Elevator Replacement Project (XPL189)

REQUEST FOR PROPOSALS
Design Services
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## ATTACHMENTS:

Attachments are available on the Humboldt State University Contract, Procurement & Risk Management website as follows: [https://www2.humboldt.edu/risksafety/?q=node/78](https://www2.humboldt.edu/risksafety/?q=node/78)

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I. INTRODUCTION
   A. About Humboldt State University
      Established in 1913 as a normal school, Humboldt State University is located in the coastal city of Arcata, 275 miles north of San Francisco in a setting of majestic redwood forests, rivers, bays, lagoons, and mountains. The 144 acre hilltop campus is among the most beautiful in the state, and overlooks Humboldt Bay and the city of Arcata.

      We offer a wide array of academic choices with 48 majors and 12 graduate programs in three Colleges. Faculty members are among the top teachers and researchers in their fields. Programs in the natural resources and sciences are nationally known, while visual and performing arts are also popular areas of study. Throughout the curriculum, students find a long-standing commitment to social and environmental responsibility. Recent rankings include U.S. News & World Report “A Top Western University”, Princeton Review “Best in the West College”, Princeton Review “Green College”, President’s Higher Education Community Service Honor Roll, G.I. Jobs Magazine “Military Friendly School”, PETA “A Top Vegan-Friendly School” and Campus Pride “A Top LGBT-Friendly School”.

      Humboldt State University, recently recognized as a Hispanic Serving Institution (HSI), attracts a majority of students (approximately 60%) from the more metropolitan areas of Los Angeles and San Francisco. Recent analysis shows that the most recent entering class (Fall 2015) was comprised of mostly First-Generation Students (52.4%) and Low-Income Students (56.0%) and that 40.3% of that class was comprised of Under-Represented students. The University’s Fall 2015 enrollment included 8,790 students (headcount) with services and programs supported by 611 faculty and 836 staff members (headcount).

II. PROJECT INFORMATION
   A. Project Description
      The University requests proposals from State of California Licensed Engineers and/or Architect to serve as project architect/engineer associated with the design, replacement, and installation of specified elevators. The budgeted direct construction cost for this design-bid-build project is $1,260,000. The project architect/engineer design-to-budget shall be 95% of the budgeted direct construction cost ($1,197,000). The project architect/engineer will also provide services for the bidding phase and construction administration. HSU has an inventory of forty (40) total operating elevator units comprised of 36 hydraulic elevators, 3 traction elevators and 1 dumbwaiter. By far hydraulic elevators comprise the bulk of the portfolio at 90%. The hydraulic units range in age from approximately 4 to 46 years old. Equipment manufacturers include Otis (19 units – 44%), Cal-West (5 units– 12%) with Lodestar, Esco, Dover, Capital, Moody, Atlas, T.L. Shield, and Elevator Research comprising the rest. The scope of design services includes elevator system modernization, cab and machine equipment replacement focused primarily on the following four buildings:
Siemens Hall (Otis, Hydraulic Elevator), Founders Hall (Otis, Hydraulic Elevator), Gist Hall (Otis Hydraulic Elevator), and Harry Griffith Hall (Atlas, Hydraulic Elevator).

In addition to the scope outlined above, the University also desires to replace elevator system modernization, cab and machine equipment replacement in several additional buildings including: the University Center (Lodestar, Hydraulic Elevator); Library (Capital, Hydraulic Elevator); and Theatre Arts (Cal-West, Hydraulic Elevator). The scope of services includes design, bidding and construction administration. A design-to-budget has not been established for these buildings and the University is interested in pursuing this scope as an additive alternate to the awarded professional services agreement. See Sections III and IV for more information.

B. Summary of Major Project Elements

The following summary was developed in an effort to capture major elements of the project scope. In addition to the scope description below, comply with the most recent editions of the California Building and Fire Code, NFPA, ANSI, ASTM, and UL Standards.

BASE SCOPE: The base scope of services will include the following for elevators located within Siemens Hall, Founders Hall, Gist Hall and Harry Griffith Hall.

- Elevator modernization will include the following:
  - Code analysis for all applicable codes, regulations, & standards
  - Analyze existing conditions and provide design solutions for issues dealing with the elevator, hoistway, machine room, and surrounding areas for improving accessibility, fire, life, safety, structural, water proofing, drainage, ventilation, noise reduction, and other issues.
  - Provide recommendations for possible conversion to a different type of system (traction, hydraulic, holeless hydraulic, machine-roomless)
  - Control system
  - Wiring and traveling cables
  - Infrared door protection
  - Closed loop door operator
  - Door interlockers
  - Car replacement
  - Car fixtures, finishes, and lighting
  - Seismic operation, for traction cars only
  - Rope gripper, for traction cars only
  - AC drive, fully regenerative for traction cars only
  - AC motor, for traction cars only
  - Power units and emergency power including, motor, pump, valve, tank
  - Remote elevator monitoring system
  - Energy efficiency evaluation
  - Required signage (using HSU campus standards where applicable and compliant with current codes)
**ADDITIVE ALTERNATE SCOPE:** The additive alternate scope of services will include the same as noted in “Base Scope” above but be associated with the University Center, Library and Theatre Art buildings only.

