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

E. Professional Liability Insurance

Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than \$1,000,000 each claim, or (b) limits of not less than \$2,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant’s negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall be maintained for a period of five years after the Completion of the Services.

ARTICLE 2 SUBCONSULTANT INSURANCE *[Optional—to be addressed on an Agreement-By-Agreement basis]*

2.01 The Subconsultants identified below shall maintain all insurance required to be maintained by Consultant, with minimum limits as indicated:

Subconsultant	CGL Amount	Automobile Amount	Professional Amount
	\$1M per Occur/ \$2M Agg	\$1M	\$1M

ARTICLE 3 INSURANCE TERMS AND CONDITIONS:

- 3.01** Status of SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT as Additional Insured.
The SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT and its Trustees, officers, officials, agents, representatives, employees, and volunteers, shall be named as additional insureds on Consultant’s primary and excess Commercial General Liability policy, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
- 3.02** **Waiver of Subrogation.**
- A. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against San Mateo County Community College District and all other additional insureds.
- 3.03** The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability, and the policies shall not contain any “cross suits” or “insured vs. insured” exclusions with regards to the coverage afforded to additional insureds.
- 3.04** Certificates of Insurance shall include the following statement: “Written notice of cancellation, non-renewal or of any material change in policy shall be mailed to District thirty (30) days in advance of the effective date thereof.”
- 3.05** Architect’s (and if applicable Subconsultant’s) insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than that amount Architect shall be called upon to contribute to a loss covered by insurance for the named insured. Any District insurance shall be excess and noncontributing to any insurance available to the District as an additional insured under Consultant’s (or any Subconsultant’s) primary and excess Commercial General Liability policies provided pursuant to this Agreement
- 3.06** Nothing contained herein shall be construed as limiting in any way the extent to which Architect or any of its Subconsultants or employees may be held responsible for payment of damages resulting from their operations.

END OF APPENDIX E

APPENDIX F

BUILDING INFORMATION MODEL

[If applicable to Project; to be Included in Both Architect Agreement and Construction Contract]

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ARCHITECT] (“Architect”) providing for professional services.

1. Building Information Modeling Goals

- 1.1. To the greatest extent practical, all Project information will be developed and maintained through the use of Building Information Modeling ("BIM"). The design will be developed in the BIM, constructability and cost information will be incorporated through the BIM, conflict resolution will occur through the BIM, Shop Drawings will be submitted and reviewed through the BIM, and the BIM will be kept current to reflect as constructed conditions. In addition, BIM elements will contain information relevant to facility operation and maintenance that can be exported to District's computerized maintenance management system.

2. Architect's Design and Initial Hosting of BIM

- 2.1. Architect shall develop a Building Information Model ("BIM") based on the architectural and structural designs throughout design development, including development of the Design Development Phase Drawings, the final Drawings and any modifications approved by District.
- 2.2. Architect shall develop the BIM based on best practices within applicable architectural and engineering disciplines, including without limitation the applicable level of development ("LOD") for each element of the Project, and shall provide District with a report identifying such matters and areas for further (or lesser) development. Following District approval, Architect shall develop the BIM as directed or approved by District.
- 2.3. Architect shall host and manage the BIM during development of the Project's design. Architect's hosting and managing responsibilities shall include without limitation: (i.) collecting, coordinating, and confirming the usability of, incoming models from Project participants; (ii.) maintaining periodic record copies; (iii.) aggregating incoming models and making the BIM available for use and viewing by Project participants; (iv.) performing and assisting in performing clash detection in the model and/or with any District-approved modifications; (v.) issuing periodic clash detection reports; (vi.) managing access rights; and (vii.) updating the BIM to reflect current designs and revisions.
- 2.4. Architect shall correct and clarify any clashes, coordination or issues resulting from the BIM within Architect's Design Services. Coordination and design corrections and clarifications resulting from such further modeling (whether performed by Architect, Contractor or sub-contractors) shall be within Architect's Design Services.

