

## AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is dated **XX XX, 20XX** for reference purposes only and is made by and between **SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**, a California unified school district ("District") and **CONSULTANT NAME** ("Architect"), whose address is **CONSULTANT ADDRESS**. The District and the Architect are collectively referred to herein as the "Parties."

### RECITALS

**WHEREAS**, the District desires to retain Architect to provide and perform architectural and related services in connection with the design and construction of a work of improvement commonly described as **SPECIFIC PROJECT NAME** Project.

**WHEREAS**, the estimated construction cost for the Project is **XXX** ("Estimated Construction Cost").

**WHEREAS**, Architect is duly licensed as an architect under the laws of the State of California and is qualified and capable of providing and performing the services, work product and its other obligations under this Agreement in accordance with the terms hereof.

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

### AGREEMENT

#### 1. BASIC SERVICES.

**1.1 Scope.** Architect shall provide Basic Services and authorized Additional Services, as more particularly enumerated in this Agreement, for and necessary to the Project, with its employees and Sub-Consultants, as identified and described in the **Scope of Basic Services** attached hereto as **Exhibit "A"** and incorporated herein by this reference. Architect's services hereunder shall be performed or provided as expeditiously as possible consistent with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of Project design and construction. The Architect shall complete the Scope of Basic Services within the time frames and according to the tasks specified in the **Schedule of Work** attached hereto as **Exhibit "B"** and incorporated herein by this reference. Upon request of the District, the Architect shall submit for the District's approval a detailed schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the District's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect shall consult with the District to coordinate the Architect's detailed schedule with the Project master schedule. This detailed schedule, when approved by the District, shall not, except for causes beyond Architect's control and through no fault or neglect of Architect, be exceeded by the Architect.

**1.2 Estimated Construction Cost.** The Architect shall design the Project Plans within the

Estimated Construction Cost. Where an estimate exceeds such limit without the District's authorization, the Architect shall redesign the Project plans to stay within the Estimated Construction Cost at no additional cost to the District. All construction cost estimates prepared by the Architect for the Project shall include hard construction costs, contractor's overhead and profit and design contingencies within the specified Estimated Construction Cost.

**1.3 Pre-Approval of Architect's Consultants.** Prior to the commencement of work under this Agreement, the Architect shall submit, for written approval by the District, the names of the Sub-Consultant firms proposed for the Project and shall identify the principals of the proposed Sub-Consultant firms who will be assigned to the Project. The District shall have the discretion to accept or reject any firm proposed. If a firm is rejected, the Architect shall propose an alternate firm acceptable to the District. Nothing in this Agreement shall create any contractual relationship between the District and any Sub-Consultant retained or employed by the Architect.

## **2. ARCHITECT COMPENSATION.**

**2.1 Contract Price.** The District shall pay Architect the Contract Price for the Services set forth in the attached **Exhibit "A1"** in the total sum of \$XXX,XXX.XX, with payment in accordance with the terms hereof. The Contract Price includes Architect's fee, Sub-Consultants' fees, personnel expense of the Architect and Sub-Consultants inclusive of all benefits and burdens, insurance and all other administrative or overhead costs associated with or arising out of performance of this Agreement, including but not limited to costs of mobile telephone, facsimile and telephone charges, travel, mileage and parking within Los Angeles, Orange, Ventura, San Bernardino and Riverside Counties and printing and plotting costs for Architect's and Sub-Consultant's use. The Contract Price does not include Reimbursable Expenses as defined herein.

**2.2 Adjustment of Contract Price for Construction Phase Changes.** The Contract Price for the Services is not subject to adjustment unless there are Changes authorized by the District during the Construction Phase of the Project which are not the result of errors, omissions or other defects in the Design Documents or failures of the Architect or Sub-Consultants to timely and completely perform the Services. If the Services of the Architect or Sub-Consultants are required in connection with Changes during the Construction Phase which do not result from the negligent errors, omissions or other defects in the Design Documents or failures of the Architect or Sub-Consultants to timely and completely perform the Services, the Contract Price will be equitably adjusted to reflect the additional services provided. Changes required to correct deficiencies, errors or omissions in the Construction Contract shall not be included in the Construction Costs for purposes of calculating the Contract Price. Architect shall be liable to the District for all damages, losses or costs resulting in from any errors, omissions or other defects in the Design Documents.

**2.3 Reimbursable Expenses.** In addition to the Contract Price for Architect's Services hereunder, the Architect shall be paid Reimbursable Expenses not to exceed \$XXX.XX for costs of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services or authorized Additional Services, when such expenses are solely for the benefit of and use by the District, including postage, delivery, office supplies, plans, prints, plotting or photographs and as further described in **Exhibit "D"** attached

hereto. Charges for Reimbursable Expenses as noted above shall be actual costs incurred by Architect plus a 5% handling fee. Reimbursable Expense exceeding \$250.00 will not be paid unless Architect shall have obtained the prior written approval of District. The District may direct the cessation of, or alternatives to, items of Reimbursable Expenses, if in the sole determination of the District such Reimbursable Expenses are excessive or not necessary for the efficient, orderly and full performance of the Architect's obligations hereunder.

**2.4 Additional Services.** If the District shall approve or direct Architect to perform or provide Additional Services described generally in Article 3 of the Conditions to this Agreement, Architect shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as **Exhibit "C"** and incorporated herein by this reference.

## **2.5 District Payments.**

**2.5.1 Allocation of Contract Price.** Architect and District agree that for purposes of the District's payment of the Contract Price for Basic Services, the Contract Price shall be allocated among the various Phases of the Basic Services as follows:

### **BIM Fee Schedule**

Pre-Design Phase:	3 %
Schematic Design Phase:	20 %
Design Development Phase:	20 %
Construction Documents Phase:	25 %
Bidding Phase:	2 %
Construction Contract Administration Phase:	25 %
<b>Post-Construction Phase:</b>	<b>5 %</b>
<b>TOTAL:</b>	<b>100 %</b>

### **CADD Fee Schedule**

Pre-Design Phase:	3 %
Schematic Design Phase:	15 %
Design Development Phase:	20 %
Construction Documents Phase:	30 %
Bidding Phase:	2 %
Construction Contract Administration Phase:	25 %

Post-Construction Phase:	5 %
<b>TOTAL:</b>	<b>100 %</b>

**2.5.2 Architect Billings to District.** During the course of providing Basic Services, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services and Reimbursable Expenses performed or incurred in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

**2.5.3 District Payments to Architect.** Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services and Reimbursable Expenses. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the District from payment to the Contractor engaged by the District for Project construction. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Architect has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a) the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

**3. Term.** The term of this Agreement shall commence upon approval or ratification by the District's Board of Trustees in accordance with Paragraph 5.3 hereof and execution by Architect and District; this Agreement shall terminate 60 calendar days after the District's acceptance of the Project ("Termination Date"). In the event that the Project shall not be completed or the District shall not have issued Final Payment to the Contractor as of the Termination Date through no fault or neglect of Architect, the Termination Date shall be extended. In such event, Basic Services provided by Architect following the Termination Date shall be in accordance with the Rate Schedule attached hereto as **Exhibit "C"**.

**4. Insurance.** Coverage amounts and limits for policies of insurance to be obtained and maintained by Architect are set forth in Article 4 of the Conditions to this Agreement.

**5. Miscellaneous.**

**5.1 Governing Law; Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.

**5.2 Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.

**5.3 Authority.** The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.

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

If to District:

Santa Monica-Malibu Unified School District  
c/o Janece Maez, Associate Superintendent, Business and Fiscal Services Chief  
Financial Officer  
1651 Sixteenth St.  
Santa Monica, CA 90404

If to Architect:

**CONSULTANTS NAME**  
**ADDRESS**

**5.5 Entire Agreement.** This Agreement, the accompanying Conditions to this Agreement which are attached hereto, made a part hereof and incorporated herein by this reference, and the documents enumerated below are all of the documents forming this Agreement:

<b>Exhibit "A"</b>	<b>Scope of Basic Services</b>
<b>Exhibit "A1"</b>	<b>Scope of Services</b>
<b>Exhibit "B"</b>	<b>Schedule of Work</b>
<b>Exhibit "C"</b>	<b>Rate Schedule</b>
<b>Exhibit "D"</b>	<b>Reimbursable Schedule</b>
<b>Exhibit "E"</b>	<b>Sub-Consultant Schedule</b>
<b>Exhibit "F"</b>	<b>List of Deliverables</b>

The foregoing constitute the entire agreement and understanding between the District and Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Architect.

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

**“ARCHITECT”**

**“DISTRICT”**  
**SANTA MONICA-MALIBU UNIFIED**  
**SCHOOL DISTRICT**, a California unified  
school district

By: \_\_\_\_\_

By: \_\_\_\_\_

SAMPLE

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**CONDITIONS OF AGREEMENT  
FOR  
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**ARTICLE 1  
RELATIONSHIP OF PARTIES**

- 1.0 Relationship of Architect to Other Project Participants.** The Architect's services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District's Project Manager, if one is retained by the District for the Project. The Contractor awarded the Contract for construction of the Project is responsible for performance of its obligations under its contract with the District. Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods sequences or procedures, or for safety at the Site, all of which are and remain the responsibility of the Contractor.
- 1.1 Architect Independent Contractor Status.** In providing services hereunder, Architect shall be an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its independent contractor capacity. Architect shall be responsible to the District and third parties for the consequences of Architect's actions or conduct which exceeds the express limited scope of Architect's authority to act on behalf of the District set forth herein. With prior written approval of the District, the Architect may enter into subcontracts with Sub-Consultants and retained parties for the performance of parts of the services associated with this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any such Sub-Consultant or retained party and the Project Manager or the District or any obligation on the part of the Project Manager or the District to pay, or to be directly responsible for the payment of, any sums to any such Sub-Consultant or retained party without the prior written approval of the District.
- 1.2 District Responsibilities.**
- 1.2.1 Information.** The District shall provide full information regarding the Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, topographical surveys, geotechnical investigations, hazardous material reports, record drawings and other constraints and requirements which may affect the Project.
- 1.2.2 District Representative.** The District shall designate a representative to act on the District's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of Project design and construction and Architect's services hereunder.
- 1.2.3 District Consultants.** Except for the Sub-Consultants retained by the Architect, the District shall furnish all legal, accounting, insurance and other consulting services as may be necessary for the Project.