**C. Anticipated Project Schedule**
The project schedule includes the following milestones:
- March 2016: University RFP Issued.
- May 2016: Service Agreement Executed, Design Phase to Begin
- May – June 2016: Schematic Design Submitted for Review
- June – July 2016 Preliminary Design Submitted for Review
- July - September 2016: Construction Documents Submitted for Review & Permitting
- October 2016: Construction Bid
- December 2016 – January 2017 Construction Window for Base Scope Only
- May 2017 - August 11, 2017: Construction Window for Base Scope Only (Occupancy Achieved)
- August 12, 2017- September 2017: Project Final Completion & As-Builts

**D. California State University Guidelines & Reference Standards**
The following guidelines and reference standards as adopted by the California State University System shall be referenced, utilized and adhered to for the design of this project:
- California State University Division One Standard
  [http://www.calstate.edu/cpdc/cm/Division_One/](http://www.calstate.edu/cpdc/cm/Division_One/)

**E. Codes, Regulations, & Requirements**
The following codes and regulatory requirements are applicable to this project:
- 2013 California Building Standards Code, Title 24 as adopted by the California Building Standards Commission, including all supplements and errata as effective on the date of submittal for plan check review.
- Public Contract Code, Sections 10700 et seq. (CSU Contract Law)
- California Code of Regulations, Title 8, (CAL/OSHA Standards)
- California Code of Regulations, Title 17 (Public Health)
- California Code of Regulations, Title 19 (Public Safety)
- NFPA Standards
- ANSI Standards
- ASTM Standards
- UL Standards
- All other applicable codes, regulations, and standards.

**F. Authorities Having Jurisdiction**
The following regulatory agencies have jurisdiction:
Humboldt State University: Approval of the project and its corresponding design documents in alignment with the requirements of the State University Administrative Manual and approved Campus Capital Project Management Plan. Building Permits are issued by the Campus Deputy Building Official. The project is not subject to local city/county jurisdiction reviews.

State Fire Marshal: All University projects are required to be approved by the California State Fire Marshal (Health & Safety Code § 13108(c) (Health and Safety Code, Section 13143; Title 19, California Code of Regulations, Section 3.28(b).) Typically, projects require a plan review and approval followed by periodic field inspections and concluding with issuance of a certificate of occupancy or, on renovation/repair works, a field issued notice of acceptance. At their discretion, on small minor projects, State Fire Marshal field inspectors may review and issue approvals on site in lieu of a submittal to the State Fire Marshal office. The University shall be responsible for all communications with and coordination with the State Fire Marshal.

Division of the State Architect (DSA): The Plan sets will be subject to accessibility review by the Division of the State Architect.

University-Designated Plan Check Agency: Plan review will be completed by a University designated plan check and seismic agency.

G. Scope Exclusions
The project architect/engineer shall be required to coordinate its work with, but not be directly responsible for supervising work by the following Owner’s consultants:

- CSU Designated 3rd Party Plan Check Reviewer (Not Yet Named)
- CSU Designated Seismic Peer Reviewer (Not Yet Named)

The University will retain a CSU-approved 3rd party plan check review agency and seismic peer review agency to review design documents at each major design milestone.

The University will incur permit costs associated with approvals as required for the project (i.e., State Fire Marshal Review, DSA, & Permit, etc.).

III. CONTRACT & FEES
A. Contract Documents
The contract utilized for this project is the California State University Service Agreement (Attachment 1) which also includes the following documents: Rider A - Scope of Work (Attachment 2), and the Fee Proposal Form (Attachment 3). The California State University System Office of General Counsel prevents these agreements from being modified.
B. Fees
The fee for services shall be negotiated based on requirements within the documents noted above, budgeted direct construction cost as referenced in Section II. A. and utilizing the selected firm’s rate schedule. Firms shall propose lump sum fees, to be paid monthly, in arrears, based on “percent complete” rather than “hours expended” for each item listed in Fee Proposal Form. The University encourages proposed total fees for the base scope not to exceed $97,000. Fees associated with alternates as expressed in Section II are not included in the “not to exceed” amount of $97,000. Invoices shall be submitted to the University’s designated design manager utilizing a format approved by the University which properly shows the schedule of values associated with the fee proposal.