3. BIM Workshop and Pre-Construction Phase BIM Activities

- 3.1. If directed by District, Architect and its design team will meet with the Contractor and all sub-contractors that will be interacting with or using BIM information to develop protocols for developing, implementing, reviewing, and exchanging information through the BIM ("BIM Workshop"). Through the BIM Workshop, Contractor, major sub-contractors and Architect's design team will discuss, coordinate, test and adjust their BIM practices, to allow information to be used, to the greatest practical extent, by all parties for their respective purposes.
- 3.2. The Architect shall draft rules and guidelines for accessing and developing the BIM ("BIM Execution Plan"). Architect will be responsible for managing compliance with the BIM

Execution Plan, and will be responsible for any costs incurred by the District as a result of the damage to the BIM caused by any failure to comply with the BIM Execution Plan.

4. Transfer to and Hosting of BIM by Contractor

4.1. Upon the completion of Final Construction Documents, Architect will transfer the BIM to Contractor who will host and manage the BIM through construction and until completion of the Project. Contractor will use the BIM to assist Contractor in its work to coordinate the design and the implementation of the design by Contractor and its sub-contractors. Contractor will manage the clash detection and coordination process during the construction phase, through preparation of all shop drawings and submittals necessary for construction. Contractor will continue to accomplish clash detection.

5. General

5.1. Architect and Contractor and each major sub-contractors must be capable of utilizing the BIM to perform the functions set forth in paragraphs 2.1 and 3.1 above.

5.2. **Ownership.** The Building Information Model and subsidiary models necessary for design and construction of the Project are the property of the District, and the Architect agrees to provide the District, as a deliverable before Final Completion, the BIM and all related files in its possession. Despite the above, design elements that were created by the Architect or other Project team members as extensions to commercially available BIM software will remain the property of the respective party that created the extension, regardless of whether it was used in the BIM for this project. District will hold a non-exclusive, irrevocable royalty-free, world-wide license to those design elements for purposes of this Project.

5.3. **Licensing.** The Architect is granted a limited, non-exclusive license to use and reproduce applicable portions of the BIM, subsidiary models and related BIM information solely for the purpose of designing, analyzing, and constructing this Project and for its future maintenance and remodeling. In addition, provided the Architect has not been terminated for convenience or cause, the District grants the Architect and Construction Manager a non-exclusive, perpetual license for use or display of the Project BIM information solely for educational or promotional purposes.

5.4. The BIM provides controlling dimensional information except where the dimensional drawings are intended to be prepared at a greater level of accuracy, in which case the final permitted Drawings or Specifications control.

END OF APPENDIX F

APPENDIX G

DISCIPLINES/SPECIALTY SUBCONSULTANTS

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ARCHITECT] (“Architect”) providing for professional services.

Architect shall provide to District all professional architectural and engineering services necessary to perform the Services in all phases of the Project to which this Agreement applies. Services will include, but are not limited to, providing all professional architectural and engineering services necessary to perform the Services and complete Project to which this Agreement applies including, but not limited to, all architectural services and providing the following discipline/specialty subconsultants as required to perform the Services on the Project to which this Agreement applies.

Discipline/Specialty [PM to conform to project]	Proposed Firm Name (Subject to District Approval)
Civil Engineer	
Structural Engineer	
MEP Engineering/Energy	
Landscape Architect	
Pool Design & Engineering	
Fire Protection Engineer	
Acoustical Consultant	
Audio Visual Consultant	
Building Envelope / Waterproofing	
LEED Consultant	
Commissioning Agent	Furnished by District

END OF APPENDIX G

APPENDIX H

DISTRICT DESIGN STANDARDS

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ENTER NAME OF ARCHITECT], (“Architect”) providing for professional services.

[INSERT CURRENT DESIGN STANDARDS AND CONSTRUCTION SPECIFICATION LOG LOCATED
HERE: [https://smccd-
public.sharepoint.com/fpo/SitePages/Home.aspx?RootFolder=%2Ffpo%2FProjects%2FDesign%20
Standards&FolderCTID=0x012000A4ACA71DCC991B409AC6DBA360514349&View={CB69A40B-
EB1F-4A59-8A53-66DFB8005A3A}](https://smccd-public.sharepoint.com/fpo/SitePages/Home.aspx?RootFolder=%2Ffpo%2FProjects%2FDesign%20Standards&FolderCTID=0x012000A4ACA71DCC991B409AC6DBA360514349&View={CB69A40B-EB1F-4A59-8A53-66DFB8005A3A})]

END OF APPENDIX H

APPENDIX I
[SELECT APPROPRIATE CAMPUS MMRP APPLICABLE TO PROJECT]
DISTRICT MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

This is an Appendix attached to, made a part of, and incorporated by reference to the Agreement dated [DATE] between the San Mateo County Community College District (the “District”), and [ENTER NAME OF ARCHITECT], (“Architect”) providing for professional services.

