

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, models, specifications and other services, including Collaborative for High Performance Schools (CHPS) program registration and compliance per CHPS guidelines, DSA/OPSC High Performance Incentive (HPI) Grant Program submission, if eligible, and PG&E's Savings By Design rebate incentive program, as applicable, furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, models, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available;
 - 1.2.1. Physical characteristics;
 - 1.2.2. Legal limitations and utility locations for the Project site(s);
 - 1.2.3. Written legal description(s) of the Project site(s);
 - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 1.2.5. Adjacent drainage;
 - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 1.2.9. Surveys, reports, as-built drawings; and
 - 1.2.10. Subsoil data, chemical data as encountered and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient

for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If information is deemed necessary for the project's effective execution, architect shall not proceed with affected project components until required information is secured. Should architect proceed without the required information, and the information when received, causes a change, architect shall make all necessary changes and engage the resources necessary to keep the project on schedule, at no cost to the District. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology and Security Department and/or the District's technology and security consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology and security consultant as appropriate to the level of design completion.
- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.
- 1.5. **District Standards.** Architect and its Consultants shall incorporate into the Work all adopted District product standards for facilities and construction. Architect and its Consultants shall not incorporate any specific products, items, systems, or materials unless allowing an "or equal" item, or if it is a District-adopted sole source product standard.
- 1.6. **Mandatory Assistance.** Except for Claims as defined in this Agreement, 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 District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance"). The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.
- 1.7. **Collaborative for High Performance Schools (CHPS).** If this Project is to be designed to a specific Collaborative for High Performance Schools ("CHPS") standard the Parties shall indicate (by checking the appropriate box) for the specific section that is applicable for this specific Project.

1.7.1. CHPS VERIFIED PLUS HPI INCENTIVE WITH OPSC ELIGIBILITY TRACK



1.7.1.1. Collaborative for High Performance Schools (“CHPS”) Criteria, CHPS Verified Program and State of California High Performance Schools Incentive (HPI) Grant Program. As part of Basic Services, the Architect shall adhere to the District’s CHPS Guidelines, and Owner’s Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for the State of California High Performance Schools Incentive (HPI) Grant Program as eligible as well as the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS and DSA/OPSC HPI review path with District as CHPS and HPI Programs develops, and verify that the District’s project meets the highest possible point score under CHPS Criteria and to maximize HPI grant funding, consistent with the District’s budget.

1.7.1.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District’s CHPS Program Manager to establish the District’s CHPS Guideline goals and identify target credits. The Architect shall be responsible for registering the project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS “Scorecard” and the DSA HPI Scorecard, **OR** the “joint CHPS Verified/HPI scorecard,” as available, with credit documentation, concurrent with each design phase submittal. The status of Project compliance and documentation submitted in relation to CHPS Verified and HPI credits shall be assessed with the District at the end of each phase of the work.

1.7.1.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during each the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 ‘Daylighting,’ shall also be performed at Schematic, and Design Development Phases prior to final Construction Documentation phase analysis reflecting final design incorporating daylighting improvements identified in earlier phases.

The Architect shall assist the District in a timely manner, in preparing applications to DSA and the Office of Public School Construction which shall meet DSA/HPI submission requirements, including calculations demonstrating Acoustic

Performance standards per CHPS guidelines, and all required documentation required to meet CHPS Verified rating and receive funding under the DSA/OPSC High Performance Schools Incentive Grant Program. Final approved HPI, or Joint CHPS Verified/HPI, scorecard indicating points verified, and DSA HPI-1 forms shall be forwarded by the Architect upon receipt to the District's Project Manager and CHPS Program Manager.

1.7.2. CHPS VERIFIED ONLY/ NO OPSC HPI ELIGIBILITY TRACK



1.7.2.1. CHPS Criteria, CHPS Verified Program As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary for Registration and Design and Construction Submissions of the CHPS Verified Program. The Architect shall work with the District and its CHPS Program Manager to confirm CHPS Verified review path and verify that the District's project meets the District's Project Requirements and the District's CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

1.7.2.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall be responsible for registering the project on-line with the CHPS Verified Program, and submitting for design and construction verification according to CHPS Verified Program Guidelines. The Architect shall update the CHPS "Scorecard" with credit documentation, concurrent with each design phase submittal. The status of project compliance and documentation submitted in relation to CHPS Verified credits shall be assessed with the District at the end of each phase of the work.

1.7.2.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, and Design Development Phases prior to final Construction Documentation phase analysis reflecting final design incorporating daylighting improvements identified in earlier phases.

