

Fiscal Services
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**PROJECT: RFP #16-0909: Indian Valley Campus (IVC) – Outdoor Aquatic Facility
Design Services**

ADDENDUM #1

Marin Community College District

September 16, 2016

REVISIONS/CLARIFICATIONS

1. The original RFP Attachment B's (Agreement) Appendix A contained only the Table of Contents. Please find the entire Attachment B - Appendix A attached herewith.

BID QUESTIONS

BQ #1 How will the existing aquatic center be used once the new center is built?

Answer: The Master Plan for the IVC campus has not been approved by the District's Board of Trustees. The decommissioning of the existing pool and repurposing of the locker rooms will be a separate project to be determined at a later date.

END OF ADDENDUM #1

APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

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APPENDIX A

SERVICES TO BE PROVIDED BY ARCHITECT

This is an Appendix attached to, and made a part of and incorporated by reference with the Agreement dated _____, between the Marin Community College District (the “**District**”), and _____, a **California** _____. (“Architect”) providing for professional services.

1. Project(s) under this Agreement

1.1 General

Indian Valley Campus Outdoor Aquatic Facility

Project No. (XXXXXX):

\$ 9,000,000 Budgeted Construction Cost and Soft Costs

1.2 Description of Project

New outdoor aquatic facility sited at the area of existing tennis courts at the Indian Valley in Novato, CA. The project scope will consist of the demolition of existing tennis courts and associated items on the project site, including but not limited to retaining walls, fencing, auxiliary buildings and grading associated with site preparation for the new outdoor aquatic facility. Heritage trees are to be preserved and full ADA compliance shall be created in site work of the project area.

The project will consist of two (2) pools, one for diving activities and one Olympic-sized pool for competition swimming meets. A third warm-up lap pool may also be desired. The pools will require functional and viewing decks, areas for bleachers, locker rooms, office space, auxiliary spaces such as custodial closets and data distribution closets, and rooms for mechanical/ electrical/ maintenance equipment and chemical storage as well as appropriate vehicular access for chemical and equipment deliveries. Special attention shall be paid to the long-term maintainability of the facility in selection of materials and equipment as well as arrangement of space for ease in cleaning, gaining access to equipment and other maintenance functions.

The minimum sustainable design goal is USGBC, LEED – Silver Certification, though the District aspires to a higher rating and wishes to incorporate items such as convenient/well-placed recycling stations, photovoltaics, pool covers, LED lighting and co-generation equipment if feasible. The project should incorporate elements of the District’s Zero Waste Initiative (Appendix F) to encourage Consultants’ and Contractors’ diversion of waste to landfills during design and construction as well as a design that promotes on-going waste diversion. The project shall be designed to connect to the District’s existing energy management system and in accordance with District standards.

The project should utilize the existing geothermal system as is practical. The District will conduct an assessment early in the programming confirmation/schematic design phase to determine the feasibility of connecting to the existing geothermal field.

The project may include scope that is similar as adjusted and approved by the District. The project will be designed to accommodate a single construction contract.

1.3 Construction Budget(s)

The agreed upon “**Budgeted Construction Cost,**” above, means the anticipated value of the construction contract for the Project, as estimated after completion of the Programming Phase.

Architect shall treat the Budgeted Construction Cost so identified as the District's required construction cost for the Project. In performing its Services under this Agreement, Architect shall not rely upon or refer to District's contingency budgets either for design, construction, or any items within those contingency budgets, nor shall any such contingency budgets be referred to in determining performance under this Agreement.

The Budgeted Construction Cost does not include costs associated with temporary housing, if any.

1.4 Criteria Governing Architect's Services on Program and Each Project

- 1.3.1 Each Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards, consistent with the standard of care of an architect experienced in California schools design, and shall meet the criteria set forth below.
- 1.3.2 Architect shall not, unless otherwise permitted in writing by District Representative/District Representative/Program Manager propose or recommend any design which has the effect of shifting design responsibilities from Architect to a contractor, through performance specifications or any other means. Performance specifications will be allowed only when necessary to preclude single vendor sources.
- 1.3.3 Architect shall not, unless otherwise directed or permitted in writing by District Representative/Program Manager and the District, specify unique, innovative, proprietary or sole source equipment, systems or materials. Whenever a proprietary or sole source design or equipment is requested by Architect, Architect shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such report in making its decision. If requested by District, as Basic Services, Architect shall comment on any District-proposed unique, innovative, proprietary or sole source equipment, systems or materials.
- 1.3.4 Architect's design shall provide to the extent possible, that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. Architect shall allow representatives of the District's operation and maintenance departments to review, comment, and participate in meetings regarding Architect's design as necessary to consider their requirements in design development, provided, however, that Architect shall exercise its professional judgment respecting all ultimate design decisions.
- 1.3.5 Architect must coordinate with other Architects on the Program, as directed by District Representative/Program Manager, to specify designs, equipment and systems on a Program-wide basis to secure Program-wide efficiencies and economies in procurement and maintenance. Architect shall not have responsibility for the technical adequacy or accuracy of Architects separately engaged by District.

2. **Basic Services**

2.1 Scope

Basic Services shall include all the services and activities specified below and herein in Programming Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, Construction Phase, and Operation/Project Close-Out Phase.

2.2 General Description and Requirements

- 2.2.1 Performance of services will require Architect to work with, meet with, and attend meetings with District staff, Inspectors, District Representative/Program Manager staff, Commissioning Agent, Sustainability Consultant, Hazardous Materials Consultant, Testing Agencies, other Governmental Agencies, Contractors, and with such other Architects as Architect determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Architect's duties under this Agreement (including, but not limited to, Architect's coordination with Subconsultants or other District Architects).
- 2.2.2 Services performed by Architect shall conform to the requirements of the laws of the State of California applicable to schools construction, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. As referenced in those codes, "**Responsible Charge**" for the work shall be with a Registered Architect/Engineer currently licensed in the State of California.
- 2.2.3 Plans, specifications, design calculations, Site data, and cost estimates, if any, required to be prepared by Architect shall be prepared by licensed personnel or personnel under the direction of licensed personnel, as required by the California Education Code and Code of Regulations, and such personnel shall also be in charge and responsible for observation of the construction, as required by those codes.
- 2.2.4 Architect shall provide to District all professional engineering services necessary to perform the Services in all phases of the Program and each Project to which this Agreement applies. Services will include, but are not limited to, providing all professional engineering services necessary to perform the Services and complete each Project to which this Agreement applies, including but not limited to, all engineering services and all acoustical, civil, electrical, fire protection, mechanical, and structural engineering, landscape, and cost estimating services required to perform the Services on the Program and each Project to which this Agreement applies.
- 2.2.5 Architect shall have adequate personnel, facilities, equipment and supplies to complete Architect's Services in accordance with the Milestone Schedule in Appendix C.
- 2.2.6 Architect shall engage all appropriate specialty Subconsultants as are necessary for proper completion of the Services, at the sole expense of Architect. Architect's contracts with Subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with Subconsultants' scope of work. Architect shall notify the District and allow sufficient time for the District to consider and approve the specialty Subconsultants. District shall have the right (but not the obligation) to approve specialty Subconsultants engaged by Architect as well as their form of contract, which approval shall not be unreasonably withheld. The District shall engage a LEED consultant for the project for required LEED documentation and project coordination beyond the scope required by the contract in paragraph 2.2.14 below; alternately the District may engage the Architect to provide these additional services.
- 2.2.7 Architect shall require each of its Subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.8 To the extent necessary to complete its design services for the Project, Architect shall review, all as-built information supplied by District concerning existing structures, facilities and utilities. If such review requires verifying and updating and requires extra

cost not foreseeable upon signing this Agreement, then the District shall pay Architect such actual costs.