- 1.2.4 Tests and Inspections.** The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Project as required by applicable code, regulation or ordinance or the terms of the Construction Contract. The District shall provide, if required by applicable code, regulation or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 1.2.5 District Notice of Non-Conformity.** The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure or neglect of Architect or in the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect.
- 1.3 Architect Standard of Care.** Architect shall provide the Basic Services and authorized Additional Services: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable professional standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time services are rendered. All services provided pursuant to this Agreement shall be in accordance with the applicable provisions of the California Public Contract Code. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

## **ARTICLE 2 BASIC SERVICES**

### **2.0 Basic Services.**

- 2.0.1 Architect Representation.** The Architect shall designate a Project Architect and/or Architectural Project Manager for all Phases of Basic Services. The Architect's Project Architect and/or Architectural Project Manager shall be reasonably satisfactory to the District and shall not be removed or replaced without prior written approval of the District. In seeking to replace an approved Project Architect and/or Architectural Project Manager, the Architect shall provide the District with a request in writing specifying the reason for the substitution or replacement and including the resume and qualifications of the proposed Project Architect and/or Architectural Project Manager. Notwithstanding any approval by the District of a Project Architect and/or Architectural Project Manager, the District reserves the right to require the removal and/or replacement of any Project Architect and/or Architectural Project Manager in its sole discretion and at no expense to the District. The Project Architect and/or Architectural Project Manager shall have the overall responsibility for performance of Architect's obligations hereunder and be authorized to act on behalf of the Architect in discharge of Architect's services hereunder. During the Construction Phase, the Project Architect and/or Architectural Project Manager shall be readily available and provide by telephone, telecopier, correspondence or other

means of communication to provide design direction and decisions as necessary to avoid delay, hindrance or interruption of Project construction progress.

**2.0.2 Scope of Basic Services; Design Consultants.** Basic Services are enumerated in this Article 2 and, more specifically, in the attached **Exhibit “A”** Scope of Basic Services attached hereto and incorporated herein by this reference. Basic Services include services and/or work product provided or performed by the Sub-Consultants identified in **Exhibit “D”** attached hereto. In the event of any conflicts, inconsistencies or ambiguities between the terms and conditions of this Article 2 and those set forth in the **Exhibit “A”** Scope of Basic Services, the latter shall control. Where any portion of this Article 2 is silent and information or services are provided in the **Exhibit “A”** Scope of Basic Services, the latter shall control.

**2.1 Pre-Design Phase.** The Architect shall provide those services necessary to define the Project program and design time requirements prior to commencing design. The Architect shall assist the District in the preparation of facilities programming for the Project to define the scope, size, functions, space relationship and site development, including definition of Project construction budget, alternative methods for design and construction of the Project, and selection of materials, building systems and equipment. The Architect shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project’s budget. The Architect shall provide reasonable assistance to the District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with the civil engineer and adjacent property owners.

**2.2 Schematic Design Phase.**

**2.2.1 Preliminary Schematic Design Documents.** Based upon scope, budget, schedule and other requirements or constraints mutually agreed upon and understood between the District and Architect, the Architect shall prepare Preliminary Schematic Design Documents consisting of drawings and other documents illustrating scale and other relationships of the various components of the Work of the Project and an outline of Specifications. Upon completion of the Preliminary Schematic Design Documents, or at such other intervals during Architect’s development of Preliminary Schematic Design Documents as may be agreed upon by District and Architect, the Architect shall submit the same to the District for information and review.

**2.2.2 Final Schematic Design Documents.** The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the design, constructability and value engineering comments and other comments of the District to the Preliminary Schematic Design Documents are to be incorporated into the Final Schematic Design Documents. Architect shall prepare Final Schematic Design Documents, which consist of the Preliminary Schematic Design Documents revised to incorporate therein the mutually agreed upon design, constructability, value engineering and other comments. Upon completion of the Final Schematic Design Documents, Architect shall submit the same to the District for review and approval; comments or revisions of the District to the Final Schematic Design Documents shall be incorporated by the Architect into the Design Development Documents.

- 2.2.3 Revisions to Schematic Design Documents.** If the estimate of Construction Cost for the Project as depicted in the Schematic Design Documents exceeds the District's budget, the Architect shall revise the Schematic Design Documents without adjustment of the Contract Price as necessary to conform to the District's budget, unless the District approves the Schematic Design Documents and modifies the budget accordingly.

## **2.3 Design Development Documents.**

- 2.3.1 Preliminary Design Development Documents.** Based upon Final Schematic Design Documents approved by the District, the Architect shall prepare Preliminary Design Development Documents for the Project for review and approval by the District. Preliminary Design Development Documents shall consist of Drawings, Specifications and other documents establishing and describing the size and character of architectural, mechanical, electrical, structural and plumbing systems, materials and other significant components of the Work of the Project as necessary or appropriate.
- 2.3.2 Constructability and Design Review; Value Engineering.** Upon completion of Preliminary Design Development Documents, or such earlier intervals as may be mutually agreed between the District and Architect, the Architect shall submit Preliminary Design Development Documents to the District for review and comment, including constructability reviews and/or value engineering comments.
- 2.3.3 Final Design Development Documents.** The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the design, constructability and value engineering comments and other comments of the District are to be incorporated into the Final Design Development Documents for the Project. Architect shall prepare Final Design Development Documents incorporating therein the mutually agreed upon comments of the District. Upon completion of the Final Design Development Documents, Architect shall submit the same to the District for information and approval. Architect shall revise the Final Design Development Documents as necessary to obtain the District's reasonable approval thereof; comments or revisions of the District to the Final Design Documents shall be incorporated by the Architect into the Construction Documents.
- 2.3.4 Review of Final Design Development Documents Status.** At intervals mutually agreed upon by the District and Architect, or in the absence of such mutual agreement at such intervals as reasonably determined by District, Architect shall provide to the District, for review and information, the Drawings, Specifications and other Design Documents for the Project depicting the then current status of the Architect's preparation of Final Design Development Documents.

## **2.4 Construction Documents Phase.**

- 2.4.1 Construction Documents.** Based upon the approved Final Design Development Documents for the Project, the Architect shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary

or appropriate for setting forth in detail the requirements for the Work of the Project with sufficient clarity, coordination and consistency to permit qualified and capable Trade Contractor(s) to bid upon and construct the Work depicted therein.

- 2.4.2 Review of Construction Documents Status.** In addition to the submittal of Construction Documents to the District pursuant to Article 2.4.3 below, at intervals mutually agreed upon by the District and Architect, or in the absence of such mutual agreement at such intervals as reasonably determined by the District, Architect shall provide Drawings, Specifications and other Design Documents depicting the then current status of the Architect's preparation of Construction Documents for the Project to the District for information and review.
- 2.4.3 Third Party Reviews.** If, during development of construction documents, it is determined that the project is exceeding the Estimated Construction Cost, the District reserves the right to conduct a constructability review, design review and/or value engineering of the Construction Documents. If the District elects to conduct third party reviews, the District shall notify the Architect of the same and thereupon at Architect's completion of the Construction Documents for the Project to 50% and 95%, the Construction Documents shall be submitted to the District for constructability and design review and value engineering comments. The District and Architect will confer and consult with the other to arrive at mutual understandings and agreements as to which of the constructability, design and value engineering comments are to be incorporated into the Construction Documents. These mutually agreed upon comments shall be documented in list form by the Architect and submitted to the District for revisions and/or comments. Architect's Construction Documents for the Project shall incorporate such mutually agreed upon comments and the Architect shall submit revised Construction Documents for the Project to the District for review and approval. Architect shall revise Construction Documents as necessary to obtain the District's reasonable approval thereof.
- 2.4.4 Approvals of Construction Documents.** The Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by the Division of State Architect ("DSA"). Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining such approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining such approvals.
- 2.4.5 Architect Provision of Construction Documents.** The Architect shall provide the District with one clear background reproducible copy of the Drawings contained in the final approved Construction Document for bidding and construction purposes. Reproduction of these sets for the District's bidding is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of negligent errors or omissions of the Architect or its Design Consultants, in which case, the Architect shall bear all costs of revisions or corrections including reproduction of revised Drawings. The District will furnish Architect the number of sets necessary, as

agreed to by the District, of the final approved Construction Documents for use by Architect and its Design Consultants in the Bidding and Construction Phases of the Project.

## **2.5 Bidding Phase.**

**2.5.1 Development of Bid Documents.** In consultation with the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract. Architect will generally review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District in preparation of information, documents and forms necessary or appropriate for bidding.

**2.5.2 Bidding Process.** During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s), as called by the District; (ii) assist the District in responding to bidders' inquiries, questions or clarifications relating to the bidding, the Project, or the Construction Documents; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to the Contract Documents, Bid Documents and/or Construction Documents for the Project. Architect will assist the District in the receipt and review of bidders' or Bid Proposals, including the review of Bids Proposals for responsiveness and bidder responsibility, analyses of Bid Proposals and recommendations for the selection of the Contractor for the award of the Construction Contract. As requested by the District, the Architect will assist the District in obtaining all necessary approvals for award of the Construction Contract.

### **2.5.3. Re-Bidding Process.**

**2.5.3.1. Detailed Construction Cost Estimate.** The Architect, as a design professional familiar with the construction industry, shall develop a series of detailed Construction Cost estimates. Should the Construction Cost estimate exceed the Estimated Construction Cost at any time during design, the Architect shall immediately implement a process of redesign to bring the Project into compliance with the Construction Cost. All redesign shall be at no additional cost to the District.

**2.5.3.2 Adjustment to Construction Cost; Changes in Construction Industry Prices.** If bids are not received within the time scheduled at the time the Estimated Construction Cost was established, due to causes beyond the Architect's control and through no fault or neglect of the Architect, the Estimated Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices in the construction industry between the originally scheduled date and the date on which bids are received.

**2.5.3.3 Adjustment to Construction Cost; District's Options.** If the Estimated Construction Cost (adjusted as provided in Article 2.4.3.3) is more than one hundred ten percent (110%) of the sum of the lowest figures from bona fide

bids or negotiated proposals, plus the District's reasonable estimate of other elements of Estimated Construction Cost for the Project, the District shall do one of the following: i) give written approval of an increase or decrease in such Estimated Construction Cost; ii) authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time; iii) if the Project is abandoned, terminate in accordance with Article 5.2; iv) instruct the Architect to revise the Project scope and quality as required to decrease the Estimated Construction Cost. In the case of (iv), the Architect shall, without additional cost to the District, modify the drawings and specifications as necessary to comply with the Estimated Construction Cost, rebid the Project in whole or in parts, and assist with award of construction contract(s).

**2.5.3.4 Constructability and Design Review; Value Engineering to Achieve Necessary Savings.** Constructability and Design Review and/or Value Engineering at this stage shall be in accordance with section 2.4.3.

## **2.6 Construction Phase.**

**2.6.1 Administration of Construction Contract.** Architect will provide assistance to the District in administration of the Construction Contract and construction of the Project. If the District retains a Project Manager for the Project, the Architect's administration of the Construction Contract shall be in conjunction with the services and responsibilities of the Project Manager. The Architect shall be a representative of the District and shall advise and consult with the District regarding Project construction until Final Payment under the Construction Contract is due and Final Completion of Project Construction is certified by the Architect. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities and limitations of the Architect's authority shall not be restricted, modified or extended without written agreement of the District and the Architect along with consent by the Contractor and/or Project Manager as necessary or appropriate. Architect shall cooperate with and comply with controls, procedures, processes and reporting functions reasonably implemented by the District with respect to design or construction of the Project.

**2.6.2 Site Observations.** The Architect shall attend scheduled project progress and/or other meetings relating to the Project and shall visit the Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time, for the purpose of becoming generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that upon completion it will be in accordance with the Construction Contract and the Construction Documents.