IV. PROPOSAL REQUIREMENTS
To be responsive, a Proposal must be submitted in the format identified below. Responses must be clearly identified for each of the requirements listed below. The proposal shall adhere to the following format for organization and content.

Requests for Proposals are comprised of two parts. Part I is the Request for Proposal document. Part II, referred to below, is the Cost Proposal. Submissions shall be comprised of two separate emails. Part I of your proposal shall be submitted first. The email shall be clearly labeled in the subject line as Part I of the firm’s proposal for the referenced project.

Under separate email, submit Part II of your firm’s proposal. The email shall be clearly labeled in the subject line as Part II of the firm’s proposal for the referenced project.

Part I: Provide one set of Proposal documents in digital format. The following information shall be included in this order:

- **Cover Letter**: Provide a cover letter that references the RFP and confirms all elements of such have been reviewed and understood including explicit acknowledgement of addenda, if any. Indicate the ability of your firm to execute required California State University contract documents without modification. Indicate whether or not the firm is pre-qualified by the California State University to provide the services proposed. Include firm’s legal name and contact information for the single point of contact at the firm’s office to be assigned responsibility of this project. Provide the name, title and signature of the corporate officer authorized to bind the firm contractually.

- **Qualifications**: Identify the professional qualifications and licensing/certifications of the firm’s assigned key personnel, specifically including the following:
  - Identify the name and title of key staff members to be assigned to manage or otherwise play a major role(s) in this
project as well as their assigned role. Indicate the extent to which the individuals have worked together on other projects.

- Identify and provide the qualifications of any sub-consultants proposed to be used on this project. Clearly explain their role and the percentage of involvement expected. Indicate the extent to which the proposing firm and sub-consultants have worked together collaboratively on other projects.

- Identify any specific or special qualifications that your firm or those of your proposed sub-consultants which would benefit this project.

- Provide a list of current names and phone numbers of previous clients for projects whereby your firm has provided similar services.

- **Experience:** Identify the firm’s experience designing and engineering projects of a similar nature. Include a narrative of at least five projects of similar scope ensuring the following is included: 1) Client name and contact, 2) Brief description of the project and scope of services provided, 3) Initial and final budget, 4) Initial and final schedule, and 5) Firm’s personnel assigned and role. If applicable, also include a description demonstrating successful experience working with the California State University system on projects of a similar nature. Do not include any projects not directly relevant to this project.

- **Approach:** Explain your intended approach to the project including the tasks required and how your team will approach such in order to achieve the overall objectives of the project. Identify the responsible individual who will lead the work with the University for coordination and execution of the services. Include information related to your firm’s intended approach associated with University interface during the design and construction phases, relationship with the University’s project technical advisory team and expected roles of each.

- **Quality Control & Schedule:** Identify how your firm will ensure performance through adequate management, supervision, review and control including code compliance. Explain the key schedule constraints and milestones for the scope of work. Clearly indicate on-campus activities including personnel and expected duration. Propose a schedule of specific activities resulting in project completion which meets the University’s anticipated schedule identified in Section II.C.

- **Sustainability:** Describe your firms approach and expertise in understanding and implementing sustainability in design and work management.

- **Contract Documents:** Indicate the ability of your firm to execute required California State University contract documents without modification.

- **Insurance:** List the firm’s insurance coverage. Evidence of such coverage is not required at this time, but will be secured prior to entering into agreement. Confirm the firm’s ability to meet California State University insurance requirements as outlined in the Service Agreement.
**Part II:** Provide one set of Part II of your proposal in digital format. The following information shall be included in this order:

- Firm Billing Rates
- Sub-Consultant Billing Rates, if any
- Fee Proposal (to include base proposal fee and fee associated with alternates)

**V. SELECTION PROCESS**

The selection team will review proposals for conformance with the requirements included in this request for proposals and will evaluate submissions to identify the most responsive firm. Ratings shall be based on, but not limited to, the following criteria:

- Qualifications of the Firm & Its Proposed Sub-Consultants
- Experience of the Firm & Its Proposed Sub-Consultants
- Approach toward Successful Delivery of the Scope of Services Requested & Achievement of Project Objectives
- Quality Control & Schedule
- Ability to Meet CSU Insurance Requirements
- Ability to Execute CSU Contract Documents without modification
- Fee

**VI. PROPOSAL LOGISTICS**

**A. Information Contact**

Questions regarding the Request for Proposal should be directed in writing to Michael Fisher ([michael.fisher@humboldt.edu](mailto:michael.fisher@humboldt.edu)). Both questions and the answer to all substantive inquiries will be posted on the website ([http://www.humboldt.edu/procurement/bids.php?view=services](http://www.humboldt.edu/procurement/bids.php?view=services)). Deadline for inquiries is one week prior to the due date for submission of qualifications.