- 2.2.9 Architect shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Architect, at no additional cost to District. Architect shall make or cause to be made any and all corrections to said documents necessary to comply with the requirements of the California Code of Regulations applicable to schools.
- 2.2.10 Throughout Architect's performance of the Services, Architect shall make written recommendations to District and District Representative/Program Manager concerning any additional information necessary to complete the Services.
- 2.2.11 Architect shall provide District and District Representative/Program Manager with written evaluations on an ongoing basis of the effect of or the change in any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation into the Project.
- 2.2.12 Architect shall provide District and District Representative/Program Manager with a copy of all written communications and submittals to third parties regarding this Project.
- 2.2.13 On all Projects, Architect shall prepare all energy saving calculations and deliverables necessary for District to submit to PG&E, for energy savings rebates and unconventional energy rebates and any additional information required. Architect shall then verify that construction is in compliance with such rebate requirements and report to the District any problems encountered or anticipated.
- 2.2.14 Architect shall work within the standards and guidelines developed by the District Architect to support the Board's resolution on Environmental Stewardship. Documentation as required for LEED certification will be the responsibility and a part of the scope of work of the Architect working under this agreement and in accordance with the District's resolution No. 2004-7-12b Environmental Stewardship, any Board directives, and sustainable facilities construction, operating and implementation practices.
- 2.2.15 The Architect shall exercise sound judgment in applying both green building and commissioning procedures on a project specific basis.
- 2.2.16 Architect shall conduct at least monthly design coordination meetings with all Subconsultants employed to provide services under this contract, and shall be required to attend Program-wide design coordination meetings between consultants on different Projects as necessary to support the overall Program coordination efforts of the District Representative/Program Manager. These meetings are in addition to the meetings required in this Professional Services Agreement, Appendix A, including, but not limited to, paragraphs 1.3.4, 2.2.1, 2.4.2.2, 2.4.4.1, 4.6.2, 4.10, 5.9, and 8.11.4 and any Board presentation.

2.3 Coordination of Engineering Consultants and Architects

- 2.3.1 Architect shall be solely responsible to coordinate all engineering disciplines and Subconsultants involved in completing the Services. Architect's Subconsultants shall fully coordinate with Architect and all engineering disciplines and Subconsultants involved in completing the Services. The objective of this coordination shall be the development of a complete, comprehensive and workable design in which the work of Architect and each Subconsultant interfaces well and is properly coordinated, sound and well-engineered, with details that work together with regard to all affected disciplines. In

performing under this Agreement, Architect and its Subconsultants shall adhere to District standards and guidelines and any Board directives.

- 2.3.2 Architect shall coordinate its work on the Project with District personnel and work of other architects on other projects in the Program (including District Representative/Program Manager), and Commissioning Agent as directed by District Representative/Program Manager, as necessary to achieve desired Program-wide efficiencies in procurement and maintenance.
- 2.3.3 Architect shall coordinate its work on the Project with work of the District's separately maintained hazardous material consultants. Such coordination shall not impose on Architect responsibility for the work of the hazardous materials consultants. However, Architect shall consider the work of the hazardous materials consultants in developing work phasing recommendations, overall cost estimates, and design and product specifications, where applicable.

2.4 Coordination with Master Schedule Scheduling and District Operations

- 2.4.1 Architect shall complete or cause to be completed all services required under this Agreement in accordance with the approved Milestone Schedule in Appendix C.
- 2.4.2 For each phase of the Services under this Agreement, Architect shall prepare and submit for District's acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Architect's progress.
 - 2.4.2.1 The task list submitted shall be coordinated with the Milestone Schedule and identifiable by Bid Set. The task list for each phase of the Services under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Services under this Agreement.
 - 2.4.2.2 The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Architect's anticipated specific requirements for information, decisions or documents from District necessary for Architect's performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project
- 2.4.3 For the Project, Architect shall prepare, submit for District's acceptance, and maintain a design schedule detailing Architect's scheduled performance of the Services. The schedule shall fit within and coordinate with the overall Milestone Schedule, including any and all design interfaces referenced.
 - 2.4.3.1 Architect shall submit a preliminary schedule within two weeks (Ten working days) days of commencement of the Programming Phase (covering in summary fashion all Services of each phase of the Project and providing a detailed schedule for the tasks (and subtasks) of the Schematic Design Phase).
 - 2.4.3.2 For each succeeding phase of Services, Architect shall supplement this schedule with a detailed schedule covering by task (and subtask) Architect's work during the succeeding phase of Services. (The required schedule supplement shall be submitted as part of Architect's deliverables at the conclusion of the current phase of Services.)

- 2.4.4 Architect's schedule shall be updated monthly, and shall meet the following requirements:
- 2.4.4.1 Architect's schedule shall outline dates and time periods for the delivery of Architect's services, requirements for information from District for the performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.
 - 2.4.4.2 The schedule shall include appropriate District and third party design review durations for each Bid Set (design and construction documents ready to publish for bidding) (in minimum durations of one week for Schematic Phase, Design Development Phase, and 50% Construction Document phase, and two weeks for 100% Construction Documents phase.)
 - 2.4.4.3 The schedule shall be in a computer software format compatible with District's existing computer software format.
- 2.4.5 Architect shall adjust and cause its Subconsultant to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.
- 2.4.6 Revisions to Architect's schedules shall be prepared and submitted when requested by District, but no more frequently than once a month. District's acceptance of Architect's schedule will not create any duty of care or impose on District any responsibility for the sequence, schedule or progress of Services nor will it interfere with or relieve Architect from Architect's full responsibility thereof.
- 2.5 Deliverables Required Under This Agreement - Generally:
Each deliverable shall be reviewed with representatives of District. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the fee for Basic Services.
- 2.6 Deliverables Required Under This Agreement - By Phase:
Required Deliverables are listed in Appendix D.
- 2.7 Monthly Progress Report:
Architect shall provide District with a Monthly Progress Report, in writing, reporting on Architect's progress and any problems in performing the Services of which Architect becomes aware. The Monthly Progress Report shall include, but is not limited to:
- 2.7.1 A narrative of the work performed (including a list of any contract deliverables) and identification of areas of concern, actions and approvals needed.
 - 2.7.2 A schedule assessment and proposed ways to work around any problems that arise.
 - 2.7.3 Monthly schedule status reports clearly identifying actual performance with respect to the current approved version of the schedule.
 - 2.7.4 The original summary schedule as updated to reflect current progress, updates and revisions, submitted in a computer software format compatible with District's existing computer software format.