**2.6.2.1 Purpose of the Site Observations.** On the basis of observations made during Site visits and in its capacity as an architect, the Architect shall: (i) keep the District informed of the progress and quality of the Work; and (ii) endeavor to guard the District against defects and deficiencies in the Work and the failure or refusal of the Contractor to perform the Work in



accordance with the terms and intent of the Construction Contract and the Construction Documents. If in the course of its Site observations, the Architect fails to report to the District any major defect or deficiency in construction of the Work, or in the Work itself, which by exercise of due care should have been observed by the Architect and reported to the District, the Architect will provide all design services necessary for remedial or corrective measures for such conditions without additional cost or expense. Notwithstanding the above, the Architect does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Work. The Architect shall have access to the Work wherever in preparation, fabrication or progress.

### **2.6.3 Contractor Applications for Payment.**

- 2.6.3.1 Development of Payment Procedures. In consultation with the District and the Project Manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Contractor.
- 2.6.3.2 Certification of Payment Due. Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each Application for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. The Architect shall review and respond to Applications for Progress Payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Contractor under the terms of the Construction Contract and applicable law, rule or regulation. Issuance of Certificate for Payment shall constitute Architect's representation that the Contractor is entitled to the amount certified.
- 2.6.3.3 Limitations Upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers

and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Architect hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

2.6.3.4 **Final Payment.** The Architect shall review, evaluate and certify for payment the Contractor's Application for Final Payment. The Architect shall review and respond to the Contractor's Application for Final Payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

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

**2.6.4 Rejection of Work.** The Architect shall notify the District, to reject Work which does not conform to the requirements of the Construction Contract. Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract upon notice to and authorization by the District, the Architect may require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract, whether such Work is prepared, fabricated, installed or constructed. This authority of the Architect, or the Architect's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Architect to the District, the Contractor or any others performing or providing Work of the Project to exercise or not to exercise such authority.

#### **2.6.5 Submittals.**

2.6.5.1 **Submittal Procedures.** In consultation with the District and the Project Manager, Architect shall assist in the development and implementation of forms, documents and procedures for the handling, review and processing of Submittals required for the Work.

2.6.5.2 **Submittal Review.** The Architect shall review, and take appropriate action upon Submittals for the limited purpose of checking for conformance with the information given and the design concept expressed in the Construction Documents. The Architect's actions hereunder shall be taken with such

reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time for completion of the Architect's review and evaluation of Submittals is set forth in the Construction Contract, and such schedule has been approved by the Architect, the Architect's actions hereunder shall conform with such Submittal Schedule or time; Architect shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance therewith. When professional certification of performance characteristics of materials, systems or equipment is required by the terms of the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Contract.

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

## **2.6.6 Changes.**

- 2.6.6.1 Changes Procedures and Processing. In consultation with the District and the Project Manager, the Architect shall assist in the development of procedures, forms and processes for the evaluation of Changes or potential Changes to the Work. The Architect will assist the District in obtaining all necessary approvals for all Changes to the Work.
- 2.6.6.2 Evaluation of Changes; Change Orders. The Architect shall assist the District and the Project Manager in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Architect shall prepare, execute and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.
- 2.6.6.3 Authority to Direct Minor Changes. The Architect may advise and recommend Changes in the Work which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Construction Documents. Such

Changes shall be effected by written order prepared by the Architect and copied to the District for issuance.

## **2.6.7 Interpretations.**

- 2.6.7.1 Procedures for Handling Contractor's Requests. In conjunction with the District and the Project Manager, the Architect shall assist in the development of forms, documents and procedures for the transmittal, handling, response and disposition of requests and inquiries relative to the Work or the Construction Documents.
- 2.6.7.2 Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District or the Contractor on written request of either the District or the Contractor. The Architect shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.
- 2.6.7.3 Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Construction Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either and shall not be liable for the results of such decisions or interpretations rendered in good faith, in accordance with the terms hereof and the Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Construction Documents.
- 2.6.7.4 Contractor Claims. The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in controversy between the District and the Contractor arising under the Construction Contract, including the execution or progress of Work thereunder. The Architect's decisions shall be in accordance with any applicable time limits set forth in the Construction Contract; if no time limits are set forth, the Architect shall render decisions within a reasonable time.

- 2.6.8 Limitations Upon Architect's Construction Phase Services.** Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods and sequences or Site safety, all of which remain the responsibility of the Contractor. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees in performing construction of the Project. Architect shall not be responsible for the Construction Schedule(s) prepared by the Contractor.

## 2.7 Post-Construction Phase.

- 2.7.1 Substantial Completion.** Upon request of the Contractor and in conjunction with the District, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not the measures necessary to achieve Substantial Completion. The Architect shall determine and certify the date of Substantial Completion of the Project.
- 2.7.2 Punchlist.** At the time of determining Substantial Completion and in conjunction with the District, the Project Manager and the Contractor, the Architect shall note the conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Contract ("Punchlist"). The Architect shall, in conjunction with the District, the Project Manager and the Contractor, determine the time reasonably necessary to complete the Punchlist items. The Architect shall thereafter periodically monitor the Contractor's performance and completion of the Punchlist.
- 2.7.3 Final Completion.** In conjunction with the District and upon request of the Contractor, the Architect shall inspect the Work to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punchlist prepared at Substantial Completion. The Architect shall certify the date of Final Completion.
- 2.7.4 Close-Out Documents.** The Architect shall receive and review the Contractor's close-out documents for delivery to the District, including without limitation, Record As-built Drawings, Operations and Maintenance manuals, key schedules and warranties. The Architect shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the Work of the Project. Within a date determined reasonable by the AOR and Owner from the date of Final Completion, Architect shall provide District with a complete reproducible set of "Architect's Record Drawings" which shall be drafted "as shown" in the Contractor's "As-Built" drawings showing significant changes between the Work of the Drawings made during construction, including those incorporated into Change Orders issued under the Construction Contract, RFIs clearly noted, locations of building systems concealed or covered, including without limitation, utility structures and distribution systems and electrical, mechanical, plumbing and structural systems when identified in the Contractor's "As Built" Drawings. Each sheet of the Architect's Record Drawings shall note clearly "RECORD" with the data source, date of drawing and signature on behalf of Architect. Architect is entitled to rely upon the "As Built" information provided by the Contractor with no representation or warranty expressed or implied by the Architect. Concurrently with delivery of the reproducible set of the Architect's Record Drawings, the Architect shall deliver to the District two (2) corresponding electronic files of the Architect's Record Drawings on CD ROM.
- 2.7.5 Project Certification.** The Architect shall submit Plans, Specifications, Record Drawings, IOR records and documents of any sort required by DSA to close the Project with Certification Letter type #1

### ARTICLE 3 ADDITIONAL SERVICES

**3.0 Additional Services.** The services described in this Article 3 are not included in the scope of Architect's Basic Services hereunder. If the District shall request any of the Additional Services described in this Article 3, Architect shall be compensated for the same in accordance with Paragraph 2.3 of the Agreement.

**3.1 Contingent Additional Services.** If Contingent Additional Services described below are provided by Architect through no fault or neglect of Architect, prior to providing any such Additional Services, Architect shall notify the District in writing; the District may direct the Architect to not proceed with all or any portion of Contingent Additional Services described in Architect's written notice. The following constitute Contingent Additional Services:

- a. Making significant revisions to the Drawings, Specifications or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget or construction completion time for the Project; (ii) required by enactment of, or revisions to codes, laws, rules or regulations applicable to the Work of the Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.
- b. Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Architect in its Site observations under Article 2.6.2 hereof.
- c. Except as provided in Article 2.6.6 above, preparing Drawings, Specifications or other Design Documents, along with supporting data in connection with Changes to the Work.
- d. Providing services in connection with the evaluation(s) or request(s) by the Contractor to provide substitute or alternative systems, equipment or materials to those indicated in the Construction Documents and making subsequent revisions to the Construction Documents and other documentation resulting therefrom.
- e. Providing consultation or other services in connection with repairs, replacements or corrections of the Work damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions or other conduct of Architect or its employees, agents or representatives have caused or contributed to such damage or destruction.
- f. Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor, except to the extent that such claims arise out of the services or other work product provided or performed by or through Architect hereunder.
- g. Providing services as an expert witness in connection with a public hearing, arbitration or other legal proceeding arising out of the Project, except where Architect is a party thereto, is called as a percipient witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.

**3.2 Optional Additional Services.** The Optional Additional Services described herein shall be provided by Architect only upon the specific written request of the District. Optional Additional Services shall be compensated for in accordance with the terms of this Agreement.

- a. Services relative to future systems, facilities or equipment not included within the scope of the Project.
- b. Services to investigate existing conditions or facilities not included within the scope of the Project or to provide measured drawings thereof or measured drawings of existing conditions or facilities within the Project scope.
- c. Services in connection with the District's selection, procurement or installation of furniture, furnishing or equipment not included within the scope of the Project.
- d. Providing financial feasibility or other special study.
- e. Providing planning surveys or special surveys for Site evaluations, comparative studies or assessment of environmental conditions.
- f. Providing services to verify the accuracy of drawings or other information provided by the District.
- g. Analysis of ownership, operational or maintenance costs to the District.
- h. Providing services of Design Consultants, except for the Sub-Consultants identified in **Exhibit "E"** attached hereto and which are included and contemplated as part of the Basic Services hereunder.

## **ARTICLE 4 INSURANCE AND INDEMNITY**

### **4.0 Architect Insurance and Indemnity.**

**4.1 Insurance.** The Architect shall purchase and maintain for the duration of this Agreement, including any extensions hereto and any extended periods as provided herein, insurance for protection from claims under automobile liability, workers' or workmen's compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Architect's employees or of any person, employer liability, commercial general liability insurance providing coverage for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, and contractual liability for claims arising out of the performance of this Agreement caused by negligent acts or omissions for which the Architect is legally liable, and professional liability. The general and automobile liability policies shall state that they afford primary coverage, and that the District's policies will be excess. The insurance shall be written for not less than the following limits or greater if required by law:

**4.1.1** Automobile Liability including owned, non-owned and hired vehicles, with a minimum \$1,000,000.00 Combined Single Limit for automobile operations, bodily injury, personal injury and property damage as required by District

**4.1.2** Commercial General Liability with minimum limits of at least \$1,000,000.00 - single limits written on an Insurance Services Office (ISO) General Liability "Occurrence" Form or its equivalent for coverage on an occurrence basis and any deductible or self-insured retention shall not exceed \$10,000, or as otherwise approved in writing by the District. Premises/operations, broad form property damage, limited contractual liability, completed operations products liability and personal injury coverage is required. The District and each member thereof, and its officers, employees, Trustees and representatives, must be

endorsed or included on the policy as additional insureds as respects liability arising out of the Architect's performance of this Agreement. An additional insured endorsement utilizing Insurance Services Office (ISO) form 2010-11-85 or equivalent shall be provided to the District before commencement of the work and shall expressly provide that the Architect's policy is primary and non-contributing to the District's policies, and that to be effective, notice of any cancellation or non-renewal of the policy must be provided to all additional insureds as set forth in the California Insurance Code.