Architect shall incorporate the requirements of the following mitigation measures adopted by the District into the Project design, including but not limited to any findings and recommendations from other third party generated reports to facilitate these measures, at no additional cost to the District. The mitigation measures are described in the Mitigation Monitoring and Reporting Program document located at: https://smccd-public.sharepoint.com/fpo/Projects/Master%20Plans/2015/EIR/SMCCCD_MMRP_11122015.pdf. The District’s Environmental Impact Report (EIR) document is located at: https://smccd-public.sharepoint.com/fpo/Projects/Master%20Plans/2015/EIR/SMCCCD_DEIR_CD_Web.pdf

Cañada College
Aesthetics

- A. Mitigation Measure CC-AES-2: Apply aesthetic design treatments to buildings within scenic views, including vistas, at Cañada College
 - 1. Buildings associated with the Project to be located within scenic vista views will be designed in a manner that allows these features to blend with the surrounding built and natural environments so that these structures complement the visual landscape. The District will meet with the Town of Woodside Manager regarding the architecture of Building 1 at Cañada College. The following measures will be applied.
 - i. Visible roofing materials will be selected to balance aesthetics with energy performance and compliance with codes and standards using a color shade that is visually cohesive with and darker than the general surrounding natural area. Colors may be chosen from the U.S. Department of the Interior Bureau of Land Management (BLM) Standard Environmental Colors Chart CC-001: June 2008. The building designer will employ the use of color panels as mock-ups which will be evaluated from key observation points during common lighting conditions (front versus backlighting) to aid in the appropriate color selection. Panels will be a minimum of 3 by 2 feet in dimension and will be evaluated from various distances, but within 1,000 feet, to ensure the best possible color selection. Color selection will be made for the coloring of the most prevalent season, and the intent is to match the panels to this surrounding coloring and pick a color that best fits. Choosing a shade that is darker will allow the surface to recede and blend within the visual landscape whereas a lighter color advances or is more apparent within the visual landscape.
 - ii. New building facades will be finished in earth tones to help buildings blend better within the natural setting. White and lighter beiges and tans, which would make buildings stand out and contrast against nearby darker tree canopies, will be avoided.
- A. Mitigation Measure CC-AES-3: Apply minimum lighting standards at Cañada College
 - 1. The District will implement an interior lighting policy for all new buildings that does the following:
 - i. Building design would be required to include low-intensity interior safety lighting for use during afterhours. This practice would decrease the amount of nighttime light that would occur from using standard interior lighting as safety lighting.
 - ii. Use of interior lights to ensure building safety as required by code, but the unnecessary overuse of interior nighttime lighting would be prevented by requiring that interior spaces implement a “lights-off” policy. This practice requires that all non-safety lighting be turned off at night (such as in offices,

classrooms, and hallways), after instructional hours. This may be accommodated by utilizing automatic motion sensor lighting that is programmed for use afterhours.