- 2.8 Compliance with Laws:
 Architect shall comply with the necessary professional standard of care applicable to an Architect experienced in schools design regarding complying with all requirements of all applicable laws as if set forth in this Agreement, including without limitation California Code of Regulations Title 24 (Public Works), Division 1 (Department of General Services), Chapter 1 (Division of the State Architect (“**DSA**”)) (“**Title 24**”). Architect shall perform all duties which Title 24 imposes on school project engineers, including those summarized generally in Section 41 of Title 24, all of which include, but are not limited to, the following:
- 2.8.1 Prepare all project designs to meet and exceed building standards set forth in Part 2, Title 24 of the California Code of Regulations, which are minimum standards applicable to school construction; coordinate submission and approval of same to DSA and the State Chancellor’s Office and any other public authority with jurisdiction.
 - 2.8.2 Coordinate and cooperate fully with DSA and the State Chancellor’s Office and any other authority with jurisdiction, to secure timely review and approval of Architect’s work, including but not limited to:
 - 2.8.2.1 Determining the estimated time from submission to DSA and State Chancellor’s Office of plans and specifications to approval of same, including “bin time” for initial review of plans and specifications, and incorporating same into Project schedule;
 - 2.8.2.2 Securing from DSA change order pre-approvals, where appropriate to minimize Project delays caused by delays in review and approval of change orders;
 - 2.8.2.3 Securing early review and approval by DSA of deferred approval items (for example, elevators, skylights etc.), including advising District of the need to require immediate submission after construction contract award of all necessary submittals for such items, including specifications to this effect in final design documents, and review of proposed contract documents to assure presence of necessary enforcement provisions.
 - 2.8.2.4 Determine and advise District on four weeks advance notice all necessary DSA fees, so as to avoid any delay.
 - 2.8.2.5 Participate in any collaborative review process initiated by DSA.
 - 2.8.3 Coordinate and cooperate fully with the DSA in its required observation of construction.
 - 2.8.4 [Not Used.]
 - 2.8.5 Issue Verified Reports on the form and frequency required by Title 24, showing of Architect’s personal knowledge, the work is in every material respect in conformance with the approved plans and specifications. Require that the Project Inspector’s, the Contractor’s, and the other Architects’ and engineers’ Verified Reports are submitted as required by Title 24.
 - 2.8.6 Advise on:
 - 2.8.6.1 Selection of Project Inspector and testing laboratories;
 - 2.8.6.2 Preparing addenda and architects supplemental instructions/bulletins as required by conditions on the Project.

- 2.8.7 Performing general observation of the work of construction, interpreting the approved drawings and specifications.
 - 2.8.8 Receive and act upon all technical correspondence from the State to the Architect or registered engineer in general responsible charge of the Project.
 - 2.8.9 Perform those responsibilities imposed upon it under Title 24 including, but not limited to, observation and personal contact with the Project, Subconsultants, submitting information to DSA, and general direction of the work of the Project Inspector (as contemplated by Title 24).
 - 2.8.10 Architect shall establish the extent of the testing of materials consistent with the needs of the Project, shall issue specific instructions to the testing agency prior to the start of construction, and shall notify DSA as to the disposition of materials noted on laboratory reports as not conforming to the approved specifications.
 - 2.8.11 District will engage Project Inspector(s) as required by the California Education Code and Title 24, which Project Inspectors shall have been approved by Architect and submitted by Architect to DSA, as required by those codes. Said Project Inspectors shall be under the direction of Architect, as required by the California Code of Regulations.
- 2.9 State Communications:
Assist with and coordinate all communications with State Chancellor's Office, secure necessary approvals from Division of the State Architect, and assist with and coordinate any necessary approvals from other authorities having jurisdiction.
- 2.10 Architect's Scope of Services:
Architect's scope of work on each Project shall include the following work items, if required:
- 2.10.1 Diagram of Building Areas (SP 1-A) (if required)
 - 2.10.2 Americans with Disabilities Act ("ADA") compliance report.

3. Programming Phase

- 3.1 Period of Service:
The services called for in the Programming verification/validation Phase will be completed and the required deliverables submitted within the stipulated periods of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Programming Phase will be given at such time as District may direct.
- 3.2 Detailed Requirements:
Consult with District to establish and document the following detailed requirements for the Project:
- 3.2.1 Design objectives, limitations and criteria, functions, priorities;
 - 3.2.2 Development of initial approximate gross facility areas and space requirement;
 - 3.2.3 Space relation, requirements and restraints (including comparing requested space requirements to similar projects and space standards, diagramming space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods);
 - 3.2.4 Number of functional responsibilities and personnel;
 - 3.2.5 Flexibility and expandability;
 - 3.2.6 Environmental and sustainability goals;

- 3.2.7 Energy efficiency goals (including siting, landscaping, façade, fenestration, envelope and roof features that impact energy use;
- 3.2.8 Indoor environmental quality requirements;
- 3.2.9 Special equipment and systems;
- 3.2.10 Site requirements and existing conditions, and utilities services;
- 3.2.11 [Not Used.];
- 3.2.12 Operating procedure;
- 3.2.13 Zoning and other applicable regulations;
- 3.2.14 Expandability;
- 3.2.15 Access, parking;
- 3.2.16 Construction feasibility and phasing;
- 3.2.17 Security criteria;
- 3.2.18 Communications relationships;
- 3.2.19 Project schedule

3.3 Space Schematics/Flow Diagrams:

Prepare diagrammatic studies and pertinent descriptive text for:

- 3.3.1 Conversion of programmed requirements to net area requirements;
- 3.3.2 Internal functions;
- 3.3.3 Human, vehicular and material flow patterns;
- 3.3.4 General space allocations;
- 3.3.5 Analysis of operating functions;
- 3.3.6 Adjacency;
- 3.3.7 Special facilities and equipment;
- 3.3.8 Flexibility and expandability.

3.4 Existing Facility Surveys:

Architect shall research, assemble, review and supplement information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:

- 3.4.1 Field measurements;
- 3.4.2 Review of existing design data;
- 3.4.3 Analysis of existing structural capabilities;
- 3.4.4 Analysis of existing mechanical capabilities;
- 3.4.5 Analysis of existing electrical capabilities;
- 3.4.6 Review of existing drawings for inaccuracies, updating where necessary and the development of required measured drawings.