**B. Optional Pre-Proposal Meeting**

All firms are invited to attend an optional pre-proposal meeting. University staff will review the overall project and its scope, answer questions and lead a comprehensive tour of the existing facilities and proposed project site.

This meeting will be held at **2:00 p.m., Thursday, April 14, 2016** at the Facilities Management Building located at the intersection of 14th and B Streets and on the Humboldt State University campus located in Arcata, California. A campus map can be downloaded at: [http://www.humboldt.edu/humboldt/maps](http://www.humboldt.edu/humboldt/maps).

Complimentary parking permits can be arranged by requesting such no later than Tuesday, April 13th at 2:00 p.m. Requests should be directed to Krista Chalker at (707) 826-4111 or via email at krista.chalker@humboldt.edu.
C. Deadline & Location for Proposal Submittal

Please submit, via email, one electronic copy of your firm’s proposal for the role of Project Architect/Engineer for the Elevator Replacement Project on or before **5:00 PM PST, Thursday, April 27, 2016**.

Submissions shall be comprised of two separate emails. Part I of your proposal shall be submitted first. Such shall be clearly labeled in the email subject line as Part I of the firm’s proposal for the referenced project.

Under separate email, submit Part II of your firm’s proposal; such shall be clearly labeled in the email subject line as Part II of the firm’s proposal for the referenced project.

Please direct your submissions to:

Michael Fisher  
Associate Director of Planning & Design  
Facilities Management  
Humboldt State University  
Email: michael.fisher@humboldt.edu

Proposals received after this time will not be accepted. Missing information will be considered non-responsive and submittals may be rejected.
SERVICE AGREEMENT [2-18-16]

For use on any CSU project.

This AGREEMENT is made and entered into this [Day] day of [Month], [Year] pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

| Campus, hereafter referred to as Trustees, and | Amendment No.: | Agreement No.: | Project No.: |
| California State University Lorem Ipsum | 123456 | 123456 | 123456 |
| Service Provider, hereafter referred to as Service Provider. | CSU Vendor ID No.: | License or DIR No.: |
| Ipsum Lorem Service Provider, Inc. | 123456 | 123456 |

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner: [Provide a brief summary description of the work] for [Project Name] located at [Campus Name].

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- Rider A Agreement General Provisions, consisting of five (5) pages;
- Exhibit A Scope of Work, consisting of [Number] pages;
- Exhibit B Fee and Payment Schedule, consisting of one (1) page;
- Exhibit C Service Provider Hourly Rate Schedule applicable to this project.

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of [Date]. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: [Campus and Name of Project Administrator]

The basic services amount to be expended under this Agreement shall not exceed [Insert Value]. Payment shall be made in accordance with Rider A and Exhibits A, B, C.

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<td>john smith, campus representative</td>
<td>jack smith, service provider authorized signatory</td>
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Amount Encumbered $999,999,999

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.

Amount of Increase $999,999,999

Signature of Accounting Officer Date

Amount of Decrease $999,999,999

I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. FRAMROZE M. VIRJEE, General Counsel

Total Amount Encumbered $999,999,999

By Attorney Date

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format” (“.PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.
Rider A - Agreement General Provisions

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.

2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.

3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.

4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).

5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be disseminated to others by Service Provider unless authorized by Trustees.

6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.

7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.

8. Indemnification. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees, representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

9. Insurance Provisions. The Service Provider shall not commence work until the Trustees have received evidence of the insurance required in this section and approved it.

   Service Provider shall obtain the following policies and coverage. The insurance furnished by the Service Provider under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit A, Scope of Work Description:

   a. Comprehensive or Commercial Form General Liability Insurance:
      On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:
      $2,000,000 General Aggregate
      $1,000,000 Each Claim - combined single limit for bodily injury and property damage.

   b. Business Automobile Liability Insurance:
      On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage,
and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:

$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

c. Workers’ Compensation Insurance:
This insurance shall include Employers Liability limits of $1,000,000 and other limits required under California law.

d. Professional Liability Insurance:
Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of $1,000,000 each occurrence. The Service Provider shall obtain and maintain professional liability insurance on a claims-made basis for no less than $1,000,000 each claim and $2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds $1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recodification of the notice of completion.

Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best’s rating of no less than A: VII or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:

a. The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

b. The scope of coverage shall be shown on the certificate of insurance.

c. The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.

d. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.

e. Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.

Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:

a. For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

b. For claims related to the work, the Service Provider’s insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider’s insurance and shall not contribute with it.

c. The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

Additional Insurance Provisions

a. Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.

b. Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability under the Agreement.

c. The Service Provider’s obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.
10. **Personal Eligibility Certification.** If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor’s Executive Order W-135-96.

11. **Corporate Eligibility Certification.** If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, et seq.).

12. **Nondiscrimination.** In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement’s benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.
   
   a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
   
   b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours’ notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.
   
   c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.
   
   d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, et seq., Title 2, California Code of Regulations, Section 11105).

13. **Drug Free Workplace Certification.** The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
   
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
   
   b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
      1. The dangers of drug abuse in the workplace,
      2. The Service Provider’s policy of maintaining a drug-free workplace,
      3. Any available counseling, rehabilitation, and employee assistance programs, and
      4. Penalties that may be imposed upon employees for drug abuse violations;
   
   c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.

14. **Disabled Veteran Business Enterprise.** Responsive to direction from the State Legislature (Public Contract Code Section 10115, et seq.), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.

16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.

17. Notice. Notice for either party may be served by delivering it in writing to the party or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.

18. Audit. If the Agreement exceeds $10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).

19. DIR Registration. In accordance with Labor Code Section 1720, et seq., the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant’s provision of geotechnical studies, potholing involving digging, site surveying and/or construction IOR services as defined by the DIR.

20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work under a separate sub-heading entitled ‘Modifications to Agreement’, it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.

End of Rider A
1. General:

Design firm shall serve as project architect/engineer associated with the design, replacement, and installation of Building Elevators. The budgeted direct construction cost for this design-bid-build project is $1,260,000. The project architect/engineer design-to-budget shall be 95% of the budgeted direct construction cost ($1,197,000). The project architect/engineer will also provide services for the bidding phase and construction administration. The scope for this design will include elevator modernization and cab replacement and will be focused on the following four buildings: Siemens Hall (Otis, Hydraulic Elevator), Founders Hall (Otis, Hydraulic Elevator), Gist Hall (Otis Hydraulic Elevator), and Harry Griffith Hall (Atlas, Hydraulic Elevator).

2. Design Alternates:

In addition to the scope outlined above, the University may choose to pursue the same scope of work for additional building elevators including: University Center (045), Library (041), and Theatre Arts (010). A design-to-budget has not been established for these buildings and the University will pursue this scope as an additive alternate to the awarded professional services agreement. Design Alternates will be executed at the time of bid award and this Exhibit A will be amended to reflect such.

3. Design Scope:

The following summary was developed in an effort to capture major elements of the project scope. This description is not inclusive of design criteria as required by the most recent editions of the California Building and Fire Code, NFPA, ANSI, ASTM, and UL Standards.

**BASE SCOPE:** The base scope of services will include the following for elevators located within Siemens Hall, Founders Hall, Gist Hall and Harry Griffith Hall.

- Elevator modernization will include the following:
  - Code analysis for all applicable codes, regulations, & standards
  - Analyze existing conditions and provide design solutions for issues dealing with the elevator, hoistway, machine room, and surrounding areas for improving accessibility, fire, life, safety, structural, water proofing, drainage, ventilation, noise reduction, and other issues.
  - Provide recommendations for possible conversion to a different type of system (traction, hydraulic, holeless hydraulic, machine-roomless)
  - Control system
  - Wiring and traveling cables
  - Infrared door protection
  - Closed loop door operator
  - Door interlockers
  - Car replacement
  - Car fixtures, finishes, and lighting
  - Seismic operation, for traction cars only
  - Rope gripper, for traction cars only
  - AC drive, fully regenerative for traction cars only
o AC motor, for traction cars only
o Power units and emergency power including, motor, pump, valve, tank
o Remote elevator monitoring system
o Energy efficiency evaluation
o Required signage (using HSU campus standards where applicable and compliant with current codes)

**ADDITIVE ALTERNATE SCOPE:** The additive alternate scope of services will include the same as noted in “Base Scope” above but be associated with the University Center, Library and Theatre Art buildings only.

4. **Investigation into Existing Conditions:**
Architect/engineer will be responsible to investigate and understand all elevator systems and existing building constraints. Additionally, the architect/engineer will be thoughtful in considerations for future system implications including serviceability, usability, and maintenance.

5. **Scope Exclusions:**
The project architect/engineer will be required to coordinate its work with, but not be directly responsible for supervising work by the following Owner’s consultants: State Fire Marshal’s Office – Plan Review and Permit, 3rd Party plan review, and Seismic Peer Review. The University will incur permit costs associated with approvals as required for the project.

