AGREEMENT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT FOR DESIGN-BUILD SERVICES ("Agreement") is made this ____ day of ______________, 2012, in the City of Victorville, County of San Bernardino, State of California, by and between VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter “District” and __________________ (“DBE”).

WITNESSETH, that the District and the DBE in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the DBE shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the obligations of the DBE set forth in the Contract Documents in connection with the work of improvement commonly referred to as the Science/Health Building ("Project"). DBE shall provide all services and complete all Work covered by the Contract Documents, including without limitation, completion of Design Documents for the Project, obtaining DSA approval/permit for construction of the Project and Project construction.

2. **Contract Time.** The will issue separate Notices to Proceed to the DBE directing commencement of design services and commencement of construction services. The commencement date for purposes of the Design Documents Completion Date and for the Substantial Completion Date shall be as set forth in such Notices to Proceed. The DBE acknowledges and agrees that the DBE shall be subject to Liquidated Damages set forth in the Contract Documents if the DBE fails or refuses, for any reason, to complete Design Services by the Design Documents Completion Date or to complete Construction Services by the Substantial Completion Date.

   2.1 **Design Documents Completion Date.** The DBE shall complete the Design Documents for the Project and submit the same to the District for review and comment within 8 Months (240) calendar days (not including DSA review time) after date established for commencement of the Design Services under the Notice to Proceed therefor (“the Design Documents Completion Date”).

   2.2 **Project Construction Substantial Completion.** The DBE shall achieve Substantial Completion of the Project within 18 Months (540) calendar days after the date established for commencement of Construction Services under the DBE Notice of Construction Commencement issued pursuant to the Contract Documents (“the Substantial Completion Date”).

3. **Contract Price.** The District shall pay the DBE as full consideration for the DBE’s full, complete and faithful performance of the DBE’s obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _______________ Dollars ($________________). The Contract Price is allocated between the Design Services and the Construction Services as follows: _______________ Dollars ($________________) is allocated for completion of the Design Services ("the Design Services Contract Price") and _______________ Dollars ($________________) is allocated for completion of the Construction Services ("the Construction Services Contract Price"). The DBE’s submission of requests/applications for payment of the Design Services Contract Price and the District’s disbursement of the Design Services Contract Price shall be in accordance with the applicable provisions set forth in Article 17 of the General Conditions. The DBE’s submission of requests/applications for payment of the Construction Services Contract Price and the District’s
disbursement of the Construction Services Contract Price shall be in accordance with the applicable provisions set forth in Article 8 of the General Conditions.

4. Liquidated Damages. If the DBE fails to submit the Design Documents to DSA for review and permitting by the Design Documents Completion Date or to achieve Substantial Completion by the Substantial Completion Date, including adjustments thereto authorized by the Contract Documents, the DBE shall be subject to assessment of Liquidated Damages set forth below. Failure of the DBE to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items will result in the District’s assessment of Liquidated Damages set forth below.

4.1. Liquidated Damages for Delayed Completion of Design Documents. If the DBE fails to complete the Design Documents and submit the same to DSA for review and permitting by the Design Documents Completion Date, the DBE shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00) per day per Submittal until the Design Documents are completed and submitted to DSA for review and submission.

4.2. Liquidated Damages for Delayed Submission of Submittals. If the DBE fails to prepare and submit Submittals in accordance with the Construction Schedule, the DBE shall be subject to assessment of Liquidated Damages in the amount of Two Hundred Fifty Dollars ($250.00) per day per Submittal until the required Submittal is submitted.

4.3. Liquidated Damages for Delayed Substantial Completion of the Work. If the DBE fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto in accordance with the Contract Documents, the DBE shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00) per day from the scheduled date of Substantial Completion until Substantial Completion is achieved.

4.4. Delayed Completion of Punchlist Items. If the DBE fails to complete all Punchlist Items noted upon Substantial Completion of the Work within the time established for completion of all Punchlist Items, the DBE shall be subject to assessment of Liquidated Damages in the amount of Five Hundred Dollars ($500.00) per day from the scheduled date of completion of all Punchlist Items until all Punchlist Items are completed.

4.5. District Withhold of Liquidated Damages; Performance Bond Surety. If the DBE is assessed Liquidated Damages pursuant to the foregoing, the District may withhold such Liquidated Damages from the Contract Price then or thereafter due the DBE. If the Liquidated Damages assessed pursuant to the foregoing exceeds the then remaining balance of the Contract Price, the DBE and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for such amount exceeding the Contract Price.

5. Insurance Policies Coverages. The DBE and its Sub-Consultants and/or Sub-Contractors shall obtain and maintain policies of insurance conforming to the requirements set forth in the Contract Documents and in the minimum coverage amount for each such policy of insurance, as set forth below.

5.1. Professional Liability Insurance. The minimum coverage amount of the Professional Liability Insurance policy obtained by the DBE and each of its Design Sub-Consultants shall be as follows.