3.5 Preliminary Estimate of Budgeted Construction Cost:

Based upon the Programming Phase services performed, Architect will prepare initial budget estimates by applying unit costs and other standard cost data to space and facilities requirements. Consider all foreseeable construction, utilities connections, off-Site improvements, permits, fees, furniture, and movable and installed equipment. Report to District regarding continued accuracy of initial budget estimates contained in District's Implementation Plan and, as part of that report, reconcile the Estimate of Budgeted Construction Cost with the District budget for the Project.

4. Schematic Design Phase

4.1 Period of Service:

The services called for in the Schematic Design Phase will be completed and the required deliverables submitted within the stipulated period of time indicated in Appendix C, "Milestone Schedule". Written authorization to proceed with the Schematic Design Phase will be given at such time as District may direct.

4.2 Consultation with District

- 4.2.1 Consult with District to clarify and define the requirements for the Services and review available data.
- 4.2.2 Review District's conceptual program for scope, coordination requirements, criteria, budget and constructability.
- 4.2.3 Identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

4.3 Site Visit and Investigations

- 4.3.1 Investigate existing conditions through Site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials Architect has observed. (This paragraph does not impose on Architect any duty to locate hazardous materials.)
- 4.3.2 Advise District Representative/Program Manager as to the necessity of obtaining additional information related to the Site, necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data logs of borings, etc.
- 4.3.3 Review information generated under Paragraph 2.2.8, 4.4 and information secured pursuant to Paragraph 5.3.2 and advise District Representative/Program Manager whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or otherwise, before Architect can proceed with design.

4.4 Recommendations on Required Additional Information

- 4.4.1 Advise District as to the necessity of District's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.
- 4.4.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.
- 4.4.3 Additional information required by Architect under Paragraph 4.4.2 shall be secured by Architect as directed in writing by District Representative/Program Manager and compensated as Additional Services pursuant to Section 12.

4.5 First Update of Preliminary Estimates of Budgeted Construction Cost

- 4.5.1 Update preliminary estimates of Budgeted Construction Costs and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimate and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget

- 4.5.2 Develop alternative conceptual plans and provide a general economic analysis of District's program requirements applicable to various design alternatives, including but not limited to, structural, mechanical and electrical systems. Include analyses of District's program requirements. The goal will be to provide a design that costs 90% of the District budget for the Project.

4.6 Schematic Layouts, Sketches and Conceptual Design Criteria

- 4.6.1 Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

- 4.6.2 Reports and exhibits shall incorporate District's program requirements and shall include structural concepts, Site utilization plans, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project. Schematic reports shall be developed until an acceptable design concept has been approved by District. Architects shall participate in periodic progress meetings with representatives of District and shall coordinate with District Representative/Program Manager formal design presentations at times indicated on the Project schedule. Architect will provide illustrative materials such as; 3D drawings / studies and presentation materials in order to convey design intent to a non-technical audience.

- 4.6.3 Prepare and submit to District for approval:

- 4.6.3.1 Outline specifications including engineering, structural, mechanical, electrical, and instrumentation systems and materials proposed;

- 4.6.3.2 Floor plans and elevations at a scale acceptable to District as necessary to convey the engineering design, and tabulation of both gross and assignable floor areas including a comparison to the initial program area requirements; prepare mounted presentations and rendered perspectives.

- 4.6.4 Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Architect's findings and recommendations.

- 4.6.5 Architect shall provide a narrative report by each design discipline describing their proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, electronics and security systems, types of equipment, materials, finishes, Site development and landscaping. The rationale shall include initial costs, lifecycle costs, life expectancy and maintenance considerations.

4.7 [Not Used.]

4.8 Sustainability Workshop

- 4.8.1 Participate with District Representative/Program Manager and any other Architects designated by District Representative/Program Manager in the conduct of an approximate, not to exceed eight hour Sustainability Workshop.

- 4.8.2 Review with user group and District Representative/Program Manager achievable sustainable design measures using LEED checklist, acknowledging the Board's Resolution on Environmental Stewardship and Board directives, and providing consultant input as necessary.

- 4.8.3 Identify initial project LEED goal (certified level is minimum for Existing Building) and suggested project alternates for additional sustainable features for the project.
- 4.8.4 Identify initial project LEED goal (certified level is minimum for New Buildings) and suggested project alternates for additional sustainable features for the project.
- 4.8.5 Provide technical criteria, written descriptions and design data in order for Architect to register and file for the LEED certification on behalf of the District and for applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.
- 4.9 Design Schedule Report:
Report on the anticipated schedule for Project design, including a detailed schedule of progression and submittals of drawings and specifications in the subsequent phases, verifying Architect's ability to conform to the Contract schedule.
- 4.10 Attend Required Meetings:
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 4.11 Board Approval:
Be prepared to present footprint, floor plans, elevations, and other information as appropriate, to District Board of Trustees. Presentation content previewed by and coordinated with District Representative/Program Manager and the Director of Modernization.

5. Design Development Phase

- 5.1 Period of Service
 - 5.1.1 After acceptance by District of the required deliverables in the Schematic Design Phase, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Design Development Phase.
 - 5.1.2 Architect shall submit the deliverables required by the Design Development Phase, within the stipulated period indicated in Appendix C, "Milestone Schedule".
 - 5.1.3 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.
- 5.2 General Scope of Project and Final Design Criteria:
After consultation with District and on the basis of the accepted schematic, study and report documents, determine the general scope, extent and character of the Project and establish final design criteria. Participate in periodic progress meeting with District's personnel and Subconsultants.
- 5.3 Design Development Documents:
Prepare Design Development Documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project, together with 3D studies and presentation materials if required. These Design Development documents shall comply with the District goals, principles, guidelines, and standards as directed by the Board and shall include, but are not limited to:

