

# **CONTRACT AGREEMENT**

**Roseville Joint Union High School District**

**And**

**[Architect]**

**For**

**Architectural/Engineering Services**

## **DOCUMENTS BOUND HEREWITH**

### **Agreement Form**

- Exhibit A: Service Order Form**
- Exhibit B: Fee Proposal [From SOQ]**
- Exhibit C: Reserved**
- Exhibit D: Responsibility Matrix**
- Exhibit E: Responsibilities and Services of the Architect**
- Exhibit F: Architect-Engineer Certification**
- Exhibit G: List of Employees Authorized to Come on to School Campuses**

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**Roseville Joint Union High School District**  
**Agreement for Architectural/Engineering Services**

**[Project]**

This agreement is contingent upon Roseville Joint Union High School District Board approval and will not be valid unless and until approved.

THIS AGREEMENT is made on \_\_\_\_\_, 2019 by and between Roseville Joint Union High School District, hereinafter called Owner, and **[Architect]**, hereinafter called the Architect-Engineer or A-E, who is duly licensed by the laws of the State of California to practice architecture or engineering in the State of California. This Agreement shall remain in effect until December 31, 2024 unless otherwise terminated earlier in accordance with the terms of the Agreement.

Owner intends to construct various construction projects. Owner desires to retain A-E to provide predesign, schematic design, design development, construction documents, bidding, and/or construction phase services in connection with one or more projects to be identified later in a Service Order.

**ARTICLE 1. DEFINITIONS**

**ARCHITECT-ENGINEER (A-E):** The organization or individual providing those professional design services associated with construction, alteration, or repair of real property.

**BASIC SERVICES:** Those services as defined below in Article 3 and in the attached Exhibit E.

**CONSTRUCTION BUDGET:** The total available funding for work to be bid to construction contractors, excluding change orders.

**CONTRACTOR:** The construction contractor who receives the contract award for construction of the Project, as defined below.

**ESTIMATE:** A-E's opinion of probable construction costs if the Project were to be put out to bid during the time specified in the A/E's estimate.

**OWNER:** The Roseville Joint Union High School District.

**OWNER'S CONSTRUCTION MANAGER (CM):** The agent appointed by Owner as Owner's representative(s) to provide overall project management and to manage the design and construction phases of the Project. For purposes of this Agreement, the CM shall be considered to possess the same rights as Owner, except that the terms of this Agreement shall not be modified without the approval of Owner.

**PROJECT:** A specific project to be defined further in a Service Order issued under this Agreement.

**PROJECT BUDGET:** The total available funding as appropriated through the State School Facilities Program, local bond measure, or other means to be used for the design and construction of the Project. It is the intent of Owner that the Project Budget include all costs for design, engineering, construction, inspection, technical consultant, surveys, testing, project management, Project contingencies, furniture and equipment, and such administrative costs of Owner as shall be deemed appropriate.

**PROJECT CONSTRUCTION COST:** Project Construction Cost, as used in this Agreement, means the cost to Owner of all work designed or specified by A-E, including work covered by alternates, but excluding the following: any payments to A-E or consultants, any costs of inspections, surveys, tests, or fees, project contingencies and any project management fee.

**SERVICE ORDER:** A written order issued by the Owner under this Master Agreement identifying a specific Project and Project Budget for which A-E is being retained to provide Basic Services and specified additional services in connection with the Project. The Service Order form is attached as Exhibit A.

## **ARTICLE 2. BUDGETS**

- A. The Construction Budget will be established in the Service Order.
- B. A-E shall design the Project in a manner that it can be constructed for a cost within the Construction Budget.
- C. A-E shall follow District design standards and other District programmatic requirements in choosing materials, systems, and components affecting the quality of construction. However, the District's design standards, including District technical specifications, are periodically updated. When a Service Order is issued, A-E is required to use the most current versions.
- D. In accordance with Article 10 and Exhibit E, A-E shall prepare estimates of Project Construction Costs at the following phases:
  - 1. A-E shall perform a conceptual estimate of the Project Construction Phase at the end of schematic design phase and submit it to the Owner for review.
  - 2. A-E shall perform a design development Estimate of the Project Construction Cost and submit it to Owner for review.

3. A-E shall perform a 50% Construction Document Estimate of the Project Construction Cost and submit it to Owner for review.

4. A-E shall perform a 100% Construction Document Estimate of the Project Construction Cost and submit it to Owner for review.

5. In the event of redesign required by project bidding over the Project Construction Cost in the approved Construction Budget, A-E shall revise the design documents at their sole expense and shall perform a revised 100% Construction Document Estimate of the Project Construction Cost and submit it to Owner for review.

### **ARTICLE 3. BASIC SERVICES OF A-E**

Time is of the essence in this Agreement. A/E shall perform its Basic Services in accordance with the schedule set forth in the Service Order. The time performing services under this Agreement may be extended only in writing and by mutual consent of the parties.

Except to the extent modified by the Service Order, A-E's Basic Services shall include all work described herein for the development of design drawings and specifications, consistent with the delivery method for construction services, together with development of estimates of the Project Construction Cost, construction administration and field observation of actual construction of the Project, all in accordance with this Agreement, Owner's most updated Design Standards, the Service Order, and applicable laws and regulations. Except to the extent modified in the Service Order, A-E's Basic Services, set forth more specifically in Exhibit E, shall include design, estimating the Project Construction Cost, construction administration, reporting, and attendance at meetings as required below, and in Exhibit E. Except as may be modified in the Service Order, if any conflict exists between this Agreement and Exhibit E, the provision reflecting the broader scope of Basic Services shall control. A-E's Basic Services shall include the following components:

#### **A. Schematic Design Phase**

1. A-E shall review site surveys, existing record documents, seismic data, mechanical, geotechnical and other test reports, environmental documents and any other tests or reports furnished to A-E pursuant to Article 9 of this Agreement. After examining the site, A-E shall advise Owner as to whether such data are sufficient for purposes of design or whether additional data are needed. If additional data are needed, A-E shall recommend and specify the manner in which the necessary information/data shall be provided and needed services be obtained.

2. A-E shall prepare base drawings that thoroughly document existing site conditions, including any structures or appurtenances that have been added to buildings or site without proper Division of the State Architect (DSA) approval, and any evidence visible from the exterior of building or from occupied spaces of building deterioration due to dryrot, termite, or other environmental damage, in order to minimize changes due to unforeseen site conditions during construction.

3. A-E shall prepare schematic design documents based on the program approved by Owner, schedule, and Construction Budget for the Project. The schematic design documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The schematic design documents shall include a conceptual site plan and preliminary building plans, sections, and elevations. At the A-E's option, or at the request of the Owner, the schematic design documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

4. Owner shall approve the schematic design documents in writing prior to A-E beginning the design development document phase. A-E may be required to present schematic design documents to Owner's facility representatives and/or and Board of Education prior to approval.

#### B. Design Development Document Phase

1. A-E shall prepare design development documents based on the approved schematic design documents and Construction Budget. The design development documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, form, size and appearance of the Project by means of plans, sections, elevations, typical construction details, and equipment layouts. The design development documents shall include specifications that identify major materials and systems and establish in general their quality levels.

2. For constructability and to fully coordinate existing conditions into Construction Documents prepared by A-E, A-E shall investigate and take measurements of observable existing conditions and facilities. Where existing conditions are concealed, A-E shall make reasonable recommendations to Owner as to whether such conditions should be exposed and, if so, the specific extent of such exposure. Owner may, but need not, follow A-E's recommendations. If Owner takes action to expose concealed conditions, A-E shall proceed with investigating and taking measurements.

3. A-E shall advise and assist Owner in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project.

4. Owner shall approve the design development documents and Estimate for the Project Construction Cost in writing prior to A-E beginning the Construction Documents phase. A-E may be required to present design development drawings to Owner's facility representatives and/or and Board of Education prior to approval.

### C. Construction Document Phase (Final Plans)

1. A-E shall prepare, based on the approved scope of work, site survey and observation, as-built and survey information, Base Drawings and basic program scope or any further adjustment in the scope or quality of the Project authorized by Owner, working drawings and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical service connected equipment.

2. When the Construction Documents are fully coordinated and its quality control review is completed, A-E shall notify Owner that the Construction Documents are ready for third party review. A-E shall cooperate with Owner in submitting the Construction Documents to a third party for peer review and shall incorporate agreed upon third party peer review comments into the Construction Documents prior to obtaining final approval from DSA.

3. A-E shall be responsible for coordinating its specifications with Division 0 and 1 documents supplied by Owner.

4. A-E shall prepare "3A" diagrams of the entire site in 8-1/2 x 11 format including building designations, usage and square footage.

5. The Construction Documents shall be consistent with a design that can be constructed within the Construction Budget.

6. The final Construction Documents, bidding documents, proposal and contract forms, construction general conditions and any other information determined to be included by A-E and/or Owner shall constitute the Contract Documents ("Contract Documents").

7. A-E shall assist Owner in applying for and obtaining required approvals from applicable state agencies having jurisdiction. Except as may be modified in a Servicer Order, assistance with OPSC and CDE approvals shall be limited to that defined in the responsibility matrix in Exhibit D.

### D. Storm Water Prevention

1. A-E acknowledges that all California school districts are obligated to develop and implement the following storm water requirements, without limitation:

a) A municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

b) A Storm Water Pollution Prevention Plan (SWPPP) at

(1) Sites where Owner engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities;

(2) Construction sites where one or more acres of soil will be disturbed or where each Project is part of a larger common plan of development that disturbs one or more acres of soil.

2. A-E shall conform its design work with Owner's storm water requirements indicated above, that are approved by Owner and applicable to the Project, at no additional cost to Owner. In addition, as required, A-E shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this Article 3.D shall be provided by a professional civil engineer who contracts with or is an employee of A-E. Owner, at its sole discretion, may pay A-E for Extra Services to comply with this provision if the Services required are in excess of those normally required for services of the type in this Agreement.

#### E. Bid/Solicitation and Award Phase

1. A-E shall assist Owner during bid/solicitation and award phase as follows:

- a) Attendance at and participation in prebid/pre-solicitation meetings;
- b) Responding to technical questions from bidders/proposers in a timely manner so as not to delay bid/proposal date;
- c) Preparation of addenda as requested by Owner; and
- d) Participate in interviews of Proposers, Project Inspectors or Special Inspectors as requested by Owner.