1.7.2.1.3. The Architect shall complete steps as required by the CHPS

Verified Program to achieve a CHPS Verified school project, including calculations demonstrating Acoustic Performance standards per CHPS guidelines are met, and forward electronic pdf copies of all submissions and communications with CHPS, concurrently, to the District's Project Manager and CHPS Program Manager.

1.7.3. **CHPS DESIGNED ONLY/CHPS GUIDELINES / MINOR MODERNIZATION** **NO**
SCOPE ONLY/ NO OPSC HPI ELIGIBILITY TRACK

1.7.3.1. **CHPS Criteria, and CHPS Guidelines** As part of Basic Services, the Architect shall adhere to the District's CHPS Guidelines, and Owner's Project Requirements (OPR) based on incorporating required and voluntary design Criteria of the CHPS—2009 Criteria (or latest version per CHPS Guidelines) into the project. As a part of Basic Services the Architect shall complete all documentation and submission requirements necessary to self-certify the school project as 'CHPS Designed' according to the CHPS Designed Program and transmit the documentation to the District for its potential future submission to the CHPS Verified Program. The Architect shall work with the District and CHPS Program Manager to verify that the District's project meets the Owner's Project Requirements and CHPS Guideline goals for a CHPS Verified school project consistent with the District's budget.

1.7.3.1.1. The Architect and Consultants shall participate early on in two CHPS integrated design workshops, led by the District's CHPS Program Manager to establish the District's CHPS Guideline goals and identify target credits. The Architect shall update the CHPS "Scorecard" with credit documentation to the extent applicable to scope, concurrent with each design phase submittal. The status of project compliance and any documentation submitted in relation to CHPS Designed credits shall be assessed with the District at the end of each phase of the work.

1.7.3.1.2. Whole building energy performance analysis with a goal of a minimum of thirty percent (30%) of California Title 24 minimum energy performance standard shall be performed at least once during the following phases: Schematic Design, Design Development, and Construction Documentation. Energy Conservation Measures (ECMs) shall be proposed with Schematic and Design Development energy analysis runs to improve performance to meet or exceed goal. Daylighting analysis, as applicable to scope of work, to identify strategies to improve daylighting to maximize goals of CHPS Credit EQ 1.1 'Daylighting,' shall also be performed at Schematic, Design Development, and Construction Documentation phases.

1.8. Oversight and Inspection Requirements

The Architect acknowledges that the Division of the State Architect (DSA) inspection, approval and certification process for projects was revised in 2012-2013 and that the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process). Below are provisions of these two documents from 2012-2013:

1.8.1. PR 13-01 (Procedure: Construction Oversight Process)

- 1.8.1.1. Responsible to the school board and to the DSA to see that the completed work conforms in every material respect to the DSA approved construction documents.
- 1.8.1.2. Ensure the Project Inspector is approved by the DSA for the project by submitting form DSA 5 to and obtaining approval from the DSA prior to the start of construction and prior to requesting issuance of form DSA 152.
- 1.8.1.3. Provide a copy of the DSA approved construction documents to the Project Inspector and Laboratory of Record prior to the commencement of construction
- 1.8.1.4. Provide a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103) to the Project Inspector and Laboratory of Record prior to the commencement of construction.
- 1.8.1.5. Provide general direction of the work of the Project Inspector.
- 1.8.1.6. Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- 1.8.1.7. Provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 1.8.1.8. Notify the DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA approved construction documents
- 1.8.1.9. Respond to DSA field trip notes as necessary.
- 1.8.1.10. Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the form DSA 1 - Application for Approval of Plans and Specifications, shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- 1.8.1.11. Submit Verified Reports. The architect or engineer, as identified above, is required to submit Verified Reports (form DSA 6-AE) to the DSA and to the

Project Inspector. The reports are required to be submitted upon any of the following events occurring:

1.8.1.11.1. The project is complete. The DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the project.

1.8.1.11.2. Work on the project is suspended for a period of more than one month.

1.8.1.11.3. The services of the architect or engineer are terminated for any reason prior to completion of the project.

1.8.1.11.4. The DSA requests a Verified Report. (See interim Verified Reports below. This is a "DSA request.")

1.8.1.12. Submit interim Verified Reports. The architect or engineer shall submit an interim Verified Report (form DSA 6-AE) to the DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152 prior to the Project Inspector signing off that section of the project inspection card. The sections are:

1.8.1.12.1. Initial Site Work

1.8.1.12.2. Foundation Prep

1.8.1.12.3. Vertical Framing

1.8.1.12.4. Horizontal Framing

1.8.1.12.5. Appurtenances

1.8.1.12.6. Non-Building Site Structures

1.8.1.12.7. Finish Site Work

1.8.1.12.8. Other Work

1.8.1.12.9. Final

1.8.2. IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process)

1.8.2.1. **Submittal Requirements for Construction Changes:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of Construction Change Documents (CCD). It is the responsibility of the Architect to determine if changes affect the Structural, Access or Fire & Life Safety Portions of the Project. The Architect shall prepare the CCD and is responsible for code and process compliance. The following define requirements for submittal of CCD to DSA.