- 5.3.1 Site plans, engineering, structural, mechanical and electrical floor plans, elevations; cross sections and other mutually agreed upon drawings deemed necessary to describe the developed design; single line electrical and mechanical drawings, and structural drawings with preliminary sizing of major structural elements; and
 - 5.3.2 Outline specifications for each specification, section, with Part 2 of each section completed, describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, mechanical and electrical systems; and
 - 5.3.3 Basis of Design (BOD) report is required for all building systems (i.e. foundations, structural, mechanical, electrical, plumbing, information technology, security, fire and life safety, etc.) to be commissioned, including design assumptions (space use, redundancy, diversity, climatic design conditions, space zoning, occupancy, operations, and space environmental requirements), standards (applicable codes, guidelines, regulations, and other references that are being followed), and narrative descriptions including performance criteria for the mechanical, plumbing, lighting, power and other systems.
 - 5.3.4 If appropriate, a tabulation of both gross and assignable floor areas in a comparison to the approved schematic program area requirements and to the initial program area requirements.
 - 5.3.5 If appropriate, Architect shall provide to District Representative/Program Manager for District's approval a color and materials board, samples of textures and finishes of all materials proposed in the Services.
 - 5.3.6 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist District in consultations with appropriate authorities.
 - 5.3.7 District may conduct a peer review of the Design Development Phase documents, including submittal of a list of revisions required to complete the documents.
- 5.4 Design Development Phase Drawings:
Provide drawings that indicate the scope of work included in the bid package with sufficient detail to enable preparation and review of an accurate cost estimate, including but not limited to, the following descriptions of minimum requirements for a design development submittal, which shall be augmented as necessary to show design intent and to prepare an accurate estimate of construction cost.
- 5.4.1 Architectural Drawings
 - 5.4.1.1 Floor plans which clearly show:
 - a. Finish schedule
 - b. Principal dimensions
 - c. Wall types clearly identified
 - d. Security zones and perimeters
 - e. Room and door numbers, and a numbering plan for the entire facility
 - f. Sufficient sections and details to enable a reasonable material takeoff
 - g. Contractor-furnished and Owner-furnished equipment list incorporated in layout

- 5.4.1.2 Roof plans which clearly show:
- a. Slopes
 - b. Type of roofing
 - c. Roof access and pathways
 - d. Location of any mechanical equipment
 - e. Sufficient information to determine primary and secondary means of drainage

- 5.4.1.3 Reflected ceiling plans which clearly show:
- a. Ceiling material
 - b. Access hatches
 - c. Room numbers
 - d. Partitions coordinated with the floor plans
 - e. Mechanical and electrical features coordinated with mechanical and electrical equipment and system drawings to verify the specified ceiling heights could be achieved during construction.

- 5.4.1.4 Elevations which clearly show:
- a. Types of surface materials
 - b. Dimensions from finish floor to tops of walls, eaves and roof lines
 - c. All openings without dimensions but coordinated with door and window schedules

- 5.4.1.5 Sections which clearly show:
- a. Any security considerations
 - b. Firewall conditions at tops of walls
 - c. All essential building parts and materials
 - d. Arrangement of mechanical, electrical equipment and services in congested areas of equipment rooms, corridor ceilings etc.

5.4.1.6 All door, window, glazing and hardware schedules complete with sufficient detail to show the agreed-upon form and style

5.4.1.7 All items intended to be permanently affixed to the building.

5.4.2 Structural Drawings

- 5.4.2.1 Floor and foundations plans which clearly show:
- a. Principal dimensions
 - b. All columns, shear walls, shafts and stairs
 - c. Coordination of structure with architectural floor plans
 - d. Sections cut and details to identify the proposed type of foundations
 - e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.2 Roof plans which clearly show:

- a. Principal dimensions
- b. All major framing members
- c. Sufficient sections and details to show design intent
- d. Coordination with architectural, mechanical and electrical floor plans
- e. Sufficient section and detail bubbles to show where sections and details can be found

5.4.2.3 Sections and details which clearly show:

- a. Design intent
- b. All important connections
- c. Coordination with other structural plans
- d. Logical placement to allow easy location of sections and details

5.4.3 Mechanical and Plumbing Drawings

5.4.3.1 Mechanical and Plumbing plans which clearly show:

- a. Room numbers
- b. Locations of all major pieces of equipment
- c. Layout and sizing of all ductwork and piping
- d. Symbol list coordinated with symbols on plans
- e. All points-of-connection including invert elevations
- f. Sufficient section and detail bubbles to show where sections and details can be found
- g. Provide a fully scaled and coordinated (between the MEPS disciplines) three dimensional drawing of all Mechanical, Plumbing and Electrical rooms in order to confirm the layout and proper access and long term maintenance of mechanical rooms. Any and all access hatches, access ladders and other equipment required to maintain the building over the life of the building will be included in the three dimensional drawing. In addition to building codes, the design must also meet OSHA and other codes relevant to the work.

5.4.3.2 Equipment and fixture schedules which clearly show:

- a. All fixtures identified
- b. All mechanical equipment identified and sized

5.4.4 Electrical Drawings

5.4.4.1 Lighting and power plans which clearly shows:

- a. Room numbers
- b. Single line diagrams of services and systems
- c. Symbol list coordinated with symbols on the plans
- d. Lighting plans coordinated with reflected ceiling plans
- e. Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines
- f. Sufficient section and detail bubbles to show where sections and details can be found

- g. Provide a fully scaled and coordinated (between the M,E,P,S disciplines) three dimensional drawing of all Mechanical, Plumbing and Electrical rooms in order to confirm the layout and proper access and long term maintenance of mechanical rooms. Any and all access hatches, access ladders and other equipment required to maintain the building over the life of the building will be included in the three dimensional drawing. In addition to building codes, the design must also meet OSHA and other codes relevant to the work.

5.4.4.3 Equipment and fixture schedules including lighting.

5.4.4.3 Security, alarm, intercom, public address (PA), closed-circuit TV (CCTV), data & communication and similar electrical and electronic systems as appropriate and applicable.

- a. Provide a fully scaled and coordinated three dimensional drawing of all IT and alarm rooms in order to confirm the layout and proper access and long term maintenance of the space. Any and all access hatches, access ladders, cable trays and other pieces of equipment required to maintain the building over the life of the building will be included in the three dimensional drawing. In addition to building codes, the design must also meet OSHA and other codes relevant to the work.

5.4.5 Civil Drawings:

5.4.5.1 Site and grading plans which clearly show:

- a. Site cross sections
- b. Site contours and drainage
- c. Locations of all bench marks
- d. Precise locations of all major elements
- e. Roadways, driveways and parking areas

5.4.5.2 Site utility plans which clearly show:

- a. All connections to off-Site utilities
- b. All points-of-connection including invert elevations
- c. All drainage systems and other utilities located and sized

5.4.6 Other Items

5.4.6.1 Outline Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems.

5.4.6.2 Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for Construction Documents to proceed.