#### F. Construction Phase

1. A-E shall provide general direction to the Project Inspector employed by and responsible to Owner, as required by the Education Code and Title 24 of the California Code of Regulations. A-E shall advise the inspector and contractor in the preparation of a marked set of prints, indicating dimensioned location of buried utility lines and other construction features (record drawings), which shall be forwarded to A-E upon completion of the Project.

2. A-E shall administer the Construction Phase, as required by this Agreement, the Contract Documents, the Service Order, and the applicable statutes and regulations. A-E shall comply with all timelines set forth in the Contract Documents for its Construction Phase services. A-E shall observe and become familiar with the



general quality of construction and report in writing to Owner any instance where the materials, workmanship, or the general quality of construction is not in conformance with the plans and specifications, building code requirements, or generally accepted industry standards of quality.

3. In providing services during the Construction Phase, A-E shall employ individuals on the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee of A-E performing work at the Project, it shall notify A-E, which shall promptly cause the individual to be removed from the Project.

4. A-E, as a representative of Owner, shall make periodic visits to the site to render architectural observations (1) to become generally familiar with and to keep Owner informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard Owner against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. A-E shall attend on-site construction meetings at least once per week and shall otherwise be available to Owner and the inspector for site meetings on an “as-needed” basis. Refer to Exhibit E or the Service Order for the minimum amount of meetings required for the project. Note that the number of hours indicated do not include the time spent by the A-E to develop the punch list or back check it for its completion and acceptance. In addition, the minimum hours to be spent at the site during the Construction Phase are anticipated to be as follows, subject to revision depending on the delivery method for construction services and/or as set forth in the Service Order:

Architect	12 hours per month
Mechanical Engineer	4 hours per month
Electrical Engineer	4 hours per month

These hours constitute a “pool” of hours available to the Owner, and the Owner or its representative can call on the A-E as needed for additional site visits within the available pool of hours. Any unused hours within a month will roll over into the following month.

However, A-E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. A-E shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely Contractor’s rights and responsibilities under the Contract Documents.

5. A-E shall make regular reports as may be required by applicable state agencies; review submittals and shop drawings for compliance with design intent; review RFI's and promptly issue responses; review requests for substitution of

materials, equipment, and the laboratory reports thereof; assist in the preparation of change orders in a format acceptable to the Division of the State Architect, for written approval of Owner; provide a color schedule of all materials in the Project for Owner's review and approval; assist in determining date of final completion; make final review of the Project; review written guarantees, instruction books, diagrams, and charts required of the Contractor; issue A-E's certificate of completion and final certificate for payment; and provide all close-out documentation required by applicable state agencies, as well as as-built (record) documents within sixty (60) days of A-E's certificate of completion.

6. A-E shall review Contractor's applications for payment and certify the amounts due Contractor and shall issue certificates for payment in such amounts. A-E's certification for payment shall constitute a representation to Owner, based on A-E's evaluation of the work and on the data comprising Contractor's application for payment, that the work has progressed to the point indicated and that, to the best of the A-E's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents.

7. A-E shall interpret, advise Owner, and decide matters concerning the Contract Documents or performance of Owner and Contractor under the requirements of the Contract Documents on written request of either Owner or Contractor. A-E's response to such requests shall be made with reasonable promptness and within any time limits agreed upon or set forth in the Contract Documents. Interpretations and decisions of the A-E shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, A-E shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

8. At Owner's written request, A-E shall assist Owner with any claim resolution process involving Contractor and Owner, including, without limitation, serving as a witness or providing other professional services relating to hearings or other legal proceedings.

a) The parties recognize that this clause is a means of expediting resolution of claims among Owner, Contractor and A-E. However, Contractor is not an intended third-party beneficiary of this clause.

b) Compensation for these services under this paragraph 8 of Article 3.F shall be provided as set forth in the payment provisions for Extra Services under Articles 11 and 12 and shall be computed and invoiced at hourly rates, not to exceed the rates in Exhibit B, A-E's Fee Proposal, to be negotiated with Owner at the time Owner authorizes these services, subject to the following:

i) Owner may believe that A-E's work under this Agreement is connected with errors, or omissions or problems related to a claim. As a result, and upon notice of same by Owner, A-E's payment for

these Extra Services may be held in suspense by Owner, at Owner's sole discretion, until final determination in accordance with Article 20 of this Agreement or by a court of law or arbitration of the proportion that A-E's fault bears to the fault of all parties concerned.

ii) Such amount in suspense, proportionate to the final determination that A-E's fault bears to the fault of all parties concerned, shall not be paid to A-E. However, the remainder of any such amount in suspense shall be paid to A-E after a final determination in accordance with Article 20 of this Agreement or by a court of law or arbitration is made and A-E submits a proper invoice to Owner, which shall be paid in accordance with Owner's normal and customary practice of payment of A-E's invoices under this Agreement.

c) Nothing in this paragraph 8, including its subparagraphs, of Article 3.F shall in any way limit Owner's rights and remedies under this Agreement against A-E for any errors or omissions or breaches of any kind related to this Agreement and/or A-E's responsibilities under it.

9. A-E, as part of its Basic Services, will perform a follow-up review and prepare a written report for Owner on apparent deficiencies in construction not later than one (1) month prior to the expiration of the General Construction Contract guarantee period of the Project.

10. Owner shall have the right to change the scope of A-E's Construction Phase services, which change shall be memorialized by written amendment to the Service Order, signed by officials of A-E and Owner having authority equal to or greater than that of the officials signing this Agreement.

#### **ARTICLE 4. PROFESSIONAL SERVICES**

A. A-E accepts the relationship of trust and confidence established between Owner and A-E by this Agreement. A-E represents that it is familiar with the statutes, regulations, and design requirements applicable to public school construction, that all of its work will conform to current professional practices and standards regarding such requirements, and that A-E will exercise due professional care and will cooperate with any contractor or CM also employed by Owner in connection with the Project. A-E agrees to perform its work with the skill and judgment of a prudent school designer practicing in California and in the most expeditious and economical manner consistent with the interests of Owner. Any review, approval or acceptance of any of A-E's work under this Agreement shall not relieve A-E from responsibility for errors and/or omissions in its work or the work of its subconsultants.

B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the A-E's professional judgment, impartiality or professionalism

with respect to this Project. In accordance with this commitment, at no time while A-E is engaged by Owner shall A-E be a member of any design-build entity which includes the prime contractor on that Project, whether the design-build contract is for Owner or any other owner.

C. A-E shall, as part of the Basic Services, furnish, at its expense, the services of an estimator, structural, civil, mechanical, and electrical engineers, low voltage consultant, a landscape architect, and other necessary design professionals as determined by A-E and acceptable to Owner, properly skilled and licensed in the various aspects of the design and construction of facilities required. Owner does not assume any liability, duty or obligation to A-E's subconsultants or their agents and employees by execution or performance of this Agreement, and nothing in this Agreement shall create any contractual relation between Owner and any subconsultants, or their agents and employees, employed by A-E. No subconsultants, agents, employees or other parties are third party beneficiaries of this Agreement. A-E shall be responsible to Owner for the acts and omissions of its employees, subconsultants, and their agents and employees, and other persons performing any of the work under this Agreement.

D. A-E shall, as part of Basic Services, coordinate work with the following professional consultants hired directly by Owner:

1. Geotechnical Engineer - TBD
2. CEQA Consultant - TBD
3. Hazardous Material Consultant - TBD
4. Third Party Commission and/or Quality Control Consultants - TBD

E. A-E, as part of its Basic Services, shall be responsible for the design, DSA approval, contract/bidding documents, and construction administration for the fire alarm system if it is part of the scope of the Project.

F. A-E shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of Owner or the operations or procedures of Owner, or any other information specifically designated as confidential by Owner, without the prior written consent of Owner. A-E shall require of its subconsultants similar agreements not to disclose such confidential information.

G. A-E shall, as part of its Basic Services, review laws, codes, and regulations applicable to A-E's services including, without limitation, all DSA requirements. A-E shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

H. A-E shall, as part of its Basic Services, identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including without limitation, the California Department of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and Local Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.

I. A-E shall, as part of its Basic Services, provide Services required in obtaining any local agencies' approval for off-site work related to each Project including review by regulatory agencies having jurisdiction over each Project including but not limited to water districts, Sacramento County, and Utility Companies (PGE and SMUD).

J. At its sole cost and expense, and as part of its Basic Services, A-E shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and subconsultants, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

#### **ARTICLE 5. INDEPENDENT CONTRACTOR**

A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its subconsultants shall be deemed to be an employee of Owner.

#### **ARTICLE 6. CONFLICTS OF INTEREST**

A-E affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of A-E and services under this Agreement. A-E agrees to advise Owner of any actual or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement including, but not limited to, at the time that any Service Order is issued to A-E under this Agreement.

#### **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**

Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its duties under this Agreement or any Service Order issued hereunder without prior written consent of Owner. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Except as expressly allowed in this Agreement, A-E shall not subcontract any of the work to be performed or services to be rendered without the prior consent of Owner.

## **ARTICLE 8. EXTRA SERVICES OF A-E**

A. The following services, if necessitated by unusual circumstances and through no fault or neglect on the part of A-E or its subconsultants, shall be paid for by Owner, as provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned upon prior receipt of formal written notice from Owner to perform the work as Extra Services and no claim for any additional compensation or reimbursement shall be valid unless so authorized.

1. Plan preparation and/or construction contract administration work on that portion of a project let on a multiple prime contractor basis, unless the work is administered by a CM. It is understood that the CM may segregate the work into multiple contracts, and, providing that the CM provides for the management of these multiple contracts, this action shall not give rise to Extra Services and shall not result in additional compensation to A-E.

2. Contract administration of the repair of fire or other damage to the Project.

3. The selection by A-E at Owner's request of moveable furniture, equipment, artwork, graphics, signage or articles that are not included in the Contract Documents.

4. Preparation of additional plans or specifications in order to satisfy the requirements of the applicable public authority, provided that the requirement for these additional documents is the result of changes in policy mandated after completion of the Construction Documents Phase, and that the extra work is not contributed to by the negligence or carelessness of A-E.

5. If directed by Owner, the employment of special consultants, the preparation of special delineations and models.

6. Revisions when inconsistent with approvals or instructions previously given by Owner.

7. Project changes after Owner approval.

8. Services related to Contractor defaults.

9. Providing assistance such as testing, adjusting and balancing in the utilization of equipment or systems and preparation of operation and maintenance manuals.