5.1.1 DBE/AOR Professional Liability Insurance. The DBE and/or the AOR member of the DBE shall obtain and maintain Professional Liability Insurance with policy limits of
at least One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

5.1.2 **Design Consultants’ Professional Liability Insurance.** Each Design Consultant to the DBE and/or the AOR member of the DBE shall obtain and maintain Professional Liability Insurance with policy limits of at least One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate.

5.2. **DBE Builders Risk Insurance.** The DBE’s Builder’s Risk Insurance shall be in the minimum coverage amount equal to the Construction Services Contract Price set forth above.

5.3. **DBE and Subcontractor Insurance Coverage Amounts.** The DBE and all Subcontractors shall obtain and maintain the following minimum coverage amounts for the following policies of insurance:

5.3.1. **Workers Compensation Insurance.** The minimum coverage amount of the Workers Compensation Insurance policy shall be in accordance with the Laws.

5.3.2. **Employers Liability Insurance.** The minimum coverage amount of the Employers Liability insurance policy shall be One Million Dollars ($1,000,000).

5.3.3. **Commercial General Liability Insurance.** The minimum coverage amount of the Commercial General Liability insurance policy shall be Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate.

6. **Mark-Up On Direct Costs of Changes.** The allowable mark-up for general administrative and overhead costs, supervision, profit, bond/insurance premium charges on the direct costs of a Change shall be fifteen percent (15%).

7. **Hours and Days of Work at the Site.** The DBE’s construction activities at the Site shall be limited to the hours of 7:00 A.M. and 4:00 P.M. Mondays through Fridays, except for District holiday days.

8. **Notices.** Notices from the DBE and the District to the other shall be addressed as follows:

   If to the District:

   Victor Valley Community College  
   Steve Garcia, Director Facilities Construction & Contracts  
   18422 Bear Valley Road  
   Victorville, CA  93295

   If to the DBE:

   __________________
   __________________
   __________________
   __________________

9. **DBE Provided Facilities/Services.** During construction of the Project, the DBE shall obtain and/or provide for the use of the District, Project Inspector and the Consulting Architect during
Project construction for activities relating to the Project, the following facilities and services. All of the following shall be provided by the DBE without adjustment of the Contract Price hereunder.

9.1 Facilities.

A. Prior to starting work, provide and maintain for duration of operations, separate temporary office facilities as required for Contractor's, Owner's, Inspector's and Consulting Architect's administration; likewise, all necessary sheds and facilities for proper storage of tools, materials, and equipment employed in performance of work.

B. The office may be space within the project limits in the building, or shall be separate structure. If the office is a separate structure, it shall be conveniently located in area as directed, substantially and neatly constructed, weather-tight, well lighted, and neatly painted inside and out. The office shall be heated and cooled. It shall have doors which are separately keyed and two or more windows on opposite sides.

C. The facilities for the Consulting Architect's and Owner's use shall be not less than described herein. Contractor may provide whatever additional space he requires for his administration and supervision of the work. The facilities shall be of suitable size to accommodate the Architect's and Owner's office (120 square feet), visitors office (100 square feet) and an open planning area (200 square feet).

1. The Consulting Architect's and Owner's office shall be furnished with a desk, 3 chairs, one 3-shelf standard bookshelf, one computer desk with printer stand, one 3-drawer file cabinet, one wastebasket.

2. Each desk shall be provided with one phone line (i.e., Consulting Architect's and Owner's desk. Additionally provide separate phone lines for a fax machine and the computer.

3. Costs of the field offices and utilities, including cleaning service not less than 3 times per week, shall be borne by the Contractor.

4. DBE will provide FAX machine and computer equipment as required. Contractor shall safeguard the equipment provided for the Owner.

9.2 Services. The DBE shall obtain, provide and pay for services consisting of telephone, fax, internet service charges; bottled water/coffee services; consumable office supplies, including without limitation, fax/printer toner cartridges; and miscellaneous office supplies. The DBE shall connect to any/all necessary utilities at the points of connection designated by the District and shall distribute those utilities at the sole cost of the DBE. Usage costs of electricity, gas and water shall be paid for by the District.

10. The Contract Documents. The documents forming a part of the Contract Documents consist of this Agreement and the following, all of which are component parts of the Contract Documents.

| Request for Proposals and Proposal Instructions | Non-Collusion Affidavit |
| Proposal and Documents Submitted with Proposal | Bid Bond |
| DBE Certification | Bid Addenda Nos. |
| Subcontractors List | Agreement |
| | Performance Bond |
| | Labor and Materials Payment Bond |
11. Authority to Execute. The individual(s) executing this Agreement on behalf of the DBE is/are duly and fully authorized to execute this Agreement on behalf of DBE and to bind the DBE to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE DBES’ STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS’ STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the DBE as of the date set forth above.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _________________________________  
Title: _________________________________

“DBE”

By: _________________________________  
Title: _________________________________

(CORPORATE SEAL)