**4.1.3** Professional Liability with minimum limits of at least \$1,000,000.00 on a claims made basis and any deductible or self-insured retention shall not exceed \$100,000.00. The Architect shall maintain in force during the performance of this Agreement and for four (4) years after completion of the Project, the Professional Liability Insurance coverage referenced above. The policies must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen but after the effective date of this agreement provided the claim is made during the policy period. This coverage will be in addition to any insurance coverage required under paragraph 4.1.5 below.

**4.1.4** Worker's Compensation. The Architect shall comply with the applicable sections of the California Labor Code concerning Workers' Compensation for Injuries on the Job. Compliance is accomplished in one of the following manners:

- a. Provide a copy of a Submissive Self-Insurance Certificate Approved by the State of California; or
- b. Secure and maintain in force a policy of Workers' Compensation Insurance with statutory limited and Employer's Liability Insurance with a minimal limit of \$1,000,000.00 per accident. The policy shall be endorsed to waive all rights of subrogation against the District, and each member thereof, and its officers, employees, Trustees and representatives, for losses arising from performance of this Agreement; or
- c. Provide a "Waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provisions will be used in performance of this Agreement.

**4.1.5** Professional Sub-Consultants. Architect shall require each of its Sub-Consultants to procure and maintain during all phases of the Project, all of the coverages specified herein for the dollar amounts specified herein, unless lower limits are accepted by the District. With respect to professional liability insurance, the coverage must be in an amount not less than \$500,000.00 per claim and annual aggregate with a deductible or self insured retention not to exceed the sum of \$50,000. The District and each member thereof, its principals, officers, employees, Trustees and representatives must be endorsed as additional insureds on all such general and automobile liability policies.

**4.1.6** Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except for thirty (30) days prior written notice to the District.

**4.1.7** All policies of insurance shall:

**4.1.7.1** Have attached the appropriate mandatory endorsements signed by



authorized insurance company employees.

**4.1.7.2** Be maintained with insurers authorized to transact business (i.e., admitted) in the State of California so as to provide access to the California Guaranty Association and other state regulations or have a "Best's Guide" rating of A:VIII or better.

**4.1.7.3** Be maintained with insurers at all relevant times, having been specifically approved as to financial condition in writing by the District prior to execution of this Agreement.

**4.1.7.4** As appropriate, general and automobile liability insurance policies required under this Agreement shall name the District, its employees and agents as Additional Insureds/Covered Parties. This additional insured provision insofar as it may be adjudged to be against public policy or in violation of any provision of the California Insurance Code, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of this provision may be within public policy and enforceable.

**4.1.7.5** Shall contain a waiver of subrogation against the District, by endorsement or otherwise.

**4.1.8** Prior to commencement of performance, Architect shall furnish District with a Certificate of Insurance and mandatory endorsements for each policy of insurance required by this Agreement, including the policies of Architect's Sub-Consultants. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) and endorsement(s) must be in a form approved by the District. The District may require complete, certified copies of any or all policies at any time. All liability insurance deductibles must be identified in the Certificates of Insurance provided to the District and accepted by the District. The deductibles for all insurance policies required herein shall be considered a form of self insurance.

**4.1.9** Self insurance in lieu of liability insurance must be approved by the District prior to execution of this Agreement.

**4.1.10** Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Architect shall immediately notify the District and cease all performance under this Agreement until further directed by the District. In the absence of satisfactory insurance coverage, the District, may at its option: (i) procure insurance with collection rights for premiums, attorney's fees and costs against Architect by way of a set-off or recoupment from sums due Architect, at the District's option; (ii) immediately terminate this Agreement; or (iii) on behalf of and with prior written consent of the District, have the District self-insure their risk, with all damages and costs incurred by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Architect, by way of set-off or recoupment from any sums due Architect.

**4.2 Architect Indemnity of District.** To the fullest extent permitted by law and in accordance with the provisions of California Civil Code §2782.8, the Architect shall indemnify, protect, defend and hold harmless the District and its employees, officers, Board members, agents and representatives from any and all claims, demands, losses, costs, charges, responsibilities or liabilities of any kind arising out of, pertaining to, relating to or attributable to, in whole or in part, the negligence, recklessness, willful misconduct, errors, omissions and/or other such conduct of Architect, the Sub-Consultants or the employees, agents and

representatives of Architect or any of the Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement, but excluding liability as to the active or sole negligence or willful misconduct of the District. The foregoing shall include without limitation, attorneys' fees, experts' fees and costs, investigation expenses and costs incurred by the District, and any defense afforded pursuant to this paragraph will be provided by counsel acceptable to the District. The Architect's obligations hereunder are not limited in any way or by any limitation on the amount or type of damages or compensation payable to the Architect or its Sub-Consultants or their respective agents and employees under applicable policies of insurance, workers' compensation acts, disability benefits acts, or other employee benefits acts. The provisions of this Article shall apply during the period of Architect's performance under this Agreement and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by applicable Statute of Limitations.

- 4.3 District Indemnity of Architect.** The District shall indemnify and hold harmless the Architect from all claims arising out of bodily injury (including death), economic damages related thereto and physical damage (other than to the Assigned Project itself and property covered by insurance under Article 4.1.2 hereof) which arise out of the negligent or willful acts, omissions or other such conduct of the District and its agents except for the Architect, its employees or consultants.

## **ARTICLE 5 TERMINATION/SUSPENSION**

- 5.0 Termination for Default.** Either the District or Architect may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. For purposes of this provision, the only default of a material obligation on the part of the District shall be the District's failure to make payment of undisputed amounts due to Architect. Any termination hereunder shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect knowingly disregards applicable laws, codes, ordinances, rules or regulations. If District exercises the right of termination hereunder, the amount due the Architect, if any, shall be based upon Basic Services, authorized Additional Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Construction Phase of the Project. Architect shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to

the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Architect hereunder for Basic Services, Reimbursable Expenses or authorized Additional Services.

- 5.1 District's Right to Suspend.** The District may, in its sole discretion, suspend all or any part of the construction of the Project or the Architect's services hereunder; provided, however, that if the District shall suspend construction of the Project or Architect's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to provide for actual costs and expenses incurred by Architect as a direct result of the suspension and resumption of Project construction or Architect's services hereunder.
- 5.2 District's Termination of Agreement for Convenience.** The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement for the District's convenience and without fault, neglect or default on the part of Architect. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination.
- 5.3 Architect Suspension of Services.** If the District shall fail to make payment of undisputed amounts of the Contract Price when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.
- 5.4 Delivery of Documents to District; Assignment of Contracts and Subcontracts.** In the event of suspension or termination as provided in this Article, all finished or unfinished documents or other work product prepared by the Architect or by any person or entity retained by the Architect for the Project up to the date of such suspension or termination, including but not limited to, all conceptual design, schematic design, design development and construction contract documents, data, studies, surveys, estimates, drawings, maps, models, photographs and reports, shall be delivered to the District and shall become the District's property. At the District's option, the Architect shall cause any and all contracts and subcontracts related to planning, design or construction administration to be assigned to the District upon the suspension or termination of this Agreement and Architect thereupon shall be relieved of any continuing responsibility for all such assigned contracts for work performed thereunder after the date of such assignment.

## **ARTICLE 6 GENERAL**

- 6.1 Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.

- 6.2 Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Architect.
- 6.3 Notices.** Notices Architect or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if transmitted by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid.
- 6.4 Disputes.**
- 6.4.1 Continuation of Architect Services.** Except in the event of the District's failure to make payment of undisputed amounts of the Contract Price due Architect hereunder, notwithstanding any disputes between District and Architect hereunder, Architect shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.
- 6.4.2 No Attorneys' Fees.** In the event any action or proceeding is commenced or maintained by any party to this Agreement which seeks to enforce, construe or interpret the rights or obligations created under this Agreement, each party shall bear its own costs and attorneys' fees incurred and neither party shall be entitled to recover from the other party its attorneys' fees and costs incurred in connection with such action or proceeding.
- 6.5 Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.6 Records.**
- 6.6.1 Architect Accounting Records.** Architect shall maintain complete and accurate records of its personnel engaged in performing any service hereunder, personnel expenses, Reimbursable Expenses and other direct costs incurred in connection with performance under this Agreement. Records shall be maintained on the basis of generally accepted accounting principles applied consistently and shall be available for inspection or reproduction by the District upon reasonable request at any time during Architect's performance hereunder. Following completion of the Project and the Agreement or the termination of this Agreement, Architect shall maintain accounting records for five (5) years or such longer period required by applicable law, code, rule or regulation, during which time such records shall be available to District or as otherwise required by law, code, rule or regulation for inspection or reproduction.
- 6.6.2 Project Records.** Records, documents and other materials generated or received by Architect in the course of performing services hereunder may, following completion

of the Project or termination of this Agreement, be retained by the District in its sole discretion.

**6.7 No Contractual Relationship With Contractors; No Third Party Beneficiaries.** Nothing contained herein shall be deemed to create any contractual relationship between the District, the Project Manager or the Architect with any of the contractors, subcontractors, or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District or Project Manager which does not otherwise exist without regard to this Agreement.

**6.8 Definitions.**

**6.8.1 Construction Contract.** The Contract for Construction awarded by the District to the contractor for the construction of the Project.

**6.8.2 Contractor.** The individual or entity awarded the Construction Contract for the Project.

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

**6.8.4 Design Documents.** The Drawings, Specifications, calculations and other work product prepared for the Project or any portion thereof by the Architect, the Design Consultants or provided, however, that Drawings, Specifications, calculations or other work product prepared by the Sub-Consultants prior to the date of this Agreement shall be deemed to be Instruments of Services and not Design Documents.

**6.8.5 Sub-Consultant(s).** Sub-Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Sub-Consultants shall be duly licensed as required by law, rule or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Sub-Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Sub-Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Sub-Consultants.

**6.8.6 Instruments of Services.** Instruments of Services refer to Drawings, Specifications, calculations and other work product generated in connection with design or

construction of the Project and which were prepared by Architect hereunder or any of the Sub-Consultants prior to the date of this Agreement.

- 6.8.7 Construction Documents.** Construction Documents are Drawings, specifications, calculations and other work product prepared by the Architect, the Sub-Consultants and/or Design Consultants for the Project as the context requires. The term Construction Documents shall include Instruments of Services and Design Documents.
- 6.8.8 Submittals.** Shop Drawings, Product Data or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.
- 6.8.9 Site.** The physical area for construction and related activities of the Project.
- 6.8.10 Work.** The term "Work" as used herein shall refer to all of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment and other services required of the Contractor under the terms of the Construction Contract.
- 6.8.11 District Project Manager.** The District's Project Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, and other services and/or work product in connection with the design and/or construction of the Project. Services, functions and responsibilities of the Project Manager shall be provided in conjunction with and complementary to the Architect's services and work product under this Agreement. If the District has not retained or designated a Project Manager as of the execution of this Agreement, without adjustment of the Contract Price hereunder, the District reserves the right to subsequently retain a Project Manager to provide services and/or work product as generally described herein.
- 6.8.12 Construction Cost.** The Construction Cost shall be the total cost to the District of all elements of the Project which are designed, specified or otherwise provided for in the documents prepared by Architect and its Sub-Consultants. Construction Cost as defined here includes an allowance for design contingency which covers all changes to the Project documents during the pre-bid period. These design and cost changes may be due to, but limited to, collaborative refinements of Project design, the impacts of regulatory review, improved information on existing conditions, and refinements of the construction cost estimates. The Construction Cost shall include the cost of general construction including labor, materials, equipment, overhead, and profit, provided by licensed general contractors. Construction Cost shall not include the compensation of Architect or its Sub-Consultants, the Project Manager and its Sub-Consultants, the cost of the land, rights-of-way or other costs which are the responsibility of the District. The cost of procurement and installation equipment, furniture and furnishings, and telecommunications equipment and cabling, when provided by District under contracts other than general construction, are excluded from the Construction Cost.