- iii. Use of harsh mercury vapor or low-pressure sodium bulbs would be prohibited.
2. All artificial outdoor lighting will be limited to safety and security requirements, designed using Illuminating Engineering Society's design guidelines and in compliance with International Dark-Sky Association approved fixtures. All lighting is designed to have minimum impact on the surrounding environment and will use downcast, cut-off type fixtures that direct the light only towards objects requiring illumination. Shielding will be utilized, where needed, to ensure light pollution is minimized. Therefore, lights will be installed at the lowest allowable height and cast low-angle illumination while minimizing incidental light spill onto adjacent properties, open spaces, or backscatter into the nighttime sky. The lowest allowable illuminance level will be used for all lighted areas and the amount of nighttime lights needed to light an area will be minimized to the highest degree possible. Light fixtures will have non-glare finishes that will not cause reflective daytime glare. Lighting will be designed for energy efficiency and have daylight sensors or be timed with an on/off program. Lights will provide good color rendering with natural light qualities with the minimum intensity feasible for security, safety, and personnel access. Lighting, including light color rendering and fixture types, will be designed to be aesthetically pleasing.
 3. LED lighting will avoid the use of blue-rich white light lamps and use a correlated color temperature that is no higher than 3,000 Kelvin (International Dark-Sky Association 2010a, 2010b, 2015). Wherever possible and pragmatic, the District will use fixtures and lighting control systems that conform to International Dark-Sky Association's Fixture Seal of Approval program. In addition, LED lights will use shielding to ensure nuisance glare and that light spill does not affect sensitive residential viewers.
 4. Lights along pathways and safety lighting at building entrances and loading areas will employ shielding to minimize offsite light spill and glare and be screened and directed away from residences and adjacent uses to the highest degree possible. The amount of nighttime lights used along pathways will be minimized to the highest degree possible to ensure that spaces are not unnecessarily over-lit, while still maintaining minimum adequate lighting to provide necessary visibility for security. For example, the amount of light can be reduced by limiting the amount of ornamental light posts to higher use areas and by using hooded wall mounts or bollard lighting on travel way portions of pathways.
 5. In particular, pool lighting will employ spill and glare control features to minimize off-site light pollution. Luminaires will be chosen for the ability to provide horizontal and vertical beam control for better control in directing what is illuminated. In addition, shielding, such as a visor, will be used to further direct light and reduce light spill and ambient light glow. Luminaires will also incorporate photometric reflector systems that are designed to reduce light pollution.
 6. Technologies to reduce light pollution evolve over time and design measures that are currently available may help but may not be the most effective means of controlling light pollution once the Project is designed. Therefore, all design measures used to reduce light pollution will employ the technologies available at the time of Project design to allow for the highest potential reduction in light pollution.
- B. Mitigation Measure CC-AES-4: Remediate the potential for hazard glare at new Kinesiology/Wellness building at Cañada College
1. Windows installed in the new Building 1, Kinesiology/Wellness, will be selected for their ability to minimize glare and specular highlighting. To the extent feasible, windows will be designed to effectively reduce the refractive index of protective glass windows.

Geology and Soils

- A. Mitigation Measure CC-GEO-1: Prepare a site-specific geotechnical investigation for all structures to be occupied by humans at Cañada College and comply with recommendations

1. The District will have a qualified engineer prepare design-level geotechnical investigations for each Project element involving human occupation. The geotechnical investigation report will include recommendations to ensure the building is designed in accordance with the specifications of CGS Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards, and the requirements of the Seismic Hazards Mapping Act, which will minimize the structural damage and risk to humans from seismically induced groundshaking. The Architect of Record, the District and DSA will ensure that recommendations made in the geotechnical report will be implemented as part of the Project's design and construction.
 2. Recommendations may include considerations for design of permanent below-grade walls to resist static lateral earth pressures, lateral pressures caused by seismic activity, and traffic loads; a method for backdraining walls to prevent the buildup of hydrostatic pressure; considerations for design of excavation shoring system; excavation monitoring; and seismic design.
- B. Mitigation Measure CC-GEO-2: Stockpile topsoil removed during construction at Cañada College and reuse stockpiled topsoil during revegetation
1. To ensure maximum topsoil recovery, topsoil will be stockpiled separately from other excavated materials and covered so revegetation and landscaping will use stockpiled topsoil. The Architect/Engineer of record shall delineate separate topsoil stockpile areas from other excavated spoil stockpiles on the civil/landscaping drawings.