10. Preparation of construction contract change orders which necessitate additional work by A-E, provided that the change order and/or extra work of A-E is not contributed to by the negligence or carelessness of A-E. Compensation for Extra Services necessitated by construction change orders shall be pursuant to the

hourly fees set forth in Exhibit A. A-E shall keep accurate records of the time spent during construction with respect to such Extra Services and shall provide monthly statements of the same to Owner during construction, identified as to each specific change order item.

B. In no event shall A-E be entitled to receive compensation for Extra Services if required as a result of A-E's or its subconsultants' errors, omissions, or failure to perform in accordance with this Agreement.

## **ARTICLE 9. OWNER'S RESPONSIBILITIES**

A. In the Service Order, the Owner shall provide full information as to the requirements of the Project, including realistic budget limitations and scheduling for the Project.

B. Owner shall furnish, or direct A-E to procure, at Owner's expense, chemical, mechanical, or other tests required for proper design and borings or test pits necessary for determining subsoil conditions.

C. Owner shall furnish available as-built drawings of existing structures.

D. Owner shall furnish all inspection and testing services in conjunction with the Project.

E. Owner shall furnish all legal advice and services required for the Project.

F. Owner shall notify A-E of administrative procedures required and name a representative authorized to act in its behalf. Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

G. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the Contract Documents, as well as the site and facilities leases for lease-leaseback projects.

H. Owner shall periodically update the Project Budget, including that portion allocated for the Construction Budget.

I. Owner shall provide hazardous materials consultant services for the project. Hazardous materials specifications shall be part of the project manual, but Owner shall assume responsibility for their accuracy and completeness and full liability for work done under said specifications.

J. During the Contractor's guarantee period, Owner shall notify A-E in writing of any apparent deficiencies in materials or workmanship.

## **ARTICLE 10. ESTIMATE OF PROJECT CONSTRUCTION COSTS**

A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner, providing the appropriate level of detail for the phase of Project development and shall be in accordance with Exhibit E. The format will typically be a Construction Specifications Institute breakdown by building and sitework, unless otherwise directed by Owner. Estimates shall consider prevailing construction costs and include all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market, as well as conditions beyond the control of A-E or Owner.

B. A-E shall provide the Estimate at each phase of its services and compare the Estimate with the Construction Budget. If such Estimates are in excess of the Construction Budget, A-E shall prepare a report identifying and explaining any variances and, as part of its Basic Services, shall develop revisions with the Owner's approval to the type or quality of construction to bring the Estimate within the Construction Budget.

C. In the case of design-bid-build projects, if the lowest responsive base bid exceeds the Project Construction Cost in the approved Construction Budget by five percent (5%) or more, A-E shall, at Owner's option and at no additional cost to Owner, revise the preliminary and/or final design in such ways as Owner may approve so as to bring the cost of construction within five percent (5%) of the approved budget limit.

D. In the case of lease-leaseback projects with preconstruction services to be provided by the lease-leaseback provider, A-E shall work with the lease-leaseback provider to revise the preliminary and/or final design in such ways as the Owner may approve so as to bring the cost of construction to an amount acceptable to the Owner. If preconstruction services are not provided by the lease-leaseback provider, the provisions of Article 10.C apply.

## **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

A. Professional Services: A-E agrees to perform professional services provided by this Agreement, and Owner agrees to pay A-E for such services in accordance with the fees set forth in the Service Order, which shall not exceed the fees set forth in the attached Exhibit B, subject to any escalations set forth in Exhibit B. A-E's compensation for Extra Services shall be calculated as provided in paragraph F, below.

B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses associated with the professional services performed are reimbursable to A-E. Provided that A-E obtains Owner's prior written approval, costs and expenses will be reimbursed to A-E. Owner's prior written approval is an express condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by Owner.



C. The following are descriptive categories of work that may be considered for reimbursable costs, provided Owner issues its written approval before the costs are incurred:

1. Expenses of Outside Technical Assistance deemed necessary.
2. Approved reproduction of drawings and specifications in excess of the copies required by this Agreement, at rates prevailing in the community for bulk reproduction, or at other rates approved in advance by Owner.
3. Approved fees advanced for securing approval of authorities having jurisdiction over the Project.
4. Additional insurance coverage above those coverages identified in Article 16.

D. Reimbursement shall be at cost for reproductions, fees advanced and additional insurance. Reimbursement for items requiring coordination by A-E shall be reimbursed at one hundred ten percent (110%) of the direct billing.

E. Payments to A-E for reimbursable costs/expenses will be made only after the specific costs/expenses have been incurred and invoicing has been verified by submission of substantiating documentation, such as copies of paid invoices or other documentation confirming that such costs/expenses have been incurred by A-E. All charges incurred under this Agreement shall be due and payable within thirty (30) days of approval of the invoice. Disputed invoices shall be returned to A-E within ten (10) working days of receipt.

F. For payments to A-E for Extra Services under Article 8, the parties agree as follows:

1. Hourly fees shall be per the Service Order, which shall not exceed the fees in the attached Exhibit B, subject to any escalations set forth in Exhibit B.
2. One hundred ten percent (110%) of the direct billings of consultants performing authorized Extra Services.

## **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

A. Except as may be modified in the Service Order, Payments on account of the agreed compensation in Article 11 shall be:

1. Schematic Design Phase—fifteen percent (15%) of total compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of the total compensation, based upon work completed.

2. Design Development Phase—increase to thirty percent (30%) of total compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to thirty percent (30%) of the total compensation, based upon work completed.

3. Construction Documents Phase

a) Construction Documents sufficiently complete to be and actually submitted for review by the Division of the State Architect—increase to sixty percent (60%) of the total compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to sixth percent (60%) of total compensation, based upon work completed.

b) Construction Documents one hundred percent complete, fully coordinated and quality-controlled by A-E and submitted to Owner for peer review—increase fee to sixty-five percent (65%) of the total compensation stated in Exhibit A.

c) Review comments from third-party peer review (retained under separate contract to Owner) incorporated into documents and construction documents approved by the Division of the State Architect—increase fee to seventy percent (70%) of the total compensation stated in Exhibit A.

4. Construction Phase

a) On all or that portion of the Project for which bids have been received and contracts awarded - increase to seventy-two percent (72%) percent of total compensation.

b) Subsequent billings shall be submitted monthly, in arrears, in proportion to the percentage of work certified complete by A-E in response to construction progress payment requests. (Billings shall show, as a separate line item, site visit hours used that month by AE and its subconsultants, total used to date and hours remaining.)

c) Construction complete and accepted by Owner - increase to ninety-five percent (95%) of the total compensation.

d) Project documentation, including, without limitation, record documents, forwarded to Owner and the applicable governmental agencies having jurisdiction—increase to one hundred percent (100%) of the total compensation, notwithstanding A-E's services during the Contractor's guarantee period. Owner expects that the required documents (independent of Owner requirements) will be filed within sixty (60) days of Project acceptance.

B. Payments in event of the following circumstances shall be as set forth below:

1. Deferred Bids: Delay in the award of the contract shall not affect A-E's compensation unless additional services are required.

2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's compensation shall be paid at the time and in the amount noted. AE shall not be entitled to additional compensation for Construction Administrative services as a result of the delay to the project caused by AE's errors or omissions.

C. Payments for Extra Services provided under Article 8 shall be made monthly, in arrears, as services are rendered and expenses incurred.

D. A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services (if any) incurred for the billing period. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's authorization notice for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of Owner's authorization notice. No payments will be made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra Services absent the prior written authorization of the Owner. All charges incurred under this Agreement shall be due and payable within thirty (30) days of approval of the invoice.

E. Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect Owner from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) failure of A-E to make payments properly to its employees or subconsultants; or (3) failure to adhere to the Project schedule or to achieve sufficient progress with the design work such that A-E is unlikely to achieve timely completion.

### **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

A. A-E Default: A-E shall be in default if A-E at any time refuses or neglects to prosecute its work in a timely fashion or in accordance with the Project schedule; or is adjudicated as bankrupt; or commits any act of insolvency; or makes an assignment for the benefit of creditors without Owner's consent; or fails to make prompt payment to persons furnishing labor, equipment, or materials; or fails in any respect to properly and diligently prosecute its work; or becomes delinquent with respect to contributions or payments required to be made to any employee benefit programs or trust; or otherwise fails to perform fully any and all of the agreements herein contained.

B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof, Owner may, at its sole option, terminate the Agreement or the Service Order for default and take possession of any documents, files (including electronic files), and other materials prepared or used by A-E in connection with the Project(s) and provide any such work, labor, or materials to another design professional as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to A-E under a Service Order issued under this Agreement.

C. Default Termination: In the event Owner elects to terminate a Service Order or this Agreement due to A-E default, Owner shall have the right to immediate possession of all plans, specifications, and other work in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the Basic Services and provide the materials therefor. In case of such default termination, A-E shall not be entitled to receive any further payment under a Service Order issued under this Agreement until the Project is completely finished. At that time, if the unpaid balance of the amount to be paid under the Service Order exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly pay to Owner the amount by which such expenses exceed such unpaid balance. The expenses referred to in the last sentence shall include expenses incurred by Owner in causing the services called for under the Service Order to be provided by others, for attorneys' fees, and for any damages sustained by Owner by reason of A-E's default or defective work, plus a markup of ten percent (10%) on any and all such expenses.

D. Owner Default: A-E may terminate a Service Order issued under this Agreement for cause upon seven (7) days' written notice to Owner for any of the following reasons: (1) Owner fails to timely pay undisputed sums due to A-E; (2) Owner assigns this Agreement or Service Order or transfers ownership of the Project prior to completion of A-E's services under the Service Order if the assignment or transfer is made without the prior written consent of A-E; or (3) Owner suspends the Project or A-E's services for more than 180 consecutive days. Owner shall have the right to cure the stated ground for termination within the seven (7) day notice period, and, in the event of cure, A-E's notice shall become null and of no further force or effect.

E. Termination for Convenience. In addition to the foregoing right to terminate for default, Owner reserves the absolute right to terminate this Agreement and/or any Service Order issued hereunder without cause, for any reason whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a termination without cause, Owner shall have the right to immediate possession of all plans, specifications, and other work in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the offices of a subconsultant, and may employ any other person or persons to finish the design work and provide the materials therefor. Also in the event of such a termination without cause, A-E shall be entitled to payment in an amount not to exceed the contract price which shall be calculated as follows:

(1) Payment for any phase of the work then satisfactorily completed and accepted by Owner, according to the percentages set forth in Article 12; plus (2) Reimbursable Costs actually incurred by A-E in connection with performance according to Article 11; plus (3) a portion of the percentage applicable to a phase which is in progress, which bears the same ratio to the total amount to be earned for that phase as the work then completed in that phase bears to the total work to be accomplished in that phase, plus (4) reasonable termination expenses. There shall be deducted from such sums as provided in this section the amount of any payment made to A-E prior to the date of termination of this Agreement or Service Order issued hereunder. Upon receipt of a notice of termination for convenience, A-E shall not start any new phrase of the work not commenced before receipt of notice of termination. A-E shall not be entitled to any claim or lien against Owner or the Project for any additional compensation or damages in the event of such termination and payment. In addition, Owner's right to withhold funds under Article 12.F shall be applicable in the event of a termination for convenience.