## **6.9 Use of Design Documents.**

**6.9.1 Ownership.** All of the Architect's work product, including Instruments of Service, working drawings, master plans, preliminary sketches, architectural presentation drawings, structural and other engineering calculations or computations and estimates, prepared by or on behalf of the Architect under this Agreement are and shall remain the property of the District. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said Section 17316 to "school district" shall be deemed to refer to the District. The District acknowledges that notwithstanding the District's ownership rights to the Design Documents prepared under this Agreement, the Architect shall retain ownership of copyright rights, if any, in and to the Design Documents, provided that by this Agreement and without further action of the District or the Architect and without further compensation from the District, the Architect shall be deemed to have granted the District a perpetual license to use the Design Documents for completion of, or alterations, additions, renovations or other modifications to, the Project. Upon the termination of this Agreement, the District may use any portion of the Architect's work product, including Instruments of Service (whether they are completed or in progress) for any purpose, in the sole and exclusive discretion of the District. Except for marketing and business development purposes, Architect shall not, without the prior consent and approval of the District which may be granted, withheld or restricted in the sole and exclusive discretion of the District, reproduce or otherwise use any documents owned by the District pursuant to this Agreement.

**6.9.2 Electronic Deliverables.** In the event that Architect utilizes Computed Aided Design Drafting (CADD) or Building Information Modelling (BIM), at each stage of its submission of Schematic Design Documents, Design Development Documents and Construction Documents to the District pursuant to the terms hereof, at the District' request, Architect shall also submit corresponding Electronic Deliverables. District recognizes that the CADD / BIM files are not construction documents and CADD / BIM files do not reflect changes made after DSA submittal due to governing requests, bidding changes and construction changes. Architect is under no obligation to provide CADD / BIM files to contractors.

**[End of Section]**

## EXHIBIT A SCOPE OF BASIC AND ADDITIONAL SERVICES

**Note:** *Not all projects will contain all of the elements listed herein. The following list is a minimum guide and is not a comprehensive list of services to be performed. For specific scope of services refer to EXHIBIT A1 Scope of Services, please also refer to EXHIBIT F LIST OF DELIVERABLES for more specific information regarding deliverables to be provided at each phase.*

### PHASE 1: PREDESIGN SERVICES

In the Predesign Phase, the Design Professional shall provide those services necessary for the Design Professional to define the Project program and design time requirements and limitations for the Project prior to beginning design

- 1.01 Project** at the 100% predesign completion stage, prepare and deliver a complete set of reproducible drawings, reports, studies, Project program, Construction Cost Estimate, time-scaled design preconstruction schedule, milestone design preconstruction schedule and CADD (Computer Aided Design Drafting) or BIM (Building Information Modelling) Electronic Deliverables
- 1.02 Disciplines Coordination/Document**
- .01 Completely Coordinate Design Professional's work and the work of Design Professional's consultants and other involved disciplines for the Project during the Project Predesign stage and prior to 100% Predesign completion
  - .02 Review and check documents prepared for the Project
- 1.03 Agency Consulting/Review/Approval** confer, study, analyze, and prepare report(s) with recommendation(s)
- .01 Consult with Regulatory Agencies having jurisdiction
  - .02 Research project specific codes and regulations
- 1.04 District-Supplied Data Coordination**
- .01 Review and coordinate Project related data furnished by the District or others
  - .02 Obtain existing drawings, documents (as-built), and related data from the District
- 1.05 Programming**
- .01 Identify design objectives, limitations and criteria
  - .02 Study space requirements
  - .03 Study space relations as identified by the District
  - .04 Study number and functional responsibilities of personnel as given by the District
  - .05 Study flexibility and expandability
  - .06 Investigate and document special equipment and systems as identified by the



- District
- .07 Study site requirements
- .08 Documentation – Written Project Program

#### **1.06 Space Schematics/Flow Diagrams**

- .01 Study internal functions
- .02 Study human, vehicular and material flow patterns
- .03 Study general space allocations
- .04 Analyze operating functions.05 Study adjacencies
- .06 Investigate and document special facilities and equipment
- .07 Study materials handling as identified by the District
- .08 Study flexibility and expandability
- .09 Document and Deliver – Studies, Analyses, Reports, and Graphic Representations

#### **1.07 Existing Facilities Surveys Related to the Project:**

- .01 Photo document existing facilities
- .02 Verify existing facilities vs “as-built” drawings
- .03 Review, analyze, and report on existing design data (as-built documents, etc.)
- .04 Analyze existing facilities’ structural capabilities, prepare report and recommendation(s)
- .05 Analyze existing facilities’ mechanical capabilities, prepare report and recommendation(s)
- .06 Analyze existing facilities’ electrical capabilities, prepare report and recommendation(s)

#### **1.08 Project Preconstruction Design Scheduling develop a schedule for predesign, decision making, design and agency review**

#### **1.09 Project Construction Cost develop a Construction Cost Estimate based on program and schematic/flow diagrams:**

#### **1.10 Presentation and Renderings**

- .01 Make presentations of program, schematic/flow diagrams, schedule, and construction cost estimate
- .02 Make rendered views, up to 4 views of the building exterior and interior including topography.

### **PHASE 2: SITE ANALYSIS SERVICES**

In the Site Analysis Phase, the Design Professional shall provide services necessary to establish site-related limitations and requirements for the Project.

#### **2.01 Project Site Analysis Deliverables at the 100% site analysis completion stage, prepare and deliver a complete set of reproducible drawings, reports, studies, Construction Cost Estimate and CADD (Computer Aided Design Drafting) or BIM (Building Information**

Modelling) Electronic Deliverables

**2.02 Disciplines Coordination/Document Checking** services consisting of activities for:

- .01 Completely Coordinate Design Professional's work and the work of Design Professional's consultants and other involved disciplines for the Project during the Project Site Analysis stage and prior to 100% Site Analysis completion
- .02 Review and checking of documents prepared for the Project

**2.03 District-Supplied Data Coordination:**

- .01 Review and coordinate data furnished by the District or others
- .02 Site visits required to establish criteria
- .03 Assist District in contracting for surveys, surface site data and subsurface site data
- .04 Photographically Survey the Project Site

**2.04 Site Analysis** services:

"Site Analysis" refers to locations within the existing campus and does not refer to any sites off the existing campus.

- .01 Identify potential site(s)
- .02 Make on-site investigations
- .03 Study movement systems, traffic and parking studies
- .04 Conduct topographic site analysis
- .05 Conduct overall site analysis and evaluation
- .06 Conduct comparative site studies

**2.05 Detailed Site Utilization Studies** perform detailed site analysis and conceptual site development design:

- .01 Study and design for land utilization
- .02 Study and design for structures placement
- .03 Study and design for facilities development
- .04 Study and design for development phasing
- .05 Study and design for movement systems, circulation and parking
- .06 Study and design for utility systems
- .07 Study and design for surface and subsurface conditions
- .08 Review soils report
- .09 Analyze site topography
- .10 Study and design for landscape forms and materials

**2.06 On-Site Utility Studies**

- .01 Study and design for electrical service and distribution
- .02 Study and design for gas service and distribution
- .03 Study and design for water supply and distribution
- .04 Study and design for site drainage
- .05 Study and design for sanitary sewer collection and disposal
- .06 Study and design for process waste water treatment

- .07 Study and design for storm water collection and disposal
- .08 Study and design for central plant mechanical systems
- .09 Study and design for fire systems
- .10 Study and design for emergency systems
- .11 Study and design for security
- .12 Study and design for pollution control
- .13 Study and design for site illumination
- .14 Study and design for communications systems
- .15 Study and design conceptual grading plan

## **2.07 Off-Site Utility Studies**

- .01 Confirm location, size and adequacy of utilities serving the site
- .02 Determine requirements for connections to utilities
- .03 Study for off-site utility extensions and facilities

## **2.08 Project Construction Cost prepare a preliminary Construction Cost Estimate for site-related work:**

- .01 Site grading
- .02 On-site utilities
- .03 Possible utilities connections
- .04 Possible off-site utilities work
- .05 Drainage
- .06 Paving
- .07 Site lighting
- .08 Landscape work
- .09 Site fixed furniture

## **2.09 Presentation and Renderings**

- .01 Make presentation of Site Analysis studies, reports and data
- .02 Make rendered views, up to 4 views of the building exterior and interior including topography.

## **PHASE 3: SCHEMATIC DESIGN SERVICES**

In the Schematic Design Phase, the Design Professional shall provide those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the District. Designs will be based on the requirements developed under previous phases and approved by the District.

## **3.01 Project Schematic Design Deliverables at the 50% and the 100% schematic design completion stages prepare and deliver a complete set of reproducible drawings, outline specifications, studies, reports, Construction Cost Estimate and CADD (Computer Aided Design Drafting) or BIM (Building Information Modelling) Electronic Deliverables**

**3.02 Disciplines Coordination/Document Checking**

- .01 Completely coordinates Design Professional's work and the work of Design Professional's consultants and other involved disciplines for the Project throughout the Schematic Design Phase
- .02 Review and check documents prepared for the Project

**3.03 Agency Consulting/Review/Approval** confer, study, analyze, and prepare report(s) with recommendation(s)

- .01 Consult with Regulatory Agencies having jurisdiction
- .02 Research project specific codes and regulations
- .03 Review with District applicable provisions of the building codes which apply to the Project, diagrammatic drawings which delineate the design criteria (e.g., exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy(s), construction type, and fire zones) and which graphic documentation of the design criteria shall be updated with each subsequent submittal

**3.04 District-Supplied Data Coordination**

- .01 Review and coordinate data furnished by the District or others

**3.05 Architectural Design/Documentation** based upon approved Project program, study, document, and prepare:

- .01 Study, document, and design site and building floor plans
- .02 Study, document, and design preliminary building sections and exterior elevations
- .03 Site Plan which shall:
  - .1 Depict the overall dimensions of the proposed new building
  - .2 Depict and identify (name) all existing structures and improvements adjacent to the Project site and indicate the distances from each proposed new building to i) existing buildings, ii) property lines (setbacks), and iii) roadways
  - .3 Depict all major new exterior elements and, for alternations and additions, all existing exterior elements that will remain in place, which elements include but not limited to street, service drives, easements, loading docks, parking areas, paved areas, walks, stairs, ramps, pools, retaining walls, fences, fire hydrants, and equipment that are known at this phase of the project
  - .4 Depict the elevations of building entrances and major exterior elements
  - .5 Depict existing and proposed contours at 5-foot intervals as provided by the civil engineer, surveyor or existing topography as provided by the District
  - .6 Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site
  - .7 Depict the placement of ramps and other provisions for disabled access to the site and building
- .04 Building Floor Plans which shall:
  - .1 Indicate the locations, room names, sizes (in assignable square feet) for all programmed spaces and required gross area spaces including entrances, lobbies, corridors, stairs, elevators, toilet rooms, janitors' closets, and