6. **Design Submittals:**
The architect/engineer will be responsible for the following design submittals. Each submittal phase will be treated as a design milestone which will undergo university review and agency review. The University will provide written comments to the architect/engineer for each submittal. The architect/engineer shall provide a written response to each item and return to the University prior to the next submittal. When the response indicates work has been incorporated into the documents, the response must indicate the appropriate drawing location and specification section incorporating the work.

**Preliminary Design:**
- **General Requirements:** Review the program specifications upon receipt of the authorization to begin work. Attend the planning conferences to receive instruction from the campus and its designated representatives. Secure project planning information including information on site constraints. Request any additional data needed from the campus. Submit a listing of proposed consultants planned for the project to the project administrator. Coordinate the project with other campus projects. Consult with the campus consultants regarding the project when directed by the project administrator. Design shall be in accordance with all applicable codes and standards. Request and obtain approval from the project administrator before initiating any work to modify the project documents, which may require performance of extra services. The architect/engineer shall make a submittal at 100% of phase. The following items describe the Preliminary Phase submittal requirements for a 100% submittal.
  - **Project Schedule:** The architect/engineer shall develop a simple project schedule identifying the following criteria. The schedule shall be reviewed with the University at all project meetings and updated by the architect/engineer at each submittal
    o Project phase submittals
    o Review time assumptions
    o Pre-bid operations
    o Bidding
    o Notice to proceed
    o Construction duration
    o Project Closeout
- **Architectural Requirements**
  - **Floor Plans:** (Scale: Minimum 1/8 inch = 1 foot).
  - Indicate the locations, room names, and space numbers for all spaces including entrances, lobbies, corridors (with widths), stairs, elevators, and mechanical/electrical equipment rooms as applicable.
  - Indicate the locations of all doors (showing door swings) and windows.
  - Indicate the overall dimensions of the major elements of each building.
  - Indicate the locations and fire ratings of fire separations, exit enclosures, fire doors, and similar elements.
  - Indicate the provisions for making facilities accessible to and usable by the disabled.
  - Indicate the location of plumbing fixtures such as floor drains, service sinks, drinking fountains, related elevator equipment and fire-hose cabinets as applicable.
  - Indicate principal built-in features such as equipment, counters, shelves, casework, and similar items as applicable.
  - Provide a demolition plan whenever a project requires the demolition of any building or portions thereof.
  - **Elevations and Sections:** (Scale: Minimum 1/16 inch = 1 foot).
  - Depict in building elevations, all building elements including penthouses, entrances, windows, doors, stairs, platforms, louvers, elevator shaft, elevator cab, vents, exhaust stacks, retaining walls, and similar items. Indicate proposed finished grades as applicable.
  - Indicate the overall building and floor-to-floor heights as applicable.
  - Include longitudinal and transverse sections for each major area, indicating floor elevations, existing and proposed exterior grades, ceiling heights, pipe tunnels, unexcavated areas, basement areas, rooflines, and parapets as applicable. Where appropriate, show connections to adjoining buildings.
  - Cross-reference sections and elevations to floor plans.
  - Indicate in the sections, provisions for elevator equipment, and utility distribution.
  - **Interior Details:** (Scale: Minimum 1/4 inch = 1 foot).
  - Provide detail plans, sections, and elevations for the following types of space: elevator shaft, cab, equipment, and other areas of special design as applicable.
  - **Schedules:** Provide schedules indicating type, size, material, hardware and pertinent comments as necessary relative to elevator equipment and elevator cab. Provide a preliminary equipment schedule indicating the make, model interface, and other relative information relative to controls.
  - **Code Analysis Report:** Develop a narrative of the Code Analysis Report. This shall document and illustrate the code implications of design development, and requirements. This narrative will be updated through the design process in response to issues arising from outside agency reviews.

- **Outline Specifications**
  - The preliminary design phase outline specifications shall provide a detailed description of all project components and systems as related to the other documents. Prior to developing the specifications for this phase, the architect/engineer shall schedule a meeting with university's Planning & Design, Construction Management, and Contract Administration units to review specifications guidelines. At this meeting, the project administrator will provide guidelines for preparing specifications. Attendees at this meeting shall include architect/engineer and relevant architect/engineer staff and architect/engineer's consultants, if any. The preliminary design outline specifications shall include the following:
    - An index showing divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type.
A general description of the construction, including the elevator equipment, systems, shaft, structure and cab; exterior and interior finishes; and doors and windows as applicable. These descriptions shall include applicable code references.

A general description of electrical services including the voltage and the number of feeders. The specifications shall provide a specific description of items to be served by emergency power and shall describe design considerations for special areas as applicable. This description shall include applicable code references.

A general description of fire safety mechanical and electrical systems and devices required by the State Fire Marshal for the intended occupancy of the building as applicable.