1.8.2.1.1. **Changes to or affecting the Structural, Access or Fire-Life Safety Portions of the Project:**

1.8.2.1.1.1. These changes shall be classified as CCD Category A.

1.8.2.1.1.2. CCD Category A are required to be submitted to and approved by DSA prior to commencement of the affected work.

1.8.2.1.1.3. CCD Category A must be submitted to DSA using the CCD Category A form, DSA-140 available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.8.2.1.1.4. Submittal process requirements are defined herein below and must be followed.

1.8.2.1.2. **Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions:**

1.8.2.1.2.1. These changes shall be classified as **CCD Category B**.

1.8.2.1.2.2. CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA.

1.8.2.1.2.3. If DSA requires any CCD Category B to be submitted then they shall be submitted to DSA using the Category B form, DSA-141 available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.8.2.1.2.4. If DSA requires a CCD Category B to be submitted then DSA will review for concurrence that it does not contain changes to, or affect the Structural, Access or Fire & Life safety portions of the project. If necessary, and at its sole discretion, DSA will re-assign the CCD to Category A.

1.8.2.1.3. **Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted herein). Changes to the construction cost are reported to DSA using form DSA-168 at the conclusion of the project.

1.8.2.2. **Submittal Process:** Submittal of CCDs must conform to the following requirements:

1.8.2.2.1. Must be submitted by the Architect.

1.8.2.2.2. Must be submitted to DSA using the appropriate form. The forms are available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.

1.8.2.2.3. Each CCD submittal must use a separate DSA CCD Category form.

- 1.8.2.2.4. Each submittal must contain one DSA CCD Category form bound with two copies of the subject CCD except as noted herein.
- 1.8.2.2.5. The DSA CCD Category form must be filled out completely, leaving no fields blank.
- 1.8.2.2.6. Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.
 - 1.8.2.2.6.1. If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
 - 1.8.2.2.6.2. If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.
- 1.8.2.2.7. Changes must be described clearly and completely.
- 1.8.2.2.8. Drawings, specifications, and calculations must be stamped and signed by the responsible Architect.
- 1.8.2.2.9. Reference to the specific portions of the drawings or specifications that are being changed must be included.
- 1.8.2.2.10. Changes to any testing or inspection requirements associated with the proposed change must be clearly described.
- 1.8.2.2.11. Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.
- 1.8.2.2.12. When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:
 - 1.8.2.2.12.1. Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
 - 1.8.2.2.12.2. Each change shall be clouded and identified on the drawing.
 - 1.8.2.2.12.3. All drawings must be re-stamped and re-signed by the responsible Architect.
- 1.8.2.2.13. The submittal must be by mail or delivery. (Electronic submittals may be accepted at the discretion of the DSA Regional Office. For electronic submittals submit one copy of the subject CCD along with one DSA CCD Category form. Fax submittals are not acceptable.)

- 1.8.2.3. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.
- 1.8.2.4. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.
- 1.8.2.5. **Transition:** The following provides direction for submittal of construction change documents (Change Orders, FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described herein.
- 1.8.2.5.1. **Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90 day letter or closed uncertified by DSA:** Projects in this category may have an issue of “unresolved change orders” or “unresolved Field Change Documents (FCDs)”. The status of these could be:
- 1.8.2.5.1.1. Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- 1.8.2.5.1.2. Change orders or FCDs have not been submitted to DSA.
- To resolve this issue, see the following options:
- 1.8.2.5.1.3. **Change Orders:**
- 1.8.2.5.1.3.1. **Option #1:** Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.
- 1.8.2.5.1.3.2. **Option #2:** If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project then, in lieu of the change orders, form DSA-310 may be submitted. The specific change orders must be listed, by number, on the form.
- 1.8.2.5.1.4. **FCDs:**
- 1.8.2.5.1.4.1. **Option #1:** if the FCD has been previously submitted to DSA then resubmit the FCD and obtain DSA approval.
- 1.8.2.5.1.4.2. **Option #2:** For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not

resulted in a change order, and have not been previously submitted as an FCD, then submit as CCD Type A.