Hydrology and Water Quality

- A. Mitigation Measure CC-HYD-2: Design and maintain hydromodification features as postconstruction measures at the Cañada College
1. The Architect/Engineer of record will ensure that facility improvement areas are incorporated into the design prior to the construction phase, where feasible, and located to limit the volume of additional stormwater runoff by matching post-project flows to pre-project flows, and provide for onsite treatment of contaminants. These facility improvement areas will be open, level areas vegetated to allow runoff to be distributed evenly across the area. Generally, they will be designed to treat runoff by filtering raw runoff through the soil media in the treatment area to trap particulate pollutants (suspended solids and trace metals) and promote infiltration. However, alternative methods to treat runoff may be used, such as bio-filtration basins, underground detention and retention vaults or tanks, gravel beds, perforated pipes, stormwater chambers, pervious pavement, and green roofs that contain filtration media. Project areas will be designed to treat runoff so that pollutants (e.g., sediment, landscape fertilizers and/or pesticides, oil from parking areas) can be filtered out and, therefore, the Project will not contribute a substantial number of additional pollutants to runoff.

College of San Mateo

Aesthetics

- A. Mitigation Measure CSM-AES-4: Apply minimum lighting standards at the College of San Mateo
1. The District will implement an interior lighting policy for all new buildings that does the following:
 - i. Building design would be required to include low-intensity interior safety lighting for use during afterhours. This practice would decrease the amount of nighttime light that would occur from using standard interior lighting as safety lighting.
 - ii. Use of interior lights to ensure building safety as required by code, but the unnecessary overuse of interior nighttime lighting would be prevented by requiring that interior spaces implement a "lights-off" policy. This practice requires that all non-safety lighting be turned off at night (such as in offices, classrooms, and hallways), after instructional hours. This may be

accommodated by utilizing automatic motion sensor lighting that is programmed for use afterhours.

- iii. Use of harsh mercury vapor or low-pressure sodium bulbs would be prohibited.
2. All artificial outdoor lighting will be limited to safety and security requirements, designed using Illuminating Engineering Society's design guidelines and in compliance with International Dark-Sky Association approved fixtures. All lighting is designed to have minimum impact on the surrounding environment and will use downcast, cut-off type fixtures that direct the light only towards objects requiring illumination. Shielding will be utilized, where needed, to ensure light pollution is minimized. Therefore, lights will be installed at the lowest allowable height and cast low-angle illumination while minimizing incidental light spill onto adjacent properties, open spaces, or backscatter into the nighttime sky. The lowest allowable illuminance level will be used for all lighted areas and the amount of nighttime lights needed to light an area will be minimized to the highest degree possible. Light fixtures will have non-glare finishes that will not cause reflective daytime glare. Lighting will be designed for energy efficiency and have daylight sensors or be timed with an on/off program. Lights will provide good color rendering with natural light qualities with the minimum intensity feasible for security, safety, and personnel access. Lighting, including light color rendering and fixture types, will be designed to be aesthetically pleasing.
3. LED lighting will avoid the use of blue-rich white light lamps and use a correlated color temperature that is no higher than 3,000 Kelvin (International Dark-Sky Association 2010a, 2010b, 2015). Wherever possible and pragmatic, the District will use fixtures and lighting control systems that conform to International Dark-Sky Association's Fixture Seal of Approval program. In addition, LED lights will use shielding to ensure nuisance glare and that light spill does not affect sensitive residential viewers.
4. Lights along pathways and safety lighting at building entrances and loading areas will employ shielding to minimize offsite light spill and glare and be screened and directed away from residences and adjacent uses to the highest degree possible. The amount of nighttime lights used along pathways will be minimized to the highest degree possible to ensure that spaces are not unnecessarily over-lit, while still maintaining minimum adequate lighting to provide necessary visibility for security. For example, the amount of light can be reduced by limiting the amount of ornamental light posts to higher use areas and by using hooded wall mounts or bollard lighting on travel way portions of pathways.
5. In particular, pool lighting will employ spill and glare control features to minimize off-site light pollution. Luminaires will be chosen for the ability to provide horizontal and vertical beam control for better control in directing what is illuminated. In addition, shielding, such as a visor, will be used to further direct light and reduce light spill and ambient light glow. Luminaires will also incorporate photometric reflector systems that are designed to reduce light pollution.