**Estimated Project Construction Costs**

- Provide an estimate of the total construction cost of the project. Estimates shall be arranged in CSI Uniformat format (a building systems organization format) detailed to **Level 3**. This cost information shall also be summarized in a CPDC “2-7” format. Contact the project administrator for further information.
- Provide a written narrative explaining in detail any deviation from the approved estimated construction cost.
- Bring any unusual cost item to the attention of project administrator.

**Construction Document Phase:**

**General Requirements:** The following items constitute the minimum construction document phase submittal requirements. The construction documents phase submittal shall include all elements previously shown on the preliminary design documents but with greater detail and specificity. 50%, 95% and corrected 100% back-check construction documents phase submittals are required.

**50% Progress Submittal Requirements:** The 50% construction document submittal shall include one set of the following:

- A progress set of all working drawings for all disciplines
- An updated cost estimate reflecting current work to date
- Full specifications need not be submitted as a part of the 50% CD submittal, since normally these documents are prepared late in the development of the working drawings.
- A code analysis report.

**95% Progress Submittal Requirements:** All documents in the 50% submittal shall be further developed by architect/engineer in sufficient detail as to be deemed 100% complete and buildable. This submittal shall also provide full book specifications for the project. The 95% designation is solely to acknowledge that the plans have not been plan checked. The standard of completion shall be 100% complete. Prior to submitting the 95% construction documents, the architect/engineer and their consultants shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level. General Condition items shall not be included on drawings or schedules. Notes must coordinate with, and conform to the written contract documents. Products and materials specified on the drawings must be identical to the products and materials required in the written contract documents specifications.

**Estimated Project Construction Costs:**

- Provide updated estimates of the total construction cost of the project at 95% and the final 100%. Estimates for building projects shall be arranged in CSI Uniformat format detailed to **Level 4**. This cost information shall also be summarized in a 2-7 format (format will be made available by the university).
- The 95% and final 100% Estimated Project Construction Cost shall include materials quantities and unit prices. The estimates shall include itemized cost breakdowns of all work activities on the project; these breakdowns will be used to establish the format used by the contractor in applying for progress payments.
- The final 100% completed Estimated Project Construction Cost shall be revised and updated from the 95% cost estimate to reflect any changes in the design of
the Project as well as all revisions made to the Construction Documents after the 95% submittal.

- The architect/engineer shall compare the 95% and final 100% Estimated Project Construction Cost with the construction budget. Any significant differences between the revised estimates and the construction budget shall be brought to the immediate attention of the project administrator.
- Provide a written narrative explaining in detail any deviation from the approved estimated construction cost.

**Agency Plan Review Submittals:** The architect/engineer shall be responsible for coordinating review and approval by regulatory agencies with the 95% Construction Document submittal and all submittals must be coordinated through the university project administrator. All comments must be satisfactorily resolved by the Final 100% Construction Document submittal so as to allow permitting by agencies having jurisdiction and the University. The university will initiate all contracts for plan reviews and make payment for all plan check services.

- State Fire Marshal Review: Obtain approval of the construction documents directly from the State Fire Marshal. Submit one complete set of working drawings and specifications for plan check. Upon approval by the SFM, provide an original wet signed set, for stamping by as required by the SFM for certification of compliance.
- Building Code Review: Submit set of working drawings, specifications, calculations, and other fire, life, safety reports to the university for submission to an independent fire, life, safety plan-checking agency.
- Seismic Review: Obtain concurrence letter from the CSU Seismic Review Board Structural Peer Reviewer as applicable.
- (DSA) Access Compliance Review: Submit one set of working drawings and specifications the Division of the State Architect, Access Compliance Unit or their designated agent as applicable

**Final Submittal of 100% Construction Documents**

- Certify, by a signed statement on the drawings and by provision of required calculations that the construction documents comply with the energy conservation standards set forth in Title 24.
- Stamp all drawings and specifications as required by law for registered architects and engineers.
- Submit set of completed, stamped and signed construction documents to the project administrator.
- Provide the same items in their electronic equivalents. Verify current software versions accepted with the university project administrator prior to transmitting electronic files.

**Bidding Phase**

**General Requirements:** The architect/engineer will be instructed in writing by the University to prepare the bidding documents. During the bidding phase the responsibilities of the architect/engineer shall include:

- Coordinating through the University to answer questions from bidders relative to the project in an appropriate manner.
- Coordinating through the University in issuing addenda, after approval by the construction administrator.
- Providing a written evaluation of the bid results.
- Submitting a complete list of tests required per the specifications.