F. Saving Clause: If this Agreement or any Service Order hereunder is terminated by Owner for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this Article and A-E shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

G. Survival of Obligations: No termination of this Agreement or any Service Order hereunder shall excuse or otherwise relieve A-E of its responsibilities under this Agreement, including, without limitation, the standard of care for its work and services, with respect to any work and/or services performed prior to the date of termination. All of A-E's responsibilities under this Agreement with respect to work and/or services performed prior to the date of termination shall survive any termination.

#### **ARTICLE 14. PERFORMANCE TIME SCHEDULE**

A. Upon receipt of a Service Order, A-E shall prepare and submit for Owner approval a schedule for the performance of A-E's services. This schedule shall include reasonable allowances for review and approval times required of Owner, performance of services by Owner's consultants, and review and approval times required by public authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project requested by Owner, or for delays or other causes beyond the A-E's reasonable control.

B. A-E shall respond to the following specific items within the time frames indicated below:

1. Requests for Information: 3 days
2. Change order requests: 7 days
3. Submittals 14 days

B. In the event A-E fails to perform its obligations under this Agreement and/or under the Service Order within the times specified in the approved schedule for its work and thereby delays the Project, Owner may withhold monthly progress payments until all work within the particular phase at issue is completed or the schedule for A-E's work has been recovered. This remedy shall be in addition to, and not in derogation of, Owner's other rights and remedies relating to A-E's default, whether under this Agreement or applicable law.

**ARTICLE 15. RECORDS OF THE ARCHITECT-ENGINEER; AUDIT**

A. Records of A-E's direct personnel and reimbursable expenses pertaining to any Extra Services on a Project and records of accounts between Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to Owner or its authorized representative at mutually convenient times.

B. Owner or the Owner's authorized representative shall have access, upon reasonable notice, during normal business hours, to any plans, specifications, books, documents, accounting records, papers, project correspondence, project files and other records of A-E and/or its subconsultants directly or indirectly related to a Project. Such access shall include the right to examine and audit such records and make excerpts, transcriptions and photocopies at Owner's expense.

**ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**

A-E shall procure and maintain insurance at all times on all of its operations during the term of this Agreement and for five (5) years following completion of the last Service Order issued to it, the following minimum insurance coverages. This requirement includes, but is not limited to, A-E's obligation to maintain Professional Liability Coverage (Errors & Omissions).

Certificates of Insurance and required endorsements, including but not limited to Additional Insured Endorsements and Waivers of Subrogation in favor of the District, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers shall be delivered to the District within five (5) days of execution of this Agreement by the District. Endorsements with expiration dates will not be accepted.

A-E shall not commence work under any Service Order until all required insurance documentation has been submitted to and accepted by the District. If the District requests copies of the Insurance Policy or Policies, A-E agrees to provide certified copies within 30 days of the District's request.

All policies required hereunder shall be endorsed or shall provide in the policy form to

state that the policy shall not be cancelled, materially reduced, or non-renewed without thirty (30) days prior written notice to District (ten [10] days for non-payment of premium).

Any and all deductibles shall be assumed by and at the sole risk of A-E. Any deductibles over \$50,000 must be declared to and approved by the District.

Failure of A-E to maintain all required insurance during the entire period required hereunder shall constitute a default entitling the District to all rights and remedies that exist under this Agreement and/or by law. Furthermore, any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the District.

The insurance required in this Agreement shall be with carriers and on forms acceptable to the District and shall be subject to the approval of the District. With the exception of insurance provided by The State Compensation Insurance Fund of California, insurance is to be placed with insurers authorized to transact insurance business in California and with a Bests' rating of no less than A- VII. Any acceptance of insurance certificates by the District shall in no way limit or relieve the A-E of the duties and responsibilities in this agreement.

Should A-E or any of their subconsultants maintain broader coverage and/or limits than those listed in this contract, those coverages/limits are hereby required and shall be made available to the District.

A. Workers' Compensation and Employers' Liability Insurance.

In accordance with the provisions of Section 3700 of the Labor Code, A-E and each subconsultant, shall secure the payment of compensation to its employees. A-E shall purchase and maintain Workers' Compensation insurance with minimum Employer's Liability limits of \$1,000,000, covering all workplaces and employees involved in this agreement.

A-E shall sign and file with the District a certificate in the following form:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract

A-E shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California.

The Workers Compensation policy shall include an endorsement waiving the insurer's rights of subrogation against the District, the District's Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers.

B. General Liability Insurance.

1. Coverage shall be on Occurrence form (ISO CG 00 01 or equivalent) covering

all operations by or on behalf of A-E and not excluding coverage for:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Contractual Liability insuring the obligations assumed by the A-E in this Agreement and any Service Order issued hereunder
- d. Broad Form Property Damage (including Completed Operations)
- e. Explosion, Collapse, Subsidence, and Underground Hazards
- f. Personal Injury Liability

2. Commercial General Liability Limits shall not be less than:

\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury & Property Damage)

\$1,000,000 Personal Injury Liability Each Occurrence

\$2,000,000 Aggregate for Products and Completed Operations

\$2,000,000 General Aggregate

3. Commercial General Liability policy shall name the District, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers as additional insureds, providing coverage for the A-E's ongoing operations as well as completed operations for the period of time the Additional Insureds may be legally held liable for A-E's work, and shall waive subrogation rights against same. Coverage shall apply on a primary and non-contributory basis and any insurance, self-insurance, or Memorandum of Liability Coverage maintained by the District shall not be called upon to contribute to any loss.

C. Commercial Automobile Liability. Insurance policy (ISO CA 00 01 or equivalent) covering Bodily Injury, Property Damage and Contractual Liability coverage for "Any Auto" (Symbol 1) which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with combined single limit of not less than \$1,000,000. Said policy shall name the District, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers as additional insureds on a primary and non-contributory basis and shall waive subrogation rights against same.

D. Not Used.



E. Professional Liability. As a condition precedent to A-E performing any operations under the Agreement, A-E shall obtain at its own expense Professional Liability (Errors & Omissions) coverage to protect, defend, and hold harmless the District and its officers, officials, directors, trustees, agents, employees and volunteers from all claims arising out of the professional services provided by A-E under this Agreement, including any Service Order issued hereunder. This policy shall also provide coverage for the acts and omissions of the A-E's entire design team for any Service Order. A-E's policy shall have limits of not less than [\$2,000,000 for projects under \$10,000,000] [\$5,000,000 for projects over \$10,000,000] per claim and shall agree to waive all rights of subrogation against the District, the Construction Manager, and any other District Consultants, and each of their officers, officials, directors, trustees, agents, employees and volunteers. A-E shall maintain coverage for this policy and retroactive dates that will continue coverage for a period of at least five (5) years from the completion of the last Service Order issued to it.

F. Subconsultant's Insurance.

With the exception of Professional Liability (E&O) policy limits as required below, A-E shall require each and every subconsultant to maintain insurance coverages commensurate with that which is required of the A-E in this Article 16 and shall incorporate these insurance requirements into each subconsultant agreement. This includes, but is not limited to, the Additional Insured and Waiver of Subrogation provisions.

In addition, on projects that are not covered by a primary project-specific Professional Liability Insurance policy, subconsultants that have any element of design responsibility must carry Professional Liability Insurance in the amount of at least \$1,000,000 per claim. Where a primary project-specific policy is required or provided, subconsultants are not required to maintain Professional Liability insurance in connection with the Project.

A-E shall not allow any subconsultant to commence work on its Subcontract until the subconsultant has provided A-E with Certificates of Insurance and applicable endorsements as well as the signed statement acknowledging compliance with Section 3700 of the Labor Code, as required in Paragraph A of this Article 16. It shall be the responsibility of A-E to ensure that all subconsultants comply with this provision, and to verify their compliance when requested by the District.

If requested by the District, A-E shall deliver certificates of insurance or copies of the insurance policies and endorsements of all subconsultants; provided, however, that this authority shall not relieve A-E of its obligation to ascertain the existence of such insurance.

## **ARTICLE 17. REPRODUCTION OF DOCUMENTS**

A. A-E shall provide, at no expense to Owner, copies of the preliminary plans and construction documents for the review and approval of Owner at end of schematic design, design development, Construction Document, DSA submittal, and completed and quality-controlled sets for constructability review. Owner's requirement is one (1) reproducible master for each item plus three (3) print sets; state agency requirements to be determined and provided by A-E, including any electronic media in a format acceptable to the agencies.

B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD (most current version) compatible format for drawings, and one (1) copy in the most current version of Microsoft Word for the project manual of the final approved Contract Documents for bidding and construction purposes.

## **ARTICLE 18. RECORD DOCUMENTS**

A. At completion of each Project (or any portion that is constructed as a distinct unit), A-E shall prepare Record Documents and furnish to the Owner one (1) Electronic Copy set of record drawings, one (1) set of electronically marked-up specifications and media showing materials and methods of construction as actually accomplished. The Record Documents shall be prepared by revision of the original drawings using Contractor's and Project Inspector's marked-up record set and any project documents (including but not limited to, Addenda, DSA CCD's, Field Clarifications, Requests for Information, Architect Supplemental Instructions, Construction Change Directives/Contingency Draw Authorizations, and other similar documents) necessary to reflect all changes in the Record Documents and specifications as incorporated into the Project. A-E shall return to Owner the Contractor's and Project Inspector's original marked-up record set (if hard copy used, provide the hard copy along with a scanned copy of same documents) along with the following deliverables:

1. Electronic copy (.pdf) of entire bid set (specifications and drawings, as applicable), including any addenda issued. The electronic copy shall be transmitted electronically to Owner's archives department, though the CM, if any, and shall be sent with a return receipt requested. If A-E does not receive a return receipt or other confirmation of receipt from within two (2) business days of sending the copy, A-E shall follow up to confirm that the files were received.