5.5 Additional Data or Services:

Advise District in writing if additional data or services of the following types are necessary and, as Additional Services, assist in obtaining such data and services as directed in writing by District Representative/Program Manager:

- 5.5.1 Data prepared by or services of others, including without limitation, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 5.5.2 Appropriate professional interpretations of the foregoing;
 - 5.5.3 Environmental assessment and impact statements, Site assessments;
 - 5.5.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
 - 5.5.5 Property descriptions;
 - 5.5.6 Zoning, deed and other land use restriction; and
 - 5.5.7 Other special data or consultations necessary or useful in completion of the Project.
- 5.6 Report on Additional Information Required:
Advise in writing if any of the following are required:
- 5.6.1 Governmental permits of any type;
 - 5.6.2 Reports of any type to governmental agencies;
 - 5.6.3 [Not Used.]
- 5.7 Second Update of Preliminary Estimate of Budgeted Construction Cost:
Based on the information contained in the Design Development Phase documents, update preliminary estimates of Budgeted Construction Costs and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimate and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget and the Program Manger's independent estimate.
- 5.8 Review with District:
Prepare for approval by District written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and floor live load design shall be stated for general and special occupancy areas).
- 5.9 Attend Required Meetings:
Attend meetings with the community, representatives of District, interested parties governmental entities, as necessary, and provide information and diagrams to fully describe the Project.
- 5.10 Work Phasing Recommendations:
Prepare recommendations for phasing of the construction work to minimize disruptions and interferences with District's operations and any concurrently proceeding construction activities. Meet and discuss phasing recommendations with District and District Representative/Program Manager. This phasing may be incorporated into Construction Contract documents. Complete phasing recommendations as part of the Construction Documents Phase services.
- 5.11 Review of the Design Development Phase by District:
Participate and cooperate fully in a review of the Design Development Phase documents by District, and any other consultants engaged by District, to assess the constructability of the design. Respond to District comments and incorporate comments as necessary. Be prepared to present footprint, floor plans, elevations, and other information as appropriate for this Phase to the Board. Presentation content previewed by and coordinated with District Representative/Program Manager and the Director of Modernization.

6. Construction Document Phase

6.1 Period of Service:

- 6.1.1 After acceptance by District of the Design Development Phase documents and second update of Budgeted Construction Cost, and upon written authorization from District, Architect shall proceed with the performance of the services called for in the Construction Document Phase;
- 6.1.2 Architect shall submit the deliverables required by the Construction Document Phase within the stipulated period indicated in Appendix C, "Milestone Schedule".
- 6.1.3 Provide technical criteria, written descriptions and design data for District's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the District in consultations with appropriate authorities.

6.2 Final Drawings and Specifications

- 6.2.1 On the basis of the accepted Design Development documents and the comprehensive second update of the Budgeted Construction Cost and times of completion for the Project prepare for incorporation in the Contract Documents final drawings (hereinafter called "**Drawings**") and Specifications to show the work to be furnished and performed by Contractor. Drawings and Specifications shall set forth in detail the requirement for construction of all work to be performed by Contractor (collectively "Construction Documents").
- 6.2.2 Final Drawings shall be prepared in accordance with District's CAD standards. Final technical specifications shall be prepared in conformance with the CSI 2016 MasterSpec format of the Construction Specification Institute ("CSI"). Architect shall cooperate with District in coordinating the Drawings and technical specifications with District's Divisions 0 and 1 standard specifications and in jointly revising District's standard specifications. Architect shall provide whatever Division 1 construction contract specifications necessary for the Project and not supplied in District's standard forms.
- 6.2.3 District may conduct a peer review of the Construction Documents at 50% and 90% completion thereof and at back check from DSA, including submittal of a list of revisions required to complete the documents.
- 6.2.4 Submittal to DSA: All construction documents shall be brought to a 95% level of completion for DSA submittal. Architect shall complete drawings and specifications following DSA submittal and review, including completion of all Subconsultant services, fully coordinate drawings and specifications, and perform a quality control review. The same Architectural and Subconsultant team (and team personnel) preparing the DSA submittal shall complete the drawings and specifications.
- 6.2.5 The District will conduct a constructability review at 50% and 90% completion of the Construction Documents.

6.3 Compliance with Codes, Regulations and Requirements:

Comply with the standard of care of an Architect experienced in California schools design when preparing Drawings and Specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, applicable to the Services, including, but not limited to, environmental, energy conservation, and disabled access requirements, regulations and standards of the Fire Marshal having jurisdiction over the Project.

- 6.4 Compliance With State Standards:
Without limiting Paragraph 6.3 above, all plans, specifications, structural design calculations, Site data, and cost estimates required by State law, including without limitation the California Education Code and Code of Regulations shall comply with State standards. Architect shall prepare and submit the application for approval of the plans and specifications by the DSA. A “check set” shall be submitted by Architect to the DSA, and any changes or corrections required by the DSA shall be made by Architect. Any other requirements of the DSA or any other authority with jurisdiction shall be complied with. Deliver to District two (2) complete sets of final DSA approved plans and specifications. Architect shall designate a contact person for the duration of the State approval process.
- 6.5 Drawings and Specifications:
The Drawings and Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, submittals or other measures that the Contractor must perform. Each specification section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that section and a reference to the Division 1 commissioning section. Each work-related specification section must also dedicate a subsection to identify and list required Contractor submittals along with testing and inspection requirements.
- 6.6 Third Update of Estimate of Budgeted Construction Cost:
Based on the information contained in the Drawings and Specifications, submit, at 90% completion, an update of preliminary estimates of Budgeted Construction Cost and times of completion for the Project. Report to District regarding continued accuracy of the previous budget estimates and, as part of the report, reconcile the updated Budgeted Construction Cost with the District budget and the Program Manger’s independent estimate. Participate and make changes in the documents to meet a standard of 95% of District budget as reconciled.
- 6.7 Supplementary Conditions
Prepare for review and approval by District, its legal counsel and other advisors, Supplementary Conditions to the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 6.7.1 Make full written disclosure to District, and obtain District’s express written approval of:
- 6.7.1.1 Any provisions in the final drawings and specifications that operate to shift design responsibilities from Architect to Contractor, through performance specifications or any other means;
- 6.7.1.2 Any proposed innovative, unique, proprietary or sole source design features.
- 6.8 Report:
Provide a written report to District that the final design, as expressed in the final plans and specifications are complete and ready to bid, and conform with the following attributes:
- 6.8.1 Its constructability, workability and bid-ability;
- 6.8.2 The finished construction meeting the required levels of structural integrity, water tightness, durability, maintainability, and security, if faithfully carried out;
- 6.8.3 The completed Project conforming to the requirements of all applicable laws, statutes, regulations and ordinances.
- 6.8.4 Does not call for the use of hazardous materials.

- 6.9 Review of the Final Design by District:
Participate and cooperate fully in a review of the final design by District, including the Commissioning Agent and any consultants engaged by District, to assess the constructability of the final design. Respond to District comments and incorporate comments as necessary. Be prepared to present the revised footprint, floor plans, and elevations to the Board. Presentation content previewed by and coordinated with District Representative/Program Manager.