Geology and Soils

- A. Mitigation Measure CSM-GEO-1: Prepare a site-specific geotechnical investigation for all structures to be occupied by humans at the College of San Mateo and comply with recommendations
 1. The District will have a qualified engineer prepare design-level geotechnical investigations for each Project element involving human occupation. The geotechnical investigation report will include recommendations to ensure the building is designed in accordance with the specifications of CGS Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards, and the requirements of the Seismic Hazards Mapping Act, which will minimize the structural damage and risk to humans from seismically induced groundshaking. The District and DSA will ensure that recommendations made in the geotechnical report will be implemented as part of the Project's design and construction.
 2. Recommendations may include considerations for design of permanent below-grade walls to resist static lateral earth pressures, lateral pressures caused by seismic

activity, and traffic loads; a method for backdraining walls to prevent the buildup of hydrostatic pressure; considerations for design of excavation shoring system; excavation monitoring; and seismic design.

- B. Mitigation Measure CSM-GEO-2: Stockpile topsoil removed during construction at the College of San Mateo and reuse stockpiled topsoil during revegetation
 - 1. To ensure maximum topsoil recovery, topsoil will be stockpiled separately from other excavated materials and covered so revegetation and landscaping will use stockpiled topsoil. The Architect/Engineer of record shall delineate separate topsoil stockpile areas from other excavated spoil stockpiles on the civil/landscaping drawings.

Hydrology and Water Quality

- A. Mitigation Measure CSM-HYD-2: Design and maintain hydromodification features as postconstruction measures at the College of San Mateo
 - 1. The Architect/Engineer of record will ensure that facility improvement areas are incorporated into the design prior to the construction phase, where feasible, and located to limit the volume of additional stormwater runoff by matching post-project flows to pre-project flows, and provide for onsite treatment of contaminants. These facility improvement areas will be open, level areas vegetated to allow runoff to be distributed evenly across the area. Generally, they will be designed to treat runoff by filtering raw runoff through the soil media in the treatment area to trap particulate pollutants (suspended solids and trace metals) and promote infiltration. However, alternative methods to treat runoff may be used, such as bio-filtration basins, underground detention and retention vaults or tanks, gravel beds, perforated pipes, stormwater chambers, pervious pavement, and green roofs that contain filtration media. Project areas will be designed to treat runoff so that pollutants (e.g., sediment, landscape fertilizers and/or pesticides, oil from parking areas) can be filtered out and, therefore, the Project will not contribute a substantial number of additional pollutants to runoff.

Skyline College Aesthetics

- A. Mitigation Measure SC-AES-2: Apply aesthetic design treatments to buildings within scenic views, including vistas, at Skyline College
 - 1. Buildings associated with the Project to be located within scenic vista views will be designed in a manner that allows these features to blend with the surrounding built and natural environments so that these structures complement the visual landscape. The following measures will be applied.
 - i. Visible roofing materials will be selected to balance aesthetics with energy performance and compliance with codes and standards using a color shade that is visually cohesive with and darker than the general surrounding natural area. Colors may be chosen from the U.S. Department of the Interior Bureau of Land Management (BLM) Standard Environmental Colors Chart CC-001: June 2008. The building designer will employ the use of color panels as mock-ups which will be evaluated from key observation points during common lighting conditions (front versus backlighting) to aid in the appropriate color selection. Panels will be a minimum of 3 by 2 feet in dimension and will be evaluated from various distances, but within 1,000 feet, to ensure the best possible color selection. Color selection will be made for the coloring of the most prevalent season, and the intent is to match the panels to this surrounding coloring and pick a color that best fits. Choosing a shade that is darker will allow the surface to recede and blend within the visual landscape whereas a lighter color advances or is more apparent within the visual landscape.
 - ii. New building facades will be finished in earth tones to help buildings blend better within the natural setting. White and lighter beiges and tans, which

would make buildings stand out and contrast against nearby darker tree canopies, will be avoided.