- mechanical/electrical equipment rooms
- .2 Indicate the overall dimensions of major elements of the building
- .3 Indicate such building elements as walls, columns, doors, windows, openings, and major built-in equipment
- .4 Indicate the means for complying with applicable disabled access codes
- .05 Preliminary building sections and exterior elevations which shall:
  - .1 Show all elevations of the building and depict floor-to-floor dimensions and the overall building height
  - .2 Include sections as needed to explain the structural concept and any unusual design features, and depict existing and proposed grades
- .06 Study and document preliminary selection of building systems and materials and review with District
- .07 Study and document approximate dimensions, areas and volumes
- .08 Provide a Program/Design Area Analysis which compares, on a room by room basis, the Program area requirements with actual takeoffs of the schematic space plans
- .09 Provide a tabulation comparing both gross and assignable floors areas to the approved Program area requirements
- .10 Study and document outline specifications
- .11 Prepare perspective sketch(es) necessary to demonstrate Schematic Design

**3.06 Structural Design/Documentation** services consisting of recommendations regarding basic structural materials and systems, analyses, and development of schematic design solutions for:

- .01 Study, document, and present alternative structural systems as deemed appropriate by the Structural Engineer, following review with District
- .02 Study and prepare outline specifications

**3.07 Mechanical/Plumbing/Fire Protection Design/Documentation** study, report, and recommend alternate materials, systems and equipment to develop a written Mechanical, Plumbing, and Fire Protection Systems Program and Basis of Design and develop schematic design solutions:

- .01 Study, report, and recommend energy conservation systems
- .02 Study, report, and recommend heating and ventilation (HVAC) systems
  - .1 Evaluate a minimum of two alternative HVAC systems that are in compliance with energy requirements in the California Code or Regulations, Title 24, Part 6, California Energy code and Part 4, California Mechanical Code
  - .2 Provide written analysis of the calculated loads of proposed HVAC system(s)
  - .3 Review with District and Engineers analysis of reasons for selected HVAC system
- .03 Study, report, and recommend plumbing systems
  - .1 Provide a conceptual single-line diagram showing major piping and equipment, and identifying the sizes and locations of major equipment items including, pumps, tanks, vaults, and related items.
- .04 Study, report, and recommend fire protection systems

- .05 Study, report, and recommend special mechanical systems if requested by District
- .06 Study, report, and recommend process systems
- .07 Study, report, and recommend general space requirements
- .08 Prepare Schematic mechanical floor plans
- .09 Prepare mechanical schematic diagrams and single line diagrams
- .10 Prepare Schematic plumbing floor plans
- .11 Prepare outline specifications
- .12 Study and document preliminary selection of mechanical, plumbing, and fire protection systems and materials, provide compiled catalog cuts and samples

**3.08 Electrical/Fire Alarm/Site Illumination Design/Documentation** study, report, and recommend systems regarding basic electrical materials, systems and equipment to develop a written Electrical System Program and Basis of Design and develop schematic design solutions:

- .01 Study, report, and recommend power service and distribution systems
- .02 Study, report, and recommend site and building lighting systems
- .03 Study, report, and recommend emergency power
- .04 Study, report, and recommend special electrical systems as identified by District
- .05 Study, report, and recommend mechanical/plumbing/fire protection support systems
- .06 Study, report, and recommend general space requirements
- .07 Study, report, and recommend power plans
- .08 Prepare and present fixture alternatives and document fixture selections
- .09 Prepare outline specifications
- .10 Provide an electrical single-line diagram which shall show the following:
  - .1 Method of Service (facility or local utility)
  - .2 Major transformers and transformer substations
  - .3 Major switchboards, motor control centers, and panel and distribution boards
  - .4 Major components of the emergency power system
- .11 Study and document preliminary selection of power and lighting systems and materials, provide compiled catalog cuts and samples

**3.09 Civil Design/Documentation** study, report, and recommend alternate materials, equipment and systems and develop schematic design solutions:

- .01 Study and prepare site plan(s) with all structures, roadways, pavement, drainage systems and utilities sized, located and/or relocated
- .02 Study and prepare preliminary off-site plan(s) with all structures, roadways, pavement, drainage and utilities sized, located and/or relocated if required in project scope
- .03 Study and prepare a Schematic conceptual grading plan
- .04 Prepare outline specifications

**3.10 Landscape Design/Documentation** study, report, and recommend alternate materials, systems and equipment and develop Landscape program. Prepare design solutions for land forms, lawns and plantings based on Landscape program, physical site characteristics, design objectives and environmental determinants consisting of:

- .01 Study and prepare Schematic conceptual landscape plan
- .02 Photo document neighborhood context and existing conditions
- .03 Prepare outline specifications

**3.11 Interior Design/Documentation** study and present space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of design solutions for architectural, mechanical, plumbing, electrical and equipment requirements:

- .01 Study and present interior space plans and partition layouts

**3.12 Vertical Transportation Planning**

- .01 Study, report, and recommend elevator and/or escalator systems
- .02 Prepare outline specifications

**3.13 Construction Cost Estimate** prepare a Construction Cost Estimate for the Project based on the schematic designs.

**3.14 Outline Specifications** to be done at the end of the Schematic phase after the District has approved single systems and designs from all alternates consisting of 1) a general description of the Project's site, ii) identification of a) architectural design, building, and type of construction, b) the structural system, including materials and systems, c) a strategy for dealing with special conditions, subsurface conditions, and substructure, d) conceptual mechanical, plumbing, and electrical systems, e) all special conditions including control systems, energy management systems, and special exhaust systems, and f) finishes at a gross level, indicating the type and quality level, iii) conceptual definition of casework systems, iv) inclusion of a separate paragraph in the electrical specifications describing proposed new systems for power, lighting, communication, fire alarm, and security systems, and v) identification in sufficient detail of the proposed power system voltages including the main points of connection to existing systems.

**3.15 Phasing Plans** In cooperation with the District, the Design Professional shall develop drawings and documentation of construction sequencing and phasing for inclusion in the construction contract documents that provide workable sequence for construction with minimum impact to District operations. The design of new building systems and the proposed phasing plans shall endeavor to achieve continuity of all utility services, District operations, public access, fire alarm, fire safety and fire egress, ADA requirements, vehicle parking and traffic flow, and security operations as can best be achieved in consideration of the overall project scope, complexity and duration. Phasing services shall not be construed to specify contractor's means and methods.

**3.16 Site Utilization Plans** In cooperation with the District, the Design Professional shall develop drawings and documentation of project site (and of site adjacent when necessary) utilization by contractors that will cause minimum impact to District operations. The drawings and documentation shall depict limits of work lines, site fencing, access and egress, vehicle haul routes, locations for contractors' field offices,

locations for placement of storage facilities and stored materials, and code required clearances to existing site adjacent construction. Site utilization documentation shall not be construed to specify contractor's means and methods and the Architect shall not be responsible for changes required by any specific contractor. It shall remain the full and complete responsibility of the District and Contractor to negotiate all of the site utilization functions for the construction of the project.

- 3.17 Constructability and Design Review; Value Engineering; Revisions** Following 100% Schematic Design document constructability and design review and value engineering by District, Design Professional shall incorporate comments and changes into the 50% Design Development documents.

#### **PHASE 4: DESIGN DEVELOPMENT SERVICES**

In the Design Development Phase, the Design Professional shall provide those services necessary to prepare from the approved Schematic Design Documents, for approval by the District, the Design Development Documents consisting of drawings, specifications and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical, plumbing, electrical and other building and site systems, materials, and such other Project elements.

- 4.01 Project Design Development Deliverables** at the 50% and the 100% Design Development completion stages prepare and deliver a complete set of reproducible drawings, specifications, studies, reports, Construction Cost Estimate and CADD (Computer Aided Design Drafting) or BIM (Building Information Modelling) Electronic Deliverables

**4.02 Disciplines Coordination/Document Checking**

- .01 Completely coordinate Design Professional's work and the work of all engineering and other consultants participating in the Project during the Design Development stage and prior to the 50% and the 100% Design Development Phase completion
- .02 Review and check documents prepared for the Project

- 4.03 Agency Consulting/Review/Approval** confer, study, analyze, and prepare report(s) with recommendation(s):

- .01 Consult with Regulatory Agencies having jurisdiction
- .02 Research project specific codes and regulations

**4.04 District-Supplied Data Coordination**

- .01 Review and coordinate Project related data furnished by the District or others

- 4.05 Architectural Design/Documentation** provide continued development and expansion of the Schematic Design to establish the final scope, relationships, forms, size and appearance of the Project. Provide:



- .01 Properly dimensioned floor plans with final room locations, names, functions, usable square footages and all openings shown clearly
- .02 Exterior elevations (Scale: Not less than 1/8 inch = 1'-0"), building sections, as required, to clearly indicate the design development (Scale: Not less than 1/8 inch = 1'-0"), and wall sections (Scale: Not less than 1/4 inch = 1'-0") showing final dimensional relationships, materials and component relationships
- .03 Preliminary window, door and hardware schedules showing final quantities, types and quality levels
- .04 Preliminary development of details and large scale blow-ups
- .05 Legend showing all symbols used on drawings
- .06 Finish schedule identifying all finishes
- .07 Identification and layout of all furniture, fixtures and equipment
- .08 Preliminary specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format
- .09 Reflected ceiling plans including ceiling grid and all major devices that penetrate ceilings including, but not limited to:
  - a. Light fixtures
  - b. Fire alarm devices
  - c. Security devices
  - d. Exhaust hoods
  - e. Ceiling registers and diffusers
  - f. Exit signs
  - g. Intercom speakers
  - h. All other major ceiling penetrations requiring coordination
- .10 Specialty building and site services plans including preliminary development of details and large scale blow-ups
- .11 Building cross-sections as necessary to show architectural, structural and other building component relationships, dimensions and critical coordination clearances
- .12 Fixed equipment locations and identification
- .13 Perspective sketch(es) as required for design coordination
- .14 Study model(s) as required for design coordination
- .15 Floor plans (Scale: Not less than 1/8 inch = 1'-0") which shall provide:
  - .1 Locations and fire ratings of all fire separations, exit enclosures, fire doors, and similar elements, as required by applicable codes
  - .2 Provisions for making facilities accessible to and useable by the disabled, and indicating all accessible toilets and drinking fountains
  - .3 Locations of all plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, deluge showers, and fire-hose cabinets and connections
  - .4 Indications of all principal; built-in features such as fixed auditorium seats, kitchen equipment, display cases, counters, shelves, lockers, and similar items
  - .5 A demolition plan which shall differentiate between existing work to be removed and existing work to remain in place
  - .6 A roof plan showing associated equipment, slopes, ridges, drains, and other items
- .16 Interior details (Scale: Not less than 1/4 inch = 1'-0") which shall provide detail plans, sections, and elevations for the following types of space:

- .1 Classrooms and lecture halls
- .2 Kitchen and related service areas
- .3 Toilet and locker rooms
- .4 Other areas of special design
- .17 In collaboration with all design team members, prepare and present, for District's approval, a complete materials and finishes palette. Conduct a series of preliminary presentations of all options for interior and exterior finishes, colors, textures, wall finishes, ceiling finishes, flooring materials and coverings, graphics/signage, all millwork and casework systems, elevator cab finishes, finish hardware, lighting design, light fixtures, plumbing fixtures and other interior materials and features of the Project. Presentations shall include graphics (plans, sketches, as necessary, and product samples of materials and fixtures.