2. Electronic copy (.pdf) of contractor as-built drawings ("Protection Set"). Prior to scanning, the drawings shall be approved, signed and dated by the Project Inspector. Drawings shall be scanned in color.

- a) The Protection Set shall have proper revision clouds indicating areas that were revised and the source of each revision, e.g., RFI #, AB #, etc.

b) In coordination with the Owner and the CM, verify that all approved project documents (e.g., RFIs, ABs, ASIs, CCD, etc.) are scanned and that each of these documents is consolidated into the appropriate, clearly-marked sub-folder and forwarded to CM, if any, and to Owner's archives department.

c) Files transmitted electronically shall be sent either by e-mail with a return receipt requested or personally delivered to the CM, if any, and to the Owner's archives department. If electronic copies are sent by e-mail and A-E does not receive a return receipt or other confirmation of receipt within two (2) business days of sending the copy, A-E shall follow up to confirm that the files were received.

3. One electronic copy of Record Documents to the following standards, delivered on CD-R:

- a) Drawing standards such as linetypes, lineweights, fonts and symbols shall be consistent with the DSA approved set;
- b) Include text "Record Drawing" on all sheets;
- c) Remove all revision deltas and clouds on all sheets;
- d) List DSA approval date on all sheets;
- e) List DSA application number on all sheets;
- f) Identify appropriate design team company name on corresponding sheets;
- g) AutoCAD files shall adhere to the following standards:
  - i) Full drawing package in AutoCAD v2010 executable dwg format;
  - ii) Include all fonts and plotting lineweights;
  - iii) Organize dwgs into folders by discipline; and
  - iv) Include all cross-references; and
- h) Complete Specification book(s) with all revised pages inserted.

## **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**

A. Owner acknowledges that the A-E construction documents, including electronic files, are instruments of professional service. Nonetheless, the plans,

specifications, estimates, programs, reports, models, and other material prepared by or on behalf of A-E under this Agreement and any Service Order issued hereunder (collectively the "Documents") shall be and remain the property of Owner, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to Owner on the earlier of (1) sixty (60) days after Owner's Notice of Completion of the Project, or (2) the date of termination of this Agreement or Service Order for any reason prior to final completion of the Project. The Documents may be reproduced and/or used by Owner and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes Owner may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to A-E; provided, however, that if this Agreement or Service Order is terminated for any reason prior to completion of the Project and if under such circumstances Owner uses, or engages the services of and directs another A-E to use, the Documents to complete the Project, Owner agrees to release A-E from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold A-E harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement or Service Order as a result of causes other than the fault or negligence of A-E, or anyone for whose acts it is responsible.

B. Except as otherwise permitted in this Agreement or any Service Order issued hereunder, Owner shall not assign, delegate, sublicense, pledge or otherwise transfer the right to use and re-use the Documents to any other party without the prior written authorization of A-E. However, in addition to the rights to use and re-use the Documents as set forth in this Article 19, Owner shall be permitted to authorize design-builders, lease-leaseback providers, Contractors or any construction subcontractors, equipment suppliers or material suppliers to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.

C. In the event Owner ever desires to construct all or part of another wholly unrelated project which would be essentially identical in design to the Project that is the subject of a Service Order, A-E agrees to permit re-use of its design and the corresponding contract documents, subject to payment to A-E of a fair and reasonable re-use fee.

D. Any unauthorized re-use of the Documents shall be at Owner's sole risk and without liability to A-E. Owner agrees to indemnify and hold harmless A-E and its subconsultants against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.

E. A-E shall not re-use the Documents without the prior written consent of Owner. Any unauthorized re-use of the Documents by A-E shall be at A-E's sole risk and without liability to Owner. A-E agrees to indemnify and hold harmless Owner against any damages, liabilities or costs, including reasonable legal fees and disbursements arising from the unauthorized re-use of the Documents.

## **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION**

A. A/E shall give written notice of any claims arising out of or relating to this Agreement or any Service Order issued hereunder within 72 hours of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth below. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Following receipt of a written notice of claim under subsection (A), the parties shall participate in Direct Negotiation. The Owner also may request Direct Negotiations as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement or Service Order. Direct Negotiation representatives of the parties shall be the Owner's designated representative and the A-E's designated representative. Direct Negotiations will take place at the Project or at another mutually agreeable location, and the Direct Negotiations shall take place as soon as reasonably practical after the request for Direct Negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or other matter arising out of the Agreement. Each party shall document the results of the Direct Negotiation and these documents shall be exchanged between the parties.

C. Mediation. The parties agree that any claim, dispute or controversy not resolved through Direct Negotiation shall be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. If the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a claim, dispute or controversy, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or litigation until the completion of mediation.

D. Arbitration. If a claim remains unresolved after mediation, the claim may, but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial proceeding shall be held in Sacramento County.

E. It is expressly agreed that no mediation or arbitration shall be initiated prior to the completion of the Project or termination of this Agreement or the Service Order, whichever is earlier.

F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions of the California False Claims Act (California Government Code sections 12650 *et seq.*). Submission by A-E of a claim (as the term “claim” is defined in the False Claims Act) to Owner in connection with a Project, whether on its behalf or on behalf of a subconsultant, shall constitute a representation by A-E to Owner that submission of the claim does not in any respect violate the California False Claims Act. Any party with an interest in the claim, including any subconsultant(s), shall certify under penalty of perjury the validity and accuracy of any claimed submitted to Owner, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation Owner might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

### CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief; that submission of the claim to Owner does not violate the California False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: \_\_\_\_\_

Company \_\_\_\_\_

By \_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Signature

### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement and all Service Orders issues hereunder shall be binding upon Owner and its successors and upon A-E, its partners, successors, executors, and administrators. Neither this Agreement, nor any Service Order, nor any monies due or to become due thereunder, may be assigned by A-E without the consent and approval of Owner.

### **ARTICLE 22. INDEMNITY**

A. A-E shall, with respect to all work which is covered by or incidental to this Agreement or Service Order issued hereunder, defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively “Owner”), from and against any and all liens and claims asserted by firms or individuals claiming through A-E, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys’ fees,

expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of A-E. A-E's duty shall include the duty to defend the indemnitees as required by Civil Code sections 2778 and 2782.8. A-E shall be obligated to indemnify Owner to the extent that the claims against Owner arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of A-E. A-E shall not be obligated under this Agreement or any Service Order to indemnify Owner to the extent that the damage is caused by the active or sole negligence or willful misconduct of Owner or its agent or servants other than A-E.

B. A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action, or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights which may be made against Owner by reason of the use in connection with or as a part of the Project anything which is now or may hereafter be covered by patent, copyright, trademark, or other intellectual property rights, and also against all expenses, including attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any such claim, suit, or action.

C. In no event shall A-E's cost to defend exceed A-E's proportionate percentage of fault. However, notwithstanding the foregoing sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, A-E shall meet and confer with the other parties regarding the unpaid defense costs.

D. Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees and subconsultants (collectively "A-E") from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by Owner's negligent acts, errors or omissions in the performance of its obligations under this Agreement or any Service Order issued hereunder. Owner's duty shall include the duty to defend the indemnitees as required by Civil Code section 2778. However, Owner shall not be obligated under this Agreement or any Service Order to indemnify A-E to the extent that the damage is caused by the negligence, recklessness, or willful misconduct of A-E or its agents or servants other than Owner.

E. A-E and Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

F. The acceptance by Owner or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or remedy otherwise available by law.

## **ARTICLE 23. ADDITIONAL PROVISIONS**

A. The furnishing of available as-built drawings of existing structures is the responsibility of Owner.

B. Environmental Impact Reports and/or similar studies are not included in this Agreement and, if required, will be specified in the Service Order and paid for by Owner.

## **ARTICLE 24. FINGERPRINTING**

Education Code Section 45125.1 shall apply to this Agreement unless expressly excluded by any Service Order. The District administrator initiating and/or responsible for this Agreement shall, pursuant to section 45125.1 and District policy and guidelines, determine whether fingerprinting is required of A-E and/or its employees prior to issuing any Service Order. Once such determination is made, the administrator shall verify his/her determination on the signature page of the Service Order. If the Administrator concludes fingerprinting is required, the following shall apply:

A. The A-E shall, prior to commencement of work pursuant to the Service Order, require any person affiliated with A-E (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised access to school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, A-E will so certify by signing and submitting the A-E Certification attached as Exhibit E and incorporated by reference. In addition, A-E shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit F. Any person whose name is not on the cleared list may not have such access. In that case, A-E must make arrangements with District for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses.

B. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by A-E, shall constitute grounds for termination of this Agreement.

## **ARTICLE 25. ENTIRE AGREEMENT**

A. All of the agreement between the parties is included herein, except to the extent that work on specific Projects will be initiated by Service Order hereunder. No warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed hereon in writing, and no charges or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as the Agreement.

B. Neither amendments to nor modifications of this Agreement, nor of any Service Order, shall be effective unless signed by officials of A-E and Owner having



authority equal to or greater than that of the officials signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants contained herein.

**[Architect]**

**Roseville Joint Union High School District**

By: \_\_\_\_\_  
[A-E's Authorized Representative]  
(Please print)

By: \_\_\_\_\_  
[Name]

Its: [Position]

\_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
[Name]

\_\_\_\_\_  
(Signature)

Its: [Position]

**[Address, Telephone, Fax and Tax ID #]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

**Exhibit A**

**SERVICE ORDER**

**Contract Agreement Between**

**Roseville Joint Union High School District and [Architect]**

This Service Order, issued in accordance with Contract No. \_\_\_\_\_ (“Agreement”), authorizes and directs A-E to perform Basic Services [as defined in the Agreement] OR [as set forth in this Service Order] in connection with the \_\_\_\_\_ project (“Project”) at [School name]. The Roseville Joint Union High School District intends to issue [an invitation for bids] [a request for proposals for lease-leaseback services] for the Project no later than [date].