7. Bidding Phase

- 7.1 Bidding:
After written authorization to proceed with the Bidding Phase, Architect shall:
- 7.1.1 Attend Pre-Bid Conferences and Site Visits.
 - 7.1.2 Assist District obtaining bids for prime contract for construction, materials, equipment and evaluating bids;
 - 7.1.3 Consult with and advise District as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
 - 7.1.4 Consult with District concerning, and determine the acceptability of, substitute materials and equipment proposed by bidders.
 - 7.1.5 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment.
 - 7.1.6 Attend the bid opening and assist District in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 7.2 Where Bids Exceed Budget:
- 7.2.1 If any of the following events occur:
 - 7.2.1.1 The lowest responsive base bid received is in excess of five percent (5%) over the Budgeted Construction Cost, or
 - 7.2.1.2 If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Budgeted Construction Cost, or
 - 7.2.2 Then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 7.2.2.1 Give the Architect written approval on an agreed adjustment to the Budgeted Construction Cost.
 - 7.2.2.2 Authorize the Architect to re-negotiate, when appropriate, or re-bid the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 7.2.2.3 Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 7.2.2.4 Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to

bring the Project within the Budgeted Construction Cost for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Budgeted Construction Cost. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

8. Construction Phase

8.1 Period of Service:

The Construction Phase will commence with the award of the construction contract for the Project, and will terminate upon issuance of a Notice of Completion of the construction contract. The anticipated construction period is indicated in Appendix C "Milestone Schedule."

8.2 General Administration of Construction Contract

8.2.1 Architect shall consult with and advise District and act as District's representative as provided in Construction Documents. Architect shall perform all duties which the Construction Documents provide will be performed by the "Architect" or "Architect/Engineer".

8.2.2 Architect will have authority to act on behalf of District to the extent provided in the Construction Documents, provided, however, that District may, in its sole discretion, issue instructions directly to Contractor if notice of such instructions is given to Architect as soon as practicable thereafter.

8.2.3 Architect will work with District, District Representative/Program Manager, Commissioning Agent and any other Project Inspectors, testing agencies, and governmental agencies as set forth in the Construction Documents and this Agreement. Architect consents to District's retaining of a construction manager who may perform some or all of the functions assigned to District Representative/Program Manager in this Agreement.

8.2.4 For purposes of this Appendix A, words and phrases having a defined meaning in the Construction Documents shall have that defined meaning in this Appendix A, including, but not limited to, the terms "Site", "defective", "Contract Documents", "Shop Drawings", "Samples", "Inspector" and "Contractor".

8.2.5 Architect shall attend the Preconstruction Conference and commissioning meetings, as requested.

8.2.6 Architect shall, after approval of the plans and specifications by the DSA, and as soon as the construction contract is awarded, but before construction is started, provide notice to the DSA as required by the California Code of Regulations.

8.3 Visits to Site and Observation of Construction

8.3.1 Architect shall make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe, as an experienced and qualified design professional, and sufficient to prepare the Final Verified Reports and any other reports or certifications required by the California Education Code and Code of Regulations, or by any other authority, on the progress and quality of the various aspects of Contractor's work. Architect shall provide District with copies of all records and reports of Site visits within forty-eight (48) hours of the Site visit.

- 8.3.2 Architect shall advise District in writing of any observations of defective work, work not in conformance with drawings and specifications, and lack of progress of work. Architect will maintain an electronic record of such notifications.
- 8.3.3 Architect shall not, during visits or as a result of observations of Contractor's work in progress, supervise, direct or have control over Contractor's work.
- 8.3.4 After each site visit Architect shall verify in writing that the Contractor is acting in conformance with the Construction Documents.
- 8.4 [Not Used.]
- 8.5 Defective Or Nonconforming Work:
Architect shall make written recommendations to District Representative/Program Manager to disapprove or reject Contractor's work, or to accept Contractor's work with a reduction in Contract Cost, while it is in progress if Architect believes such work is defective or will not produce a completed Project that conforms to the Contract Documents or that such work will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 8.6 Interpretations, Clarifications and Corrections
- 8.6.1 Architect shall issue necessary interpretations, clarifications and Request for Information (RFI)-Replies regarding the Contract Documents and in connection therewith assist District Representative/Program Manager with supplemental instructions and change orders as required, with reasonable promptness (no longer than ~~two~~ five working days) so as to cause no delay to Contractor or the Project.
- 8.6.2 Architect shall, at its own expense, make all revisions and changes to the Drawings and Specifications as directed by District to correct errors, omissions or conflicts.
- 8.6.3 On change orders, prepare the scope of work, justifications and estimate of the cost where necessary.
- 8.7 Verified Reports:
Architect shall make the "verified reports" required by the California Education Code and Code of Regulations, according to the form and schedule required by those codes and the DSA.
- 8.8 Review of Submittals and Requests for Information
- 8.8.1 Architect shall review, approve or take other appropriate action as set forth in the Construction Documents in respect of Shop Drawings, Samples and other data which Contractor is required to submit under Construction Documents (collectively referred to herein as "**Submittals**"), and review and reply to RFI's, for conformance with the design concept of the Project and the intent of and compliance with the Contract Documents, with reasonable promptness so as to cause no delay to Contractor or the Project. In no event shall Architect respond to submittals any longer than ten days after their receipt.
- 8.8.2 Architect shall incorporate comments of the Commissioning Agent into its submittal review.
- 8.8.3 Reviews, approvals and other actions taken shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto, unless same has been expressly specified by Architect.

- 8.8.4 Architect shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.
- 8.8.5 Architect shall maintain to the satisfaction of District a computer based system to record, control and manage the review of Submittals and RFI's, which shows the interrelationships among and between such documents and requests for changes or claims, and which can be used for coordination of submittal reviews with the Project scheduling requirements, and shall make such system available to District at all reasonable times.
- 8.8.6 Architect shall provide to District Representative/Program Manager for District approval two copies of a color schedule, samples of textures and finishes of all materials in the work at the Project.

8.9 Communications with Contractor

- 8.9.1 Any communications between Architect and Contractor regarding the any form of change to the construction contract's Construction Documents (including, but not limited to, changes in price), and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent immediately to District Representative/Program Manager. All such communications shall be delivered to District Representative/Program Manager for delivery to the contractor, except for actions on submittals, which shall be sent directly to Contractor with a copy to the District. Architect shall not communicate directly with the contractor. Conversely, Architect shall receive all written communications from the contractor through the District Representative/Program Manager). The District, in its sole discretion, reserves the right to change this requirement, relax this requirement, or revise this requirement.
- 8.9.2 As required in the Construction Documents, Architect shall review all written communications from Contractor, recommend actions to be taken by District, and reply in writing to District Representative/Program Manager or to Contractor with a copy to District Representative/Program Manager regarding the following:
 - 8.9.2.1 Applications for payment.
 - 8.9.2.2 Requests for changes in contract costs or times of completion.
 - 8.9.2.3 Disputes with respect to technical aspects of Construction Documents.
 - 8.9.2.4 Requests for interpretation and clarification of Construction Documents.