**4.06 Structural Design/Documentation** provide continued development and expansion of the Schematic Design in sufficient detail to establish the final structural design. Provide:

- .01 Structural drawings to scale (Scale: Not less than 1/8 inch = 1'-0") with all structural members located and sized
- .02 Foundation and framing plans for each floor and roof
- .03 Final building level elevations at the top of structure at all floor and roof levels and other significant building components
- .04 Use Project grid system and horizontal and vertical measurement control system coordinated with architectural, mechanical, plumbing, electrical and fire protection systems
- .05 Building cross-sections as necessary to show architectural, structural and other building component relationships, dimensions and critical coordination clearances
- .06 Legend showing all symbols used on drawings
- .07 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format
- .08 Structural engineering calculations

**4.07 Mechanical/Plumbing/Fire Protection Design/Documentation** provide continued development and expansion of the Schematic Design in sufficient detail to establish the final mechanical/plumbing/fire protection designs. Provide:

- .01 Mechanical/plumbing/fire protection floor plans to scale (Scale: Not less than 1/8 inch = 1'-0"), showing duct layouts, piping system and riser diagrams, fire protection main line and riser diagrams, and required penetration of structural elements, with ductwork and plumbing piping substantially located and sized
- .02 Heating and cooling load calculations for each space and major ducts or pipe runs sized to interface properly with all structural elements
- .03 Equipment schedules indicating size and capacity of major mechanical/plumbing/fire protection equipment
- .04 Reflected ceiling plans with all major devices located
- .05 Preliminary energy conservation, management and control measures clearly shown on the drawings and in the specifications
- .06 Legend showing all symbols used on drawings

- .07 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format
- .08 Mechanical/plumbing/fire protection engineering calculations
- .09 Enhanced mechanical/plumbing/fire protection single-line diagrams
- .10 Use Project grid system and horizontal and vertical measurement control system coordinated with architectural, structural, and electrical systems

**4.08 Electrical/Fire Alarm/Systems Conduits/Site Illumination Design/Documentation** provide continued development and expansion of the Schematic Design in sufficient detail to establish the final electrical/fire alarm/systems conduits/site illumination designs. Provide:

- .01 Electrical/fire alarm/systems conduits floor plans (Scale: Not less than 1/8 inch = 1'-0") with lighting fixtures located and scheduled showing all types and locations of fixtures to be used
- .02 Electrical/fire alarm/systems conduits equipment schedules indicating sizes and capacities of major electrical/fire alarm/systems conduits equipment
- .03 Indicate location of each load center unit substation, motor control center, distribution switchboard, telephone equipment room and closet, and indicate the types and locations of lighting fixtures in typical offices, corridors, and similar spaces, using a schedule for detail
- .04 Single line diagrams indicating the complete electrical/fire alarm/systems distribution plans including the locations of switchboards, motor control centers, panels, transformers and emergency generators
- .05 Site electrical/fire alarm systems conduits/illumination plans showing locations of all underground and overhead systems, including fixtures, junction boxes, pull boxes and manholes
- .06 Energy conservation, management and control measures clearly shown on the drawings and in the specifications
- .07 Legend showing all symbols used on drawings
- .08 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format
- .09 Electrical/fire alarm/systems conduits/site illumination engineering calculations
- .10 Use Project grid system and horizontal and vertical measurement control system coordinated with architectural, structural, mechanical, plumbing, and fire protection systems

**4.09 Civil Design/Documentation** provide development and expansion of the Schematic Design in sufficient detail to establish the final on-site and off-site civil designs. Provide:

- .01 Use Project grid system and horizontal and vertical measurement control system coordinated with architectural, structural, mechanical, plumbing, fire protection, and electrical systems
- .02 Site plan(s) with all structures, roadways, pavement, drainage systems and utilities sized, located and/or relocated, showing contours at 1-foot intervals and spot elevations at each location of a immediate vertical change in plane
- .03 Off-site plan(s) with all structures, roadways, pavement, drainage and utilities sized, located and/or relocated as appropriate for project scope

- .04 Preliminary grading plan
- .05 Sections through site, with exaggerated vertical and horizontal scale as necessary to demonstrate design and relationships
- .06 Depiction of the placement of ramps and other provisions for disabled access to the site and building
- .07 A utilities plan that depicts existing utilities, including underground lines, located within and adjacent to the Project site and that depicts any proposed new utility services, relocation of existing utility services, and that indicates the points of connection between new work and the existing utility systems
- .08 Provide a separate demolition only plan indicating existing structures and utilities that are to be removed or relocated
- .09 Legend showing all symbols used on drawings
- .10 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format

**4.10 Landscape Design/Documentation** provide continued development and expansion of the Schematic Design in sufficient detail to establish the final landscape design. Provide:

- .01 Integration of the landscape design with the building design
- .02 Preliminary Landscape plan(s) (Scale: Not less than 1/8 inch = 1'-0") at 50% design development
- .03 Plant and material selection schedule with Botanical and common names
- .04 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format

**4.11 Interior Design/Documentation** at 100% DD's provide continued development and expansion of the Schematic Design in sufficient detail to establish the final interior design. Provide:

- .01 Interior design development of the Project with plans and elevations (Scale: Not less than 1/4 inch = 1'-0")
- .02 Special interior design features
- .03 Materials, finishes and colors
- .04 Specifications Part 1 and Part 2 in accordance with the Construction Specifications Institute (CSI) format

**4.12 Materials Research/Specifications**

- .01 Review and comment on the District's proposed general and supplementary conditions of the Agreement between the District and the Contractor(s)
- .02 Produce a design manual including design criteria, Specifications and itemized lists and materials and equipment selections

**4.13 Sustainability Compliance Report** provide a Sustainability Compliance Report as part of the Project Design Development Submittal at the 100% completion stage, which report shall include, but not be limited to, the following items:

- .01 meet, as a minimum, CHPS Criteria
- .02 Statement of the established goals for the Project as a whole and for each of the

- design disciplines involved in the design of the Project in particular
- .03 Description of the base case design assumptions and criteria used for each of the involved design disciplines prior to incorporating the established goals into the design of the Project
  - .04 Statement of overall compliance with the established goals for the Project as a whole and for each of the design disciplines involved in the design of the Project in particular
  - .05 Description of any additional and special achievements beyond the established goals for the Project and any other new or unique aspects of the sustainability program of the Project
- 4.14 Value Analysis** provide the review of the cost, quality and time influences of proposed building materials, systems and construction methods relative to design objectives in order to identify options for obtaining optimum value for the District. These services shall be performed in conjunction with the Project Design Development Submittal which is required at the 100% completion stage, and shall include, but shall not be limited to, the performance of the following duties:
- .01 Identification of potential design alternatives and the joint evaluation of the same with the District and other consultants participating in the Project
  - .02 Participation in the joint evaluation of the above-mentioned cost comparisons with the District and other consultants participating in the Project
  - .03 Implementation of design alternatives approved by the District by incorporating the same into the Architect's design and construction documents
- 4.15 Construction Cost Estimate** prepare a Construction Cost Estimate for the Project based on the Design Development. The Construction Cost Estimate is required at the 100% Design Development completion stage.
- 4.16 Constructability and Design Review; Value Engineering; Revisions** Following 100% Design Development document constructability and design review and value engineering by District, Design Professional shall incorporate comments and changes into the 50% Construction documents.
- 4.17 Presentation** and Renderings
- .01 Make presentations of program, site, exterior, interior planning, schedule, and construction cost estimate
  - .02 Make rendered views, up to 12 views of the building exterior and interior including site.

## PHASE 5: CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase the Design Professional shall prepare from the approved Design Development Documents, the Construction Documents consisting of drawings, specifications and other documents setting forth in detail the requirements for the bidding and construction of the Project.

- 5.01 Project Construction Documents Deliverables** at the 50% and 95% completion stages, each consisting of a complete set of drawings, specifications and other documents as appropriate and partial Project Construction Documents Submittals as requested by the District and CADD (Computer Aided Design Drafting) or BIM (Building Information Modelling) Electronic Deliverables
- 5.02 Disciplines Coordination/Document Checking**
- .01 Completely coordinate Design Professional's work and the work of all engineering and other consultants participating in the Project during the Construction Document stage and prior to the 50% and the 100% Construction Document Phase completion
  - .02 Review and check documents prepared for the Project
- 5.03 Agency Consulting/Review/Approval** confer, study, analyze, and obtain plan-check sign-off from agencies having jurisdiction
- .01 Consult with Regulatory Agencies having jurisdiction
  - .02 Research project specific codes and regulations
  - .03 Implement all reviews with agencies having jurisdiction. Satisfy agency questions and seek code interpretations when necessary. Obtain all required plan-check and other related sign-offs from agencies having jurisdiction
- 5.04 District-Supplied Data Coordination** services consisting of activities including:
- .01 Review and coordinate Project related data furnished by the District or others
- 5.05 Architectural, Structural, Mechanical/Plumbing/Fire Protection, Electrical/Fire Alarm/Systems Conduits/Site Illumination, Civil, Landscape, Interior, Low Voltage Design/Documentation** provide complete drawings, specifications and other documents to establish the final scope of work, construction contract requirements, relationships, forms, size and appearance of the Project. Provide:
- .01 The Project Construction Documents Submittal at the 95% completion stage shall be virtually complete, coordinated and checked in all regards and shall be sufficiently complete to file with all agencies having jurisdiction.
  - .02 The Project Construction Documents Submittal at the 100% completion stage shall be complete, coordinated, corrected and checked in all regards
- 5.06 Materials Research/Specifications** provide:
- .01 Assistance to the District in the development and preparation of documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the District and Contractor(s)
  - .02 Assistance to the District in the final development and preparation of the general, supplementary and other conditions of the Agreement between the District and Contractor(s)
  - .03 Compilation of all bidding documents, conditions of the contract, drawings and specifications, which collectively shall be called the Construction Documents

- 5.07 Sustainability Compliance Report** provide a final update to the Sustainability Compliance Report as part of the Project Construction Documents Submittal at the 100% completion stage.
- 5.08 Special Bidding Design/Documentation** prepare drawings, specifications and other documents required for obtaining alternate bids or prices
- 5.09 Construction Cost Estimate** prepare a Construction Cost Estimate for the Project based on the Project Construction Documents Submittals. Construction Cost Estimates are required at the 50% and 90% completion stages.
- 5.10 Constructability and Design Review; Value Engineering; Revisions** Following 75% Construction document constructability and design review and value engineering by District, Design Professional shall incorporate comments and changes into the 100% Design Development documents. Following 100% Design Development document constructability and design review and value engineering by District, Design Professional shall incorporate comments and changes into the 100% Construction documents.
- 5.11 Development of Bid Documents** Design Professional shall review and comment upon the District's proposed forms of Construction Contract and General, Special and other Conditions thereof for conformity and consistency with the construction contract documents. The Design Professional shall assist the District in preparation of information, documents and forms necessary or appropriate for bidding.
- 5.12 Presentation** and Renderings
- .01 Make presentations of program, site, exterior, interior planning, schedule, and construction cost estimate
  - .02 Make rendered views, up to 12 views of the building exterior and interior including site.