Project Location: \_\_\_\_\_

Project Budget: \$ \_\_\_\_\_

Construction Budget: \$ \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Required Additional Services: \_\_\_\_\_

Revisions to Basis Services: \_\_\_\_\_

Schedule: [To be Attached]

Compensation: \_\_\_\_\_

Additional Authorized Reimbursable Expenses: \_\_\_\_\_

**Department of Justice (DOJ) Fingerprinting:**

Required

Not Required

Date Received: \_\_\_\_\_

Date: \_\_\_\_\_

**Roseville Joint Union High School District**

By: \_\_\_\_\_  
[Person]

Its: [Position]

Contract Amount: \_\_\_\_\_

By: \_\_\_\_\_  
[Person]

Its: [Position]

**Exhibit B**

**FEE PROPOSAL**

**Contract Agreement Between  
Roseville Joint Union High School District and [Architect]**

**INSERT FROM STATEMENT OF QUALIFICATIONS**

**Exhibit C**

**Reserved**

## Exhibit D

### RESPONSIBILITY MATRIX

[Subject to Change in a Service Order]

Contract Agreement Between

Roseville Joint Union High School District and [Architect]

	OWNER	Project Manager	Const. Manager	A/E	P.I.	G.C.
<b>Pre-Design Phase</b>						
Identification and prioritization of projects	Primary					
Conduct project integration exercise	Primary	Assists				
Identify primary design professional	Primary	Assists				
Prepare primary design professional contract	Primary	Assists				
Provide existing record drawings	Primary	Assists				
Provide detailed written educational program	Primary	Assists		Assist		
Initiate detailed scope development	Primary	Assists		Assist		
Develop detailed written scope for project	Primary	Assists		Assist		
Provide District Master Specifications & Design Stds.	Primary	Assists		Assist		
Provide priorities for use of available funding	Primary	Assists				
Conduct limited programming exercise at sites which have additional funding	Primary	Assists				
Prepare base drawings	Review Assists	Review		Primary		
Initiate discussions with District M&O staff regarding existing conditions		Assists		Primary		
	OWNER	Project Manager	Const. Manager	A/E	P.I.	G.C.
Conduct site investigations to gather data on existing conditions	Facilitate	Assists		Primary		
Investigate DSA status of construction not shown on record drawings	Assists	Assists		Primary		

Provide available data on hazardous material	Primary	Assists				
Develop initial construction budget based on complete project scope	Assists		Assists	Primary		
<b>Design Phase</b>						
Prepare schematic design drawings		Review		Primary		
Review schematic design drawings	Assists	Primary				
Prepare design development drawings and specifications		Review		Primary		
Review design development drawings and specifications	Assists	Primary	Assists		Assists	
Preparation of final construction documents (Excluding front end docs)		Assists		Primary		
Preparation of front end documents	Primary	Assists				
Review of final construction documents	Assists	Primary	Assists		Assists	
Cost estimating and budget tracking	Assists	Assists		Primary		
Maintaining document production schedule		Assists		Primary		
Preparation of State funding application documents	Primary	Assists		Assists		
All required reviews by DSA		Assists		Primary		
Quality Control and coordination of documents		Primary	Assists	Primary		
Third party review for QC and coordination of documents		Primary	Assists			
Incorporation of DSA back check comments		Assists		Primary		
Packaging bid documents	Assists	Primary	Assists	Assists		
Submittal of documents to State funding agency	Assists	Primary		Assists		
Tracking of State funding status	Primary					
<b>Bid &amp; Award Phase</b>						
Reproduction and distribution of bid documents		Assists	Primary			
Contractor marketing	Assists	Assists	Primary	Assists		
	<b>OWNER</b>	<b>Project Manager</b>	<b>Const. Manager</b>	<b>A/E</b>	<b>P.I.</b>	<b>G.C.</b>
Pre-bid meeting	Assists	Assists	Primary	Assists	Assists	
Addenda			Assists	Primary		
Bid opening	Primary	Assists	Assists			
Recommendation for award	Primary	Assists	Assists			
Preparation of State funding post-bid documents	Primary	Assists				

Draft and issue contracts	Primary					
Review insurance and bonds	Primary					
Issue notice of intent to award	Primary	Assists				
Issue notice to proceed	Primary		Assists			
<b>Construction Phase</b>						
Schedule review		Assists	Primary			
Submittal review			Assists	Primary		
Issuance of Architects Instructional Bulletins			Assists	Primary		
Issuance of Requests for Proposal			Primary			
Issue proposed change orders						Primary
Approval of PCO	Primary	Assists	Assists	Assists		
Issue Construction Change Directive	Assists	Assists	Primary	Assists		
Change order approval	Primary	Assists	Assists	Assists		
Change orders and cost issues	Assists	Assists	Primary	Assists		
Issue request for information						Primary
Respond to RFI			Assists	Primary		
Address all technical issues	Assists		Assists	Primary		
Oversee construction quality	Assists		Assists	Assists	Primary	
Carry out work on schedule			Monitor			Primary
Prepare progress payment application w/ schedule of values						Primary
Review as-built drawings			Assists		Primary	
Review progress payment applications			Primary	Assists	Assists	
Interface with staff at occupied site	Primary		Assists			
Hazardous material inspection	Primary					
Coordinate moving of staff	Primary		Assists			
Construction cleanup			Monitors			Primary
Means, methods and materials						Primary
DSA required reports			Assists	Primary	Primary	Primary
Punch list preparation	Assists		Assists	Primary	Assists	
Punch list work completion			Monitor		Monitor	Primary
Punch list clearance			Assists	Primary	Assists	
DSA closeout documents			Assists	Primary	Assists	Assists
State funding closeout documents	Primary		Assists	Assists		
Contract closeout documents	Reviews		Reviews	Reviews		Primary
	<b>OWNER</b>	<b>Project Manager</b>	<b>Const. Manager</b>	<b>A/E</b>	<b>P.I.</b>	<b>G.C.</b>
Review check-list for completeness	Assists	Primary	Assists	Assists		
Record documents			Assists	Drafts	Reviews	Assists
Warranty inspection	Primary	Assists	Assists			

**Exhibit E**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

**[Subject to Change in a Service Order]**

**Contract Agreement Between  
Roseville Joint Union High School District and [Architect]**

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## EXHIBIT "E"

### RESPONSIBILITIES AND SERVICES OF A-E

A-E shall provide all professional services necessary for completing the following:

#### A. GENERAL

A-E agrees to provide the services described below and in the Agreement:

1. A-E shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by A-E under the Agreement, as well as coordination with all Master plans, studies, reports and other information provided by Owner. In creating deliverables hereunder, the A-E also shall comply with the Owner's current Design Standards. A-E shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services or deliverables, including without limitation any failure to accurately represent the Owner's Design Standards in the Construction Documents.
2. **Project Construction Cost**
  - a. A-E shall have responsibility to further develop, review, and reconcile the Project Construction Cost within the parameters of the Construction Budget established for the Project. The Construction Budget is stated in the Service Order. The estimates forming the basis of the Project Construction Cost are to be based on the developed functional Architectural programs as approved by the Owner. The following conditions apply to the Project Construction Cost prepared by the A-E:
    - (i) All cost estimates are to be based on current bid prices, with escalation rate and duration clearly identified on a separate line item. The escalation rate line item shall incorporate all escalation adjustments based on an industry-standard cost index, to the mid-point of construction. Projected bid and construction dates are to be as approved by the Owner.
    - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.), and summarized by the Construction Specification Institute (CSI) categories, unless otherwise directed by Owner.

- (iii) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) The A-E shall include all information and estimates from the Owner and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) The Project Construction Cost shall be submitted as part of the estimates required under Article 2.D. The A-E shall submit its proposed Project Construction Cost to the Owner and the Construction Manager, if any, for review, comment, requests for further development or reconciliation to the Construction Budget, and approval.
  - (vi) Mechanical, electrical, low voltage, civil, landscape and estimating consultant(s) shall participate in the progress meetings as appropriate and shall provide input and feedback into the development and revisions of the Construction Cost Budget.
- b. The Project Construction Cost must not exceed the Owner's Construction Budget for the Project. The accuracy of the Project Construction Cost shall be the responsibility of the A-E.
3. **Meetings.** Throughout its performance of the Agreement, A-E shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below or in the Agreement.
4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. A-E is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The Owner shall procure furnishings and moveable equipment.
5. **Mandatory Assistance**
- If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the Owner's request, the A-E agrees to assist in resolving the dispute or litigation. The A-E's assistance includes, but is not limited to, making its agents, officers, employees, and subconsultants available for professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The Owner will compensate the A-E for fees incurred for providing

Mandatory Assistance in accordance with Article 3.F.8.b, *except that*, if the third party dispute or litigation is found to be attributable, in whole or in part, to the acts or omissions of the A-E, its agents, officers, subconsultants and/or employees, then the A-E shall reimburse the Owner for all fees paid to the A-E for Mandatory Assistance.

## **B. PRE-DESIGN AND START-UP SERVICES**

### **1. Project Initiation**

In accordance with Article 14 of the Agreement, the A-E shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in the Service Order for the Project and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the Owner's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of each Project. A-E shall also identify Project milestone activities and/or dates, specific task responsibilities, required completion times necessary for the review and approval by the Owner and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the Owner and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2. Development of Architectural Program**

The A-E shall prepare for the Owner's review an Architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which each Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to each Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by Owner.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

- d. Based on survey and topography data provided by the Owner, input into the computer and develop an existing conditions base for the Schematic Design Phase.
  - e. Administer the Project as required to coordinate work with the Owner and between subconsultants.
3. **Presentation**  
A-E, along with any involved consultant(s), shall present and review with the Owner and, if directed, with the Owner's governing board, the summary and detail of work reflected in the scope of work list and work plan, including two dimensional renderings of any proposed facility suitable for public presentation.
4. **Deliverables and Numbers of Copies**  
A-E shall provide to the Owner three (3) hard copies and one (1) electronic copy of all deliverables required in this Phase, including without limitation:
- a. Copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations).
  - b. Copies of Site Plan.
  - c. Copies of revised Construction Cost Budget.
  - d. Copies of final Schedule of Work;
  - e. Copies of Meeting Reports/Minutes from Kick-off and other meetings
  - f. Copies of renderings provided to Owner for public presentation.

## **C. SCHEMATIC DESIGN PHASE**

Upon Owner's acceptance of the Pre-Design and Start-Up Services deliverables, A-E shall perform the Schematic Design Phase in accordance with Article 3.A of the Agreement, including the following:

- 1. Update the scope of work list and work plan prepared in the Pre-Design phase, as necessary and subject to Owner's approval.

## 2. **Architectural**

- a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
- b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
- d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
- e. Identify code requirements, include occupancy classification(s) and type of construction.

## 3. **Structural**

- a. Lay out structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
- b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.

## 4. **Mechanical**

- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected systems on drawings as follows:
  - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - (iii) Schematic piping.

(iv) Temperature control zoning.

d. Provide design criteria to include the intent base of design for each Project.