**Addenda During Bidding:** Only the University shall issue addenda during the bidding phase. The architect/engineer is responsible to answer technical questions from bidders or other interested parties during the bidding period. If, as a result of these questions and the architect/engineer's review of the plans, clarification or additional information is thought desirable, the architect/engineer must contact the construction administrator for authorization to prepare and issue an addendum to the plans and specifications. The
architect/engineer is responsible for timely furnishing copies of the addenda to the designated distribution location for mailing to all bidders and for attachment to any remaining plans and specifications.

Construction Phase

- **General Requirements:** The duties and responsibilities of the architect/engineer during the construction phase include:
  o Observe construction throughout the construction of the project.
  o Periodically examine the contractor's work to ascertain its conformance with contract documents.
  o Coordinate with the university on all change orders. The University will issue all change proposals, cost request bulletins, and contract change orders.
  o Coordinate with the university on all change proposals, cost request bulletins, and contract change orders complete with approved back-up.
  o Issue clarifications and interpretations of construction documents to the University. The University will facilitate coordination with contractor.
  o Coordinate with the University and be responsible for review and interpretation of Project Submittals and Requests for Information.
  o Attend project site meetings as required and managed by the university (remote attendance is acceptable).
  o Review the testing program, including specifying tests that are required in accordance with the construction documents and checking test compliance.
  o Assist the University in litigation or disputes arising from the project construction, including claim rebuttals and attendance at hearings.
  o Conduct the pre-final and final inspections with the project manager/construction inspector, the construction administrator, and campus officials.
  o Review contractor as-built drawings, and prepare final as-built record drawings.

- **Inspection:** Construction phase inspection will be provided and paid for by university
  The architect/engineer shall:
  o Provide design-related technical direction to, and design-related interpretation of, the contract documents for the University project management team.
  o Review inspection reports submitted by the University project management team and any reports furnished by others retained or employed by university to review the work
  o Issue recommendations of directives that, based on architect/engineer evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the contract documents to the University’s project management team.

- **Pre-Final Inspection of Project (Punch List)**
  o The architect/engineer shall inspect the construction with the university and the contractor when notified the construction is substantially complete, and again when notified by the construction is fully complete.
  o The architect/engineer shall compile a punch list indicating any lack of compliance with contract document requirements. The punch lists shall be issued to the University who will utilize such in completing the project. When it is judged that all the items on the punch list have been corrected or completed, the final inspection shall be scheduled by the architect/engineer.
  o All operation and maintenance manuals for the project shall be delivered by the contractor, reviewed by the inspector of record and found to be complete and in good form, before the final inspection is scheduled.

- **Final Inspection and Acceptance**
  o The architect/engineer shall review the contractor's as-built documents, guarantees, and operating data to assess compliance with the contract document requirements and notify university's representative in writing of its findings.
o The architect/engineer shall assist university's representative to assemble written guarantees, operating and maintenance instruction books, diagrams, and charts required of contractor. University's representative is responsible for verifying that all required submittals have been received.

o The architect/engineer shall assist university's representative to conduct the final acceptance inspection of the construction with university and contractor and shall advise university's representative of the acceptability of the work performed by contractor.

o An inspection acceptance form must be executed by university's representative and received by university within seven (7) calendar days from the inspection acceptance date. All parties required to sign the Inspection Acceptance form must be present for the final inspection.

• **Record Documents (As Built)**

  o During construction, the architect/engineer shall have reviewed all revisions and changes and shall have recommended approval of the set of drawings and specifications maintained by contractor during the course of construction.

  o The architect/engineer preparation of the final record documents shall indicate all revisions and changes that have been made during construction so as to provide the university with a correct and complete record of the project as actually constructed.

  o The architect/engineer shall furnish an initial review copy of the as-builts for review by the university (inspector of record).

  o An identical copy of the record documents shall also be submitted in electronic format.
### FEE PROPOSAL FORM

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<th>Task ID</th>
<th>Task Description</th>
<th>Percentage of Total Contract Value</th>
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<tr>
<td>2</td>
<td>Construction Documents Design (CD)</td>
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<td>3</td>
<td>Construction Cost Estimating (CCE)</td>
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**Total Proposed Contract Value: $**

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<tr>
<td>7</td>
<td>Alternative 2 - Theatre Arts (PD,CD,CCE,BA,CA)</td>
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<tr>
<td>8</td>
<td>Alternative 5 - Library (PD,CD,CCE,BA,CA)</td>
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**Estimated Cost of Reimbursable** N/A $
NOTE: ROOM NUMBERS IN MAGENTA WITH A LEADING "R" ARE UNCONFIRMED AND SUBJECT TO CHANGE.
NOTE: ROOM NUMBERS IN MAGENTA WITH A LEADING '?' ARE UNCONFIRMED AND SUBJECT TO CHANGE.
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