- B. Mitigation Measure SC-AES-3: Ensure new residential development blends with existing residential development at Skyline College
 - 1. New residential development at Skyline College will be designed in a manner that it is sensitive to and blends with adjacent residential development. As such, the new development will be designed to be consistent in height and massing to existing development. Façade treatments and landscaping will also be similar to ensure visual cohesion between new and existing development.
- C. Mitigation Measure SC-AES-4: Apply minimum lighting standards at Skyline College
 - 1. The District will implement an interior lighting policy for all new buildings that does the following:
 - i. Building design would be required to include low-intensity interior safety lighting for use during afterhours. This practice would decrease the amount of nighttime light that would occur from using standard interior lighting as safety lighting.
 - ii. Use of interior lights to ensure building safety as required by code, but the unnecessary overuse of interior nighttime lighting would be prevented by requiring that interior spaces implement a “lights-off” policy. This practice requires that all non-safety lighting be turned off at night (such as in offices, classrooms, and hallways), after instructional hours. This may be accommodated by utilizing automatic motion sensor lighting that is programmed for use afterhours.
 - iii. Use of harsh mercury vapor or low-pressure sodium bulbs would be prohibited.
 - 2. All artificial outdoor lighting will be limited to safety and security requirements, designed using Illuminating Engineering Society’s design guidelines and in compliance with International Dark-Sky Association approved fixtures. All lighting is designed to have minimum impact on the surrounding environment and will use downcast, cut-off type fixtures that direct the light only towards objects requiring illumination. Shielding will be utilized, where needed, to ensure light pollution is minimized. Therefore, lights will be installed at the lowest allowable height and cast low-angle illumination while minimizing incidental light spill onto adjacent properties, open spaces, or backscatter into the nighttime sky. The lowest allowable illuminance level will be used for all lighted areas and the amount of nighttime lights needed to light an area will be minimized to the highest degree possible. Light fixtures will have non-glare finishes that will not cause reflective daytime glare. Lighting will be designed for energy efficiency and have daylight sensors or be timed with an on/off program. Lights will provide good color rendering with natural light qualities with the minimum intensity feasible for security, safety, and personnel access. Lighting, including light color rendering and fixture types, will be designed to be aesthetically pleasing.
 - 3. LED lighting will avoid the use of blue-rich white light lamps and use a correlated color temperature that is no higher than 3,000 Kelvin (International Dark-Sky Association 2010a, 2010b, 2015). Wherever possible and pragmatic, the District will use fixtures and lighting control systems that conform to International Dark-Sky Associations Fixture Seal of Approval program. In addition, LED lights will use shielding to ensure nuisance glare and that light spill does not affect sensitive residential viewers.
 - 4. Lights along pathways and safety lighting at building entrances and loading areas will employ shielding to minimize offsite light spill and glare and be screened and directed away from residences and adjacent uses to the highest degree possible. The amount of nighttime lights used along pathways will be minimized to the highest degree possible to ensure that spaces are not unnecessarily over-lit, while still maintaining minimum adequate lighting to provide necessary visibility for security. For example, the amount of light can be reduced by limiting the amount of ornamental light posts to

higher use areas and by using hooded wall mounts or bollard lighting on travel way portions of pathways.

5. In particular, pool lighting will employ spill and glare control features to minimize off-site light pollution. Luminaires will be chosen for the ability to provide horizontal and vertical beam control for better control in directing what is illuminated. In addition, shielding, such as a visor, will be used to further direct light and reduce light spill and ambient light glow. Luminaires will also incorporate photometric reflector systems that are designed to reduce light pollution.