**5. Electrical**

a. Calculate overall approximate electrical loads.

b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on each Project site.

c. Show system(s) selected on drawings as follows:

(i) Single line drawing(s) showing major distribution system.

(ii) Location and preliminary sizing of all major electrical systems and components including:

(A) Load centers.

(B) Main panels.

(C) Switch gear.

d. Provide design criteria to include the intent base of design for each Project.

**6. Civil**

a. Develop on- and off-site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

c. Coordinate finish floor elevations with Architectural site plan.

**7. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**8. Specifications**

Prepare outline specifications of proposed Architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. A-E is to use Owner's standardized equipment/material list for new construction and modernization in development of each Project design and specifications. A-E shall coordinate the specifications with Division 0 and 1 documents supplied by Owner.

**9. Project Construction Cost**

Revise the Project Construction Cost for each Project. Along with the conditions previously identified herein and identified in the Agreement, the following conditions apply to the revised Project Construction Cost:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate each Project's building cost from site and utilities cost. A-E shall submit to the Owner the cost estimating format for prior review and approval.
- c. The revised Project Construction Cost may include design contingencies of no more than ten percent (10%) in the cost estimates.

**10. Deliverables and Numbers of Copies**

A-E shall provide to the Owner three (3) hard copies and one (1) electronic copy of all deliverables required in this Phase, including without limitation:

- a. Updated Project Construction Cost.
- b. Meeting Reports/Minutes.
- c. Schematic Design Package with alternatives.
- d. A statement indicating changes made to the Architectural Program

and Schedule.

- e. DSA file, including all correspondence and meeting notes to date, or notification in writing that A-E has not met or corresponded with DSA.

11. **Presentation:** A-E shall present and review with the Owner and/or the Board of Education the detailed Schematic Design.

12. **Revisions:** The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Project Construction Cost has been accepted and approved by the Owner, at no additional cost to the Owner.

#### **D. DESIGN DEVELOPMENT DOCUMENT PHASE**

Upon Owner's acceptance of the Schematic Design deliverables, A-E shall perform the Design Development Document Phase in accordance with Article 3.B of the Agreement. The Design Development Phase Documents shall include the following for each proposed system within A-E's scope of work:

1. Update the scope of work list and work plan, as necessary and subject to Owner's approval.
2. **Architectural**
  - a. Scaled, dimensioned floor plans with final room locations including all openings.
  - b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
  - c. Identification of all fixed equipment to be installed in contract.
  - d. Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - e. Preliminary development of details and large scale blow-ups.
  - f. Legend showing all symbols used on drawings.
  - g. Floor plans identifying all fixed and major movable equipment and furniture.
  - h. Further refinement of Outline Specification for Architectural, structural, mechanical, electrical, civil and landscape manuals,



systems and equipment.

- i. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

### **3. Structural:**

- a. Structural drawing with all major members located and sized.
- b. Establish final building and floor elevations.
- c. Preliminary specifications.
- d. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

### **4. Mechanical**

- a. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- b. Major mechanical equipment should be scheduled indicating size and capacity.
- c. Ductwork and piping should be substantially located and sized.
- d. Devices in ceiling should be located.
- e. Legend showing all symbols used on drawings.
- f. More developed Outline Specifications indicating quality level and manufacture.
- g. Control Systems to be identified.

### **5. Electrical**

- a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

- b. All major electrical equipment should be scheduled indicating size and capacity.
- c. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- d. Legend showing all symbols used on drawings.
- e. More developed and detailed Outline Specifications indicating quality level and manufacture.

**6. Civil**

- a. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

**7. Landscape**

Further refine Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

**8. Project Construction Cost**

Revise the Project Construction Cost for each Project. Along with the conditions previously identified herein and identified in the Agreement, the following conditions apply to the revised Project Construction Cost:

- a. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

**9. Deliverables and Numbers of Copies**

A-E shall provide to the Owner three (3) hard copies and one (1) electronic copy of all deliverables required in this Phase, including without limitation:

- a. Design Development drawing set from all professional disciplines necessary to deliver the Project.
- b. Specifications.
- c. Revised Project Construction Cost.
- d. DSA file, including all correspondence and meeting notes to date, or notification in writing that A-E has not met or corresponded with DSA.
- e. The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Project Construction Cost has been accepted and approved by the Owner, at no additional cost to the Owner.

**10. Presentation:** A-E shall present and review with the Owner and/or the Board of Education the Design Development Documents.

**11. Revisions:** The Design Development Documents shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the Owner, at no additional cost to the Owner.

**E. CONSTRUCTION DOCUMENTS PHASE**

Upon Owner’s acceptance of the Design Development Document deliverables, A-E shall perform the Construction Document Phase in accordance with Article 3.C of the Agreement. The Construction Documents shall include the following for each proposed system within A-E’s scope of work:

**1. Construction Documents (“CD”) 50% Stage:**

**a. Architectural**

- (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

- (iii) Architectural details and large blow-ups started.
- (iv) Well-developed finish, door, and hardware schedules.
- (v) Site utility plans started.
- (vi) Fixed equipment details and identification started.
- (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

**b. Structural**

- (i) Structural floor plans and sections with detailing well advanced.
- (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- (iii) Completed cover sheet with general notes, symbols and legends.

**c. Mechanical**

- (i) Mechanical calculations virtually completed with all piping and ductwork sized.
- (ii) Large scale mechanical details started.
- (iii) Mechanical schedule for equipment substantially developed.
- (iv) Complete design of Emergency Management System (“EMS”).”

**d. Electrical**

- (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
- (ii) Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
- (iii) All electrical equipment schedules started.
- (iv) Special system components approximately located on plans.
- (v) Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

**e. Civil**

All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.

**f. Landscape**

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

**g. Project Construction Cost**

- (i) Revise the Project Construction Cost for each Project. Along with the conditions previously identified herein and identified in the Agreement, A-E shall update and refine the Design Development Phase revisions to the Project Construction Cost. A-E shall provide a Project Construction Cost sorted by each Project Bid Package.
- (ii) At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

**h. Specifications**

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of each Project.

- (i) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (B) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400
- (ii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the Owner and only with Owner's prior approval, or as required by Owner's Design Standards.
- (iii) Specifications shall be in CSI format.

**i. Deliverables and Numbers of Copies**

A-E shall provide to the Owner three (3) hard copies and one (1) electronic copy of all deliverables required in this Phase, including without limitation:

- (i) Working drawings
- (ii) Specifications
- (iii) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes.
- (iv) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Project Construction Cost. If no design changes occur, but shifts of costs occur between disciplines, identify such shifts for Owner review.

**j. Presentation:** A-E shall present and review with the Owner and/or the Board of Education the 50% Construction Documents.

**k. Revisions:** The 50% Construction Documents shall be revised within the accepted program parameters until a final concept within the accepted Project Construction Cost has been accepted and approved by the Owner, at no additional cost to the Owner.

**2. Construction Documents – 100% / Completion Stage:**

**a. Architectural**

- (i) Completed site plan.
- (ii) Completed floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed.
- (iv) Finish, door, and hardware schedules completed, including all details.
- (v) Site utility plans completed.
- (vi) Fixed equipment details and identification completed.
- (vii) Reflected ceiling plans completed.

**b. Structural**

- (i) Structural floor plans and sections with detailing completed.
- (ii) Structural calculations completed.

**c. Mechanical**

- (i) Large scale mechanical details complete.
- (ii) Mechanical schedules for equipment completed.
- (iii) Completed electrical schematic for environmental cooling and exhaust equipment.
- (iv) Complete energy conservation calculations and report.

**d. Electrical**

- (i) Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
- (ii) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- (iii) All electrical equipment schedules completed.
- (iv) Special system components plans completed.
- (v) Electrical load calculations completed.

**e. Civil**

All site plans, site utilities, parking and roadway systems completed.

**f. Project Construction Cost**

- (i) Revise the Project Construction Cost for each Project. Along with the conditions previously identified herein and identified in the Agreement, A-E shall update and refine the 50% Construction Documents Phase revisions to the Project Construction Cost.
- (ii) At this stage of the design, the Project Construction Cost shall not include any design contingencies in excess of the cost estimates.
- (iii) The final Project Construction Cost shall be consistent with the Construction Budget in the Service Order.

**g. Specifications**

- (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of each Project.
- (ii) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the Owner and only with Owner's prior approval, or as required by Owner's Design Standards.
- (iv) Coordination of the Specifications with specifications developed by other disciplines.
- (v) Specifications shall be in CSI format.

**h. Constructability Review**

The Owner shall conduct a construction review of the Construction Documents, which may include a third-party peer review. A report shall be given to the A-E who shall make all necessary changes, at no cost to Owner, along with providing written comments for each item listed in the report to Owner within Fourteen (14) days of receipt of the constructability review. This process may be an iterative process, in which the Owner may review A-E's changes and comments and return the Construction Documents to A-E for further necessary revisions. All necessary revisions must be complete prior to obtaining DSA approval of the documents.

**i. Deliverables and Numbers of Copies**

A-E shall provide to the Owner three (3) hard copies and one (1) electronic copy of all deliverables required in this Phase, including without limitation:

- (i) Working drawings
- (ii) Specifications
- (iii) Engineering calculations



- (iv) Revised Project Construction Cost
- (v) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes
- (vi) DSA file including all correspondence, meeting, back check comments, checklists to date
- (vii) A statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Project Construction Cost. If no design changes occur but shifts of costs occur between disciplines, identify for Owner review.

**3. Construction Documents (CD) Final Back-Check Stage**

- a. The Construction Documents final back-check stage shall be for the purpose of the A-E incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the A-E during this stage shall be at no additional cost to the Owner.
- b. The final contract documents delivered to the Owner upon completion of the A-E's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original tracings of all drawings on A-E's tracing paper with each A-E/consultant's State license stamp.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. A-E shall update and refine the consultants' completed Construction Documents.

**F. BIDDING PHASE**

Upon receipt of all required approvals and Owner's acceptance of the Construction Documents deliverables, A-E shall perform the Bidding Phase in accordance with Article 3.E of the Agreement. In addition to the bid and award phase tasks set forth in Article 3.E of the Agreement, the A-E shall perform Bidding Phase services for Owner as follows:

- 1. Contact potential bidders and encourage their participation in each Project, if requested by Owner.
- 2. Coordinate and confer with Owner on the development of the bidding procedures and the construction contract documents.