## **PHASE 6: BIDDING AND NEGOTIATION SERVICES**

In the Bidding or Negotiation Phase, the Design Professional shall assist the District in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of multiple bid packages and/or phased construction, the District may authorize bidding and/or negotiation of portions of the Project prior to completion of the Construction Documents Phase.

- 6.01 Addenda** prepare addenda to the Construction Documents as may be required during bidding or negotiation and including supplementary drawings, specifications, instructions and notices of changes in the bidding schedule and procedures
- 6.02 Disciplines Coordination/Document Checking:**
- .01 Completely coordinate between the Design Professional's work and the work of Design Professional's consultants and other involved disciplines in the Project

- .02 Review and check documents prepared for the Project

**6.03 Bidding Materials** organize and handle distribution of bidding documents.

**6.04 Bidding/Negotiation**

- .01 Assist District in establishing a list of bidders or proposers
- .02 Participate in prebid conferences and job walks
- .03 Provide responses to questions from bidders and clarifications or interpretations of the bidding documents by issuing addenda
- .04 Attend bid openings if requested
- .05 Evaluate, document, and distribute bidding results
- .06 Recommend award of contract(s)
- .07 Participate in negotiations prior to or following decisions on award of the contract(s) for construction

**6.05 Analysis of Alternates/Substitutions** participate in consideration, analyses, comparisons and recommendations relative to alternates or substitutions proposed by bidders or proposers either prior or subsequent to receipt of bids or proposals

## **PHASE 7: CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

In the Construction Contract Administration Phase, the Design Professional shall administer the construction contract as set forth in the general conditions of the contract for construction as provided for herein.

**7.01 Documentation** prepare supplementary drawings, specifications, instructions and notices of changes in the construction documents and the work of the Project

**7.02 Disciplines Coordination/Document Checking**

- .01 Completely coordinate between the Design Professional's work and the work of Design Professional's consultants and other involved disciplines in the Project
- .02 Review and check documents prepared for the Project

**7.03 Agency Consulting/Review/Approval**

- .01 Appear on the District's behalf at agency meetings.

**7.04 Office Construction Administration**

- .01 Process contractor submittals, including receipt, review of and taking appropriate action on shop drawings, product data, samples and other submittals required by the construction documents
- .02 Distribute submittals to the District, contractor and the Design Professional's field representative as required

**7.05 Construction Observation, Meetings and Punch Inspection** Attend regularly scheduled Project Progress Meetings and visit the site at regular intervals as appropriate



to the state of construction to become familiar with the progress and quality of the work of the contractor and to determine in general if the work is proceeding in accordance with the construction documents, and prepare related reports and communications

**7.06 Inspection Coordination** services relating to District and/or independent inspection and testing agencies consisting of:

- .01 Recommend scope, standards, procedures and frequency of testing and inspections
- .02 Evaluate compliance by testing and inspection agencies with required scope, standards, procedures and frequency
- .03 Review reports on inspections and tests and notify the District of observed acceptances and deficiencies in the work

**7.07 Quotation Requests/Change Orders**

- .01 Prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified
- .02 Review proposals from contractor(s) for reasonableness of quantities and costs of labor and materials
- .03 Review and recommend changes in time for substantial completion

**7.08 Project Closeout** upon notice from the contractor(s) that the work, or a designated portion thereof, is sufficiently complete, in accordance with the construction documents, to permit occupancy or utilization for the use for which it is intended, perform the following:

- .01 A detailed observation with the District's representatives for conformity of the work to the construction documents to verify the list submitted by the contractor(s) of items to be completed or corrected
- .02 Determination of the amounts of payment to be withheld until final completion
- .03 Issuance of certificate(s) of substantial completion
- .04 Observation and verification upon notice by the contractor(s) that the work is ready for final inspection and acceptance
- .05 Notification to the District and the contractor(s) of deficiencies found, if any, in follow-up inspection(s) of the work
- .06 Final observation and verification with the District's representatives to verify final completion of the work
- .07 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the District against liens
- .08 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)
- .09 Issuance of final certificate(s) for payment
- .10 Obtain from Contractor(s) and review operations and maintenance manual(s) for the District's use.

**7.09 DSA CLOSE OUT**

- .01 Provide DSA close out as required by DSA. Close out to be completed within 60 days of substantial completion.

**7.10 Record Drawings**

- .01 Make arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial construction documents and on the location of concealed systems as installed during construction
- .02 Monthly and at Project completion, review for the general accuracy of information submitted and certified to by the Contractor(s)
- .03 Provide a complete set of drawings, specifications and other documents as appropriate and as requested by the District and CADD (Computer Aided Design Drafting) or BIM (Building Information Modelling) Electronic Deliverables

**7.11 Warranty Review**

- .01 Review construction contractor(s) warranties for compliance with construction contract
- .02 Obtain construction contract compliant warranties from construction contractor(s)

**7.12 Postconstruction Evaluation** conduct a Project inspection at least one year after the completion of construction; review with appropriate supervisory, operating and maintenance personnel; and analysis of operating costs and related data for the evaluation of:

- .01 The initial Project programming versus actual facility use
- .02 The functional effectiveness of planned spaces and relationships
- .03 The operational effectiveness of systems and materials installed
- .04 Efficiency of the design and construction delivery processes used

**PHASE 8: ADDITIONAL SERVICES**

Design Professional shall provide additional services designated Additional Services. These non-sequential services may be provided during a single Phase of services or during several Phases.

**8.01 Special Studies** services consisting of investigation, research and analysis of the District's special requirements for the Project and documentation of findings, conclusions and recommendations for:

- .01 Master planning to provide design services relative for future facilities, systems and equipment which are not intended to be constructed as part of the Project during the Construction Phase

**8.02 Not Used****8.03 Model Construction** services consisting of preparation of:

- .01 Small scale block model(s) showing relationship of structure(s) to site

- .02 Moderate scale block model(s) of structure(s) designed for the Project
- .03 Moderate scale detailed model(s) of structure(s) designed for the Project showing both interior and exterior design
- .04 Large scale models of designated interior or exterior components of the Project

**8.04 Graphics Design** services for project site signage during construction consisting of:

- .01 Design of interior and exterior signs and identifying symbols
- .02 Design of special logos or graphics for the Project
- .03 Documentation of requirements for procurement of graphics work
- .04 Managing procurement of graphics work
- .05 Coordination of delivery and installation

**8.05 Fine Arts and Crafts Services** relating to acquisition of fine arts or crafts to be a part of the Project and consisting of:

- .01 Consultations on selection, commissioning and/or execution
- .02 Design integration
- .03 Managing procurement
- .04 Purchasing fine arts or crafts on the District's behalf.

**8.06 Special Furnishings Design** services relating to Architect-designed special furnishings and equipment incorporated into or provided for the Project and consisting of:

- .01 Design and documentation
- .02 Specifications or standards
- .03 Management of procurement
- .04 Coordination of installation
- .05 Purchase on the District's behalf.

**8.07 Non-Building Equipment Selection** services relating to equipment and furnishings not incorporated into the construction of the Project and consisting of:

- .01 Establishment of needs and criteria
- .02 Preparation of requirements, Specifications and bidding or purchasing procedures
- .03 Management of procurement
- .04 Coordination of delivery and installation
- .05 Purchase of non-building equipment on the District's behalf.

**8.08 Project Promotion/Public Relations** services relating to presentation of the Project to the public or identified groups and consisting of:

- .01 Preparation of press releases
- .02 Preparation of special brochures and/or promotional pieces
- .03 Assistance in production and distribution of promotional materials
- .04 Presentations at public relations and/or promotional meetings

**8.09 Leasing Brochures** services relating to preparation of special material to assist the

District in leasing the Project and consisting of:

- .01 Design
- .02 Preparation of illustrations and text
- .03 Arranging for and managing production

**8.10 Expert Witness** services consisting of preparing to serve and/or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding

**8.11 Computer Applications** services consisting of computer program development and/or computer program search and acquisition, plus on-line computer time charges, for:

- .01 Programming
- .02 Economic Feasibility
- .03 Financial analysis
- .04 Site analysis
- .05 Construction cost estimating
- .06 Detailed Project Scheduling
- .07 Market analysis
- .08 Architectural analysis and design
- .09 Structural analysis and design
- .10 Mechanical analysis and design
- .11 Electrical analysis and design
- .12 Production of Drawings
- .13 Construction cost accounting

**8.12 Building Commissioning** is an additional service other than observation of Group 1 equipment start up and testing which is part of the base fee

**8.13 Mock-Up** services relating to the construction of full size or half size details of components of the Project for study and testing during the design phase and consisting of:

- .01 Design and documentation for the required mock-up(s)
- .02 Management and coordination of pricing and contracting for mock-up services
- .03 Construction administration of mock-up construction activities
- .04 Arrangements for testing and monitoring performance of mock-up(s)
- .05 Administration of testing and monitoring services
- .06 Review, analysis and reporting of results of testing and monitoring services

**8.14 Motion Pictures and Videotape** services relating to preparation of promotional or explanatory presentations of the Project during the design and/or construction phases

**8.15 Coordination with Non-Design Professionals** services consisting of consultation and coordination with non-design professionals such as economists, sociologists, attorneys and accountants, for:

- .01 Preparation of economic studies
- .02 Condominium documentation

.03 Sociological impact studies

**8.16 Artist Support** services consisting of:

- .01 Collaboration with and architectural and engineering design support of the Artist(s) selected by the District
- .02 Incorporation, coordination and implementation of Artwork into the design of the Project

**8.17 Publication of Information** services consisting of:

- .01 Informational summary document

**EXHIBIT A1  
SCHEDULE OF WORK**

**SCOPE OF SERVICES INCLUDED IN THIS CONTRACT TO BE ADDED UPON AWARD**

SAMPLE

**EXHIBIT B  
SCHEDULE OF WORK**

**TO BE ADDED UPON AWARD**

SAMPLE

**EXHIBIT C  
HOURLY RATE SCHEDULE  
FOR ADDITIONAL SERVICES**

**TO BE ADDED UPON AWARD**

SAMPLE



**EXHIBIT D  
REIMBURSABLE SCHEDULE**

**TO BE ADDED UPON AWARD**

SAMPLE

**EXHIBIT E  
SUB-CONSULTANT SCHEDULE**

**TO BE ADDED UPON AWARD**

SAMPLE

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**EXHIBIT F  
LIST OF DELIVERABLES**

**TO BE ADDED UPON AWARD**

SAMPLE