8.10 Substitutions

- 8.10.1 Architect shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor in consultation with the District.
- 8.10.2 Architect shall review quality control submittals and requests for substitution from Contractor in a timely manner and, for the purpose of performing its review obligations herein, shall employ and engage personnel who are sufficiently qualified to conduct meaningful review and make knowledgeable comparisons of proposed substitutions.

8.11 Inspections and Tests

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

8.12 Disputes Between District and Contractor:

Architect shall act as initial interpreter of the requirements of technical aspects of the Construction Documents.

8.13 Applications for Payment

- 8.13.1 Based on Architect's on-Site observations as an experienced and qualified design professional, on information provided by the Inspector and on review of applications for payment and the accompanying data and schedules, Architect shall assist District Representative/Program Manager in its determination of amounts owing to Contractor and recommend in writing payments to Contractor in such amounts.
- 8.13.2 Recommendations of payment by Architect will constitute a representation to District that:
 - 8.13.2.1 The work has progressed to the point indicated;
 - 8.13.2.2 To the best of Architect's knowledge, information and belief, the quality of the work is in accordance with the Construction Documents (subject to evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation).
- 8.13.3 In the case of unit price work, Architect's recommendations of payment will include its determinations of quantities and classifications of such work, along with data provided by District and other Architects (subject to any subsequent adjustments allowed by the Construction Documents).
- 8.13.4 By recommending any payment Architect will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Architect to check the quality or quantity of Contractor work as it is furnished and performed, beyond the responsibilities specifically assigned to Architect in this Agreement and the General Conditions.

8.14 Contractor's Completion Documents

- 8.14.1 Architect shall receive and review all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Construction Documents (but such review will only be to determine that their content complies with the requirements of, and

in the case of certificates of inspections, tests and approvals the results certified indicate compliance with, the Construction Documents); and shall transmit them to District with written comments and recommendation on their conformance with Construction Documents requirements.

8.14.2 Architect shall employ and engage personnel who are sufficiently qualified to conduct meaningful review of maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, and tests.

8.15 Final Inspections:

Architect shall conduct inspections to determine if the work or portions of the work is substantially complete and a final inspection to determine if the completed work is acceptable, and will recommend, in writing, whether final payment shall be made to Contractor and will give written notice to District and Contractor that the work either is or is not acceptable subject to any conditions therein expressed. Architect shall participate in one (1) "post occupancy review" to occur no later than one year after completion.

8.16 [Not Used.]

9. Operation/Project Close-Out Phase

9.1 Operation/Project Close-Out:

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

9.1.1 Provide assistance in connection with the refining, adjusting and correcting of any equipment or systems.

9.1.2 Assist in start-up, testing and placing in operation special equipment and systems. (For all such equipment and systems, Architect shall have specified start-up and testing procedures in the contract documents.)

9.1.3 Provide assistance in connection with completion of punchlist work, including but not limited to, preparing the initial comprehensive punchlist and conducting no more than two follow up Site visits (with follow up punchlisting if necessary) in addition to other responsibilities under this contract.

9.1.4 Assist District in coordination of training District's staff to operate and maintain equipment and systems as necessary.

9.1.5 Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

9.1.6 Together with District, visit the Project to observe any apparent defects in the completed construction, assist District and Commissioning Agent in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement, correction, or diminished value of defective work.

9.1.7 Together with District and District Representative/Program Manager, coordinate, prepare and submit all final required deliverables under Title 24 and anything else required by DSA for its final Project approval.

9.1.8 Prepare electronic record set and two (2) sets of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor to Architect.

- 9.1.9 Prepare electronic record set and two (2) sets of record prints showing those changes made during the construction process, based on the marked-up Technical Specifications and other data furnished by Contractor to Architect. Electronic data shall conform to District requirements for compatibility with District equipment and software.

10. Payments to Architect

- 10.1 Payments to Architect:
Payments to Architect shall be made according to Appendix B, "Payments to Architect".

11. Additional Services

- 11.1 The following Additional Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:
 - 11.1.1 Making revisions in drawings, specifications, or other documents when such revisions are:
 - 11.1.1.1 Inconsistent with approvals or instructions previously given by the District.
 - 11.1.1.2 Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
 - 11.1.1.3 Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
 - 11.1.2 Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
 - 11.1.3 Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
 - 11.1.4 Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
 - 11.1.5 In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
 - 11.1.6 Providing deliverables or other items in excess of the number indicated in this Appendix A. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in this Appendix A so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor.
 - 11.1.7 Providing services as directed by the District that are not part of the Services of this Agreement.
 - 11.1.8 Providing consultation and services as directed by District concerning any post-construction claim arising from the Project in which Architect did not in any way cause the claim.

11.1.9 Providing training, adjusting, or balancing of systems and/or equipment

11.1.10 Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

12. Periods of Service

12.1 Milestones:

Milestones for completion of Phases and tasks within each phase are given in Appendix C. Milestones.

12.2 Commencement of Services:

Architect shall not commence work on any succeeding phase of Services until completion of services on existing and prior phases of Service and Project Manager has provided Architect with written notice to commence the succeeding phase of Service, unless District Representative/Program Manager, in its sole discretion, authorizes Architect to do so.

13. District's Responsibilities

13.1 District Representative/Program Manager:

District shall designate a District Representative/Program Manager, who is authorized to act on District's behalf with respect to this Agreement. District or such authorized representative shall render required decisions promptly, to avoid unreasonable delay in the progress of Architect's services. District may delegate all or some of District Representative/Program Manager's role and function to a separate contractor or to a construction manager. District may change the individual acting as District Representative/Program Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Architect.

13.2 Design Requirements:

District shall provide criteria and information concerning design objectives and constraints, space, capacity and performance requirements, and budgetary limitations, when known.

13.3 Property Information:

District shall provide geotechnical information, environmental impact reports, and relevant information concerning property boundaries, easements, rights of way, topographic and utility surveys, property descriptions, zoning, boundary and other land use restrictions, as needed and necessary.

13.4 Documents:

District shall make copies of available documents and drawings of existing conditions available to Architect. Architect may inspect all District's surveys and records of construction. Verification of visible on-Site facilities is the responsibility of Architect.

13.5 Surveys:

District shall provide engineering surveys to establish reference points for construction.

13.6 Hazardous Materials:

District shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from Project Site.

13.7 Permits and Approvals:

Architect shall assist District in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project, unless otherwise specified in this Agreement (for example, Architect's duty to secure all required design approvals from DSA).

- 13.8 Site Access:
District shall provide Architect reasonable access to the Site provided Architect complies with all security and safety requirements, and coordination requirements.
- 13.9 Project Inspector:
District shall supply the Project Inspector required by the Education Code.
- 13.10 Commissioning Agent:
District shall supply the Commissioning Agent.

END OF APPENDIX A