3. While each Project is being advertised for bids, all questions concerning intent shall be referred to the Owner for screening, and may be referred to A-E for input.
4. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the A-E for decision by the Owner as to the response required. Corrective action may be in the form of an addendum prepared by the A-E and issued by the Owner.
5. Attend pre-bid meeting.
6. Coordinate with subconsultants.
7. Respond to Owner questions and clarifications.
8. Upon completion of the Bidding Phase, A-E shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. A-E shall supply Owner with one (1) complete, reproducible set of plans and specifications marked as a Conforming Set, and one (1) electronic copy.

## **G. CONSTRUCTION PHASE**

Upon Owner's award of one or more construction contracts for the Project(s), the A-E shall perform Construction Administration Phase services for the Owner as specified in the Agreement and as follows:

1. During construction, the A-E shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting Construction Documents and for change orders. The Owner shall request these drawings from the A-E, which drawings shall be at no additional cost unless designated as Extra Services by the Owner. A-E shall submit the original tracing(s) and/or drawings and contract wording for change orders to the Owner for duplication and distribution.
2. **Submittals**

Any required A-E action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of each Project or in the work of separate contractors, while allowing sufficient time in the A-E's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from its receipt by the A-E. A-E's response to each submittal shall be a substantive and acceptable response. This 14-day time period shall not include time when a submittal is within the Owner's control or if the submittal is being

reviewed by DSA. In no way does this provision reduce the A-E's liability if it fails to prepare acceptable documents.

### **3. RFIs**

During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed three (3) calendar days from the receipt by the A-E. A-E's response to each RFI shall be a substantive and acceptable response. This 3-day time period shall not include time when a submittal is within the Owner's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the A-E's liability if it fails to prepare acceptable documents.

- 4.** On the basis of on-site observations in accordance with Agreement Article 3.F.4, the A-E shall keep the Owner informed of the progress and the quality of the work, including submitting any written reports of its observations to Owner. A-E also shall endeavor to guard the Owner against defects and deficiencies in the work. A-E shall notify the Owner in writing of any defects or deficiencies in the work by any of the Owner's contractors that the A-E may observe. However, the A-E shall not be a guarantor of the contractor's performance.
- 5. As-Built Documents** A-E shall review and evaluate for Owner, the contractor(s)' recorded changes which the contractor(s) should prepare and submit as As Built Documents. These reviews shall be done each month, prior to progress payment approval. As-Built Documents are documents that show changes made during the construction project, including changes necessitated by change orders, and recorded by the Owner's construction contractor(s) on a Conforming Set.
- 6. Record Documents.** The A-E shall prepare and submit Record Documents in accordance with Agreement Article 18.
- 7. O&M Manuals / Warranties.** A-E shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 8.** A-E shall also provide, at the Owner's request, Architectural/engineering advice to the Owner on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction, either prior to or following the acceptance of the contractor's work.

9. Recommendations of payment to the contractor(s) by A-E constitute A-E's representation to the Owner that work has progressed to the point indicated to the best of A-E's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

**10. Close Out**

- a. As the Construction Phase progresses, the A-E shall perform close out services for the Owner, as required, including without limitation:
  - (i) A-E shall review each Project and observe the construction as required herein and in the Agreement to determine when the contractor has completed the construction of each Project. In accordance with the requirements of the construction contract(s), the A-E shall prepare punch lists of items that remain in need of correction or completion.
  - (ii) A-E shall review all close out documents and recommend to the Owner whether the documents are adequate.
  - (iii) A-E shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of each Project.
  - (iv) A-E shall obtain all required DSA approval on all construction change documents and any Field Trip notes issued by DSA during site visits.
  - (v) A-E shall prepare a final verified report for each Project.
  - (vi) A-E shall prepare a set of Record Documents for each Project as required in Agreement Article 18.
  - (vii) A-E shall coordinate all Services required to close-out the design and construction of each Project with the Owner and between consultants.
  
- b. Ownership of certain Project documents is governed by Agreement Article 19. To the extent not addressed therein or otherwise protected by copyright law, all other Project documents shall be the sole property of the Owner.

**H. MEETINGS / SITE VISITS / WORKSHOPS**

1. A-E shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops, site visits, and workshops as indicated below. A-E shall chair, conduct and take minutes of all coordination meetings during the entire design phase with its consultant(s). A-E shall invite the Owner and/or its representative to participate in these meetings. A-E shall keep a separate log to document design/coordination comments generated in

these meetings.

## **2. General Meeting, Site Visit, and Workshop Requirements**

- a. A-E shall always be prepared to answer questions and issues from Owner staff, site staff, potential bidders, and/or contractors, as applicable.
- b. A-E shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of each Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the Owner and/or its representative for inclusion in the overall Project documentation.
- c. As required, A-E shall provide at no additional cost to the Owner copies of all documents and other information needed for, or otherwise documenting, each meeting, site visit, and workshop.
- d. Each meeting may last up to three (3) hours and shall be held at the Owner's office or at a Project site, unless otherwise agreed.

## **3. Meetings During Project Initiation Phase**

Within the first week following execution of the Agreement, the A-E shall participate in one Project kick-off meeting per site to determine each Project intent, scope, budget and timetable, which shall encompass the following:

- a. The A-E, its appropriate consultant(s), and Owner staff, shall attend the meeting.
- b. Each Project kick-off meeting will introduce key team members from the Owner and the A-E to each other, addressing roles and responsibilities relative to each Project.
- c. During this meeting, the A-E shall:
  - (i) Identify and review pertinent information and/or documentation necessary from the Owner for the completion of each Project.
  - (ii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of each Project.
  - (iii) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

- (iv) Review documentation of each Project kick-off meeting prepared by the Owner's representative and comment prior to distribution.

#### **4. Initial Site Visits**

A-E shall visit each Project site to complete a visual inventory and documentation of the existing conditions, including as specified in Agreement Article 3.A.1 and .2.

#### **5. Meetings During Architectural Program**

- a. A-E shall participate in one to two public community information site meetings, per site, to receive input from the community regarding its wishes and expectations regarding the design of A-E's work on each Project and the schedule of use of the sites during construction.
- b. A-E shall conduct necessary site visits with the Owner's facilities team to gather information from Owner facilities team and site personnel, and shall make a visual presentation regarding each Project.
- c. A-E and all subconsultant(s), including without limitation A-E's estimating consultant, shall participate in one or more meetings with Owner to provide input and feedback into the development of the Construction Cost Budget.

#### **6. Meetings During Schematic Design Phase**

- a. Within the first two weeks following the start of the Schematic Design Phase, A-E shall conduct one design workshop, per site, with the Owner's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The Owner may, at its discretion, allow the A-E to proceed with this meeting without using CADD. This workshop may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the A-E's preliminary design. This workshop shall include the following:
  - (i) A-E shall designate its team member duties and responsibilities;
  - (ii) A-E and Owner shall review Owner goals and expectations;
  - (iii) Owner shall provide input and requirements;
  - (iv) A-E and Owner shall review Project scope and budget, including the Construction Cost Budget and the Construction

Budget;

- (v) Prepare and/or revise the scope of work list and general workplan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - (vi) Establish and agree regarding methods to facilitate the communication and coordination efforts for each Project.
- b. A-E shall schedule regular meetings with Owner every two to four weeks, at Owner's discretion, to update Owner on progress.

## **7. Meetings During Design Development Phase**

- a. A-E shall schedule regular meetings with Owner every two to four weeks, at Owner's discretion, to update Owner on progress of the Design Development package.
- b. Value Engineering Workshop: A-E shall conduct a value engineering workshop, if requested by the Owner, including all of A-E's consultant(s), the Owner, and the Construction Manager during the Design Development Phase. This workshop may include several meetings.
- c. At the time designated for completion of the Design Development package, A-E shall conduct one meeting, per package of submittal, with the Owner to review the following:
  - (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
  - (ii) A-E and Owner shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

## **8. Meetings During Construction Documents Phase**

- a. Throughout the Construction Documents Phase, A-E shall schedule regular meetings with Owner every two to four weeks, at Owner's discretion, to update Owner on progress of the Construction Documents.
- b. Immediately prior to beginning work on the Construction Document Phase, A-E shall conduct one meeting, per package of submittal, with the Owner to revise the Design Development package and receive comments.
- c. At the time designated for fifty percent (50%) completion of the Construction Documents, A-E shall conduct one meeting, per package or submittal, with the Owner to review the following:

- (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
  - (ii) A-E and Owner shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget;
- d. At the time designated for completion of the one hundred percent (100%) Construction Document package, A-E shall conduct one meeting, per package or submittal, with the Owner to review the following:
- (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.
  - (ii) A-E and Owner shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

**9. Meetings During Bidding Phase**

- a. Attend and take part in one pre-bid meeting, per bid solicitation, with all potential bidders, Owner staff, and Construction Manager.
- b. Conduct one kick-off (pre-construction) meeting, per construction contract, with the successful bidder, Owner staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10. Meetings During Construction Administration Phase**

- a. A-E shall visit each Project site in accordance with Agreement Article 3.F.4 and as otherwise requested. A-E may coordinate these site visits so that it observes more than one site on one site visit to the Owner. The time for any meeting(s) that A-E attends to address defects or deficiencies in its design shall not be charged against the monthly hour budget in the Agreement.
- b. A-E shall ensure that its subconsultants' agreements require adequate site visits, and shall ensure that such visits are made.

**11. Citizens' Bond Oversight Committee Meetings**

A-E acknowledges that the design and construction of each Project is subject to oversight by the Owner's citizen bond oversight committee. A-E shall, at the Owner's direction, attend Owner citizen bond oversight committee meeting(s) to address any concerns of the Owner and/or committee. Owner anticipates up to two meetings per year.



**12. Governing Board Meetings (Five (5) meeting(s))**

A-E acknowledges that the Owner's governing board must approve all designs. A-E shall, at the Owner's direction, attend Owner governing board meeting(s) and be available to present the A-E's design and/or discuss project status and questions by the Owner's governing board.

**Exhibit F**

**Contract Agreement Between  
Roseville Joint Union High School District and [Architect]**

**A-E CERTIFICATION**

I, \_\_\_\_\_, on behalf of **[Architect]**, certify that, pursuant to Education Code Section 45125.1 and Article 24 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the **Roseville Joint Union High School District** on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached hereto as Exhibit F is a list of names of the employees or agents of A-E who will be providing services to **Roseville Joint Union High School District** and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the **Roseville Joint Union High School District** of any addition/deletions as they occur.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in \_\_\_\_\_ County, California.

(Seal of business)

By: \_\_\_\_\_  
[A-E's Authorized Representative]  
(Please print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)