Biological Resources

- A. Mitigation Measure SC-BIO-5: Implement tree avoidance, minimization, and replacement plan at the residential development site at Skyline College
 1. The definition of heritage tree for the purposes of this mitigation will be the same definition used in Chapter 8.25 of the City of San Bruno (City) Municipal Code. If there are heritage trees on the residential development site (Surplus Parcel B) that would be removed or pruned in conjunction with the development, then prior to ground disturbance, the District will apply for and receive a heritage tree removal permit from the City. The District will comply with the conditions of that permit.
 2. Tree Survey—Prior to ground disturbance, the District or its representative will hire a certified arborist for the purpose of surveying Surplus Parcel B to identify any trees that would qualify as heritage trees under Chapter 8.25 of the City's municipal code. The arborist will prepare a report describing the existing trees on the site and whether any qualify as heritage trees requiring a permit from the City for their removal or pruning.
 3. Site Plan—If there are qualifying heritage trees, then the arborist will prepare a site plan that accurately indicates the location, species, tree dripline, and trunk circumference of all qualifying trees whose tree trunks lie within 50 feet (15.2 meters) of proposed Project activities, or other proposed development activity (e.g., staging areas, stockpiling of construction materials, fill, etc.). The site plan will include any qualifying trees whose trunks lie on adjoining property but whose canopies (driplines) extends onto the Project site if any pruning of those trees is to be undertaken as part of the development of Surplus Parcel B. The site plan will indicate which individual trees are proposed to be (1) removed, (2) pruned in conjunction with the residential Project, or (3) protected by exclusion fencing at the dripline or as prescribed by the arborist. The plan will contain a tally of the total number of trees proposed to be removed and their respective tree circumferences. If the City has previously designated one or more trees on the site or an adjoining site as a Heritage Tree(s), then those trees will be so labeled on the site plan.
 4. Heritage Tree Removal Permit Information—In order to inform the removal permit application, the arborist's report will include the following information about the affected heritage trees.
 - i. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services.
 - ii. The necessity to remove the tree or trees in order to construct any proposed improvements to allow reasonable economic enjoyment of the property.
 - iii. The topography of the land and the effect of the removal of the tree on erosion, soil retention, and diversion or increased flow of surface waters.
 - iv. The number of trees existing in the neighborhood on improved property and the effect the removal would have on the established standard of the area and property values.
 - v. The number of trees the particular parcel can adequately support according to good arboricultural practices.
 - vi. Photographs of the tree(s) proposed to be affected.
 5. No Qualifying Trees on Site—If the site contains no trees that meet Chapter 8.25 definitions, this will be indicated on the site plan.

Geology and Soils

- A. Mitigation Measure SC-GEO-1: Prepare a site-specific geotechnical investigation for all structures to be occupied by humans at Skyline College and comply with recommendations
 - 1. The District will have a qualified engineer prepare design-level geotechnical investigations for each Project element involving human occupation. The geotechnical investigation report will include recommendations to ensure the building is designed in accordance with the specifications of CGS Special Publication 117, Guidelines for Evaluating and Mitigating Seismic Hazards, and the requirements of the Seismic Hazards Mapping Act, which will minimize the structural damage and risk to humans from seismically induced ground shaking. The District and DSA will ensure that recommendations made in the geotechnical report will be implemented as part of the Project's design and construction.
 - 2. Recommendations may include considerations for design of permanent below-grade walls to resist static lateral earth pressures, lateral pressures caused by seismic activity, and traffic loads; a method for back draining walls to prevent the buildup of hydrostatic pressure; considerations for design of excavation shoring system; excavation monitoring; and seismic design.
- B. Mitigation Measure SC-GEO-2: Stockpile topsoil removed during construction at Skyline College and reuse stockpiled topsoil during revegetation
 - 1. To ensure maximum topsoil recovery, topsoil will be stockpiled separately from other excavated materials and covered so revegetation and landscaping will use stockpiled topsoil. The Architect/Engineer of record shall delineate separate topsoil stockpile areas from other excavated spoil stockpiles on the civil/landscaping drawings.

Hydrology and Water Quality

- A. Mitigation Measure SC-HYD-2: Design and maintain hydromodification features as postconstruction measures at the Skyline College
 - 1. The Architect/Engineer of record will ensure that facility improvement areas are incorporated into the design prior to the construction phase, where feasible, and located to limit the volume of additional stormwater runoff by matching post-project flows to pre-project flows, and provide for onsite treatment of contaminants. These facility improvement areas will be open, level areas vegetated to allow runoff to be distributed evenly across the area. Generally, they will be designed to treat runoff by filtering raw runoff through the soil media in the treatment area to trap particulate pollutants (suspended solids and trace metals) and promote infiltration. However, alternative methods to treat runoff may be used, such as bio-filtration basins, underground detention and retention vaults or tanks, gravel beds, perforated pipes, stormwater chambers, pervious pavement, and green roofs that contain filtration media. Project areas will be designed to treat runoff so that pollutants (e.g., sediment, landscape fertilizers and/or pesticides, oil from parking areas) can be filtered out and, therefore, the Project will not contribute a substantial number of additional pollutants to runoff.

END OF APPENDIX I