1.8.2.5.2. Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined immediately above:

- 1.8.2.5.2.1. For change orders or FCDs that have been submitted to DSA, see options listed above.
- 1.8.2.5.2.2. From November 1, 2012 to January 1, 2013: If previously un-submitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.
- 1.8.2.5.2.3. On or after January 2, 2013: the CCD process must be followed for all new, previously un-submitted construction changes. If previously un-submitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be re-submitted as CCD.

1.8.2.5.3. Projects for which construction commences on or after January 2, 2013: Use the CCD process described herein.

- 1.8.2.5.4. The Architect shall complete and transmit the CHPS Designed Scorecard, including calculations demonstrating Acoustic Performance standards per District's and CHPS guidelines, and any documentation to the District in electronic format suitable for combination with a subsequent project(s) for potential future submission to the CHPS Verified Program to the District's Project Manager and CHPS Program Manager.

1.9. Building Information Modeling (BIM).



The Architect shall produce a Building Information Model, if the Parties so indicate by checking the adjacent box. The Building Information Model shall be created in accordance with Exhibit F, utilizing the designated Building Information Modeling software and file format. If no such software or file format is designated in Exhibit F, the Architect shall use Building Information Modeling software and file formats generally accepted in industry practice. The Architect shall utilize the Building Information Model to minimize costs of Services under this Agreement.

- 1.9.1. **Model Requirements.** The Architect shall make the Building Information Model in accordance to the standards set forth in Exhibit F, and the Architect shall develop each BIM Element to the Level of Development set forth in Exhibit F by the end of each Project phase. However, if Exhibit F does not provide such standards, the Architect shall make the Building Information Model in accordance to the current version of the "National BIM Standard – United States" ("NBIMS") of the National Institute of Building Sciences. If Exhibit F does not set forth a corresponding Level of Development, the Architect shall develop each BIM Element to the Level of Development in accordance with generally accepted industry practice by the end of each Project phase.

- 1.9.2. **Model Management and Coordination.** The Architect shall manage the Model and coordinate efforts with Consultants to detect and resolve all Clashes. The Architect must require all applicable Consultants engage in Clash detection. In management of the Model, the Architect is responsible for facilitating and establishing the following: the Model coordinate system and units; file storage locations; processes for transferring and accessing Model files; Clash detection procedures; and Model access rights. Furthermore, the Architect is responsible for the following: maintaining record copies of each file received for the Building Information Model; aggregating Building Information Model files; performing Clash detection in accordance with established procedures; maintain Building Information Model Archive and backups; manage Building Information Model access rights; and any additional responsibilities set forth in Exhibit F. In the event a Clash is detected, the Architect shall timely resolve the Clash in the Building Information Model, and the Architect shall timely make corresponding corrections to any plan, specification, drawing, model, analysis, estimate, file, document, or item produced under the Services of this Agreement.
- 1.9.3. **Building Information Model Archive.** At the end of each Project phase, the Architect is responsible for and shall produce a Building Information Model Archive that cannot be altered for any reason. Each Building Information Model Archive shall consist of two sets of files. The first set shall be a collection of all files the Architect received for the Building Information Model during that Project phase, in both the file format received and all converted file formats. The second set shall consist of the Building Information Model as developed at the end of that Project phase. In the event this Agreement is terminated, the Architect shall create a Building Information Model Archive for the current Project phase up to the date of termination.

2. MASTER PLANNING SERVICES

2.1. Project Initiation

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District'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, schedule and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. Development of Architectural Program

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and

within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.

2.3. Construction Cost Budget

- 2.3.1. Architect shall have responsibility to further review the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be prepared by the Program Manager and the District and are to be based on the developed functional architectural programs as approved by the District. The Architect shall be responsible to review and advise on all elements of the Cost Estimates prepared by the District's management team. The following conditions apply to the Construction Cost Budget reviewed by the Architect:
 - 2.3.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - 2.3.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being renovated or rebuilt.
 - 2.3.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - 2.3.1.4. The Architect shall review all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - 2.3.1.5. Prior to beginning each subsequent phase of the work the Architect shall verify in writing that they have reviewed Construction Cost Budget.
 - 2.3.1.6. Mechanical, electrical, civil and landscape consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

- 2.3.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Program Manager and the District. However, the Architect shall be responsible to provide review, and final acceptance of the Construction Cost Budget as the basis for continuing the proposed project design.

2.4. Presentation

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

2.5. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.5.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.5.2. Two copies of Conceptual Design/Site Plan and Phasing Plan.
- 2.5.3. Two copies of revised Construction Cost Budget.
- 2.5.4. Two copies of final Schedule of Work;; showing also Project Phasing
- 2.5.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.5.6. Two copies of renderings provided to District for public presentation.

2.6. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as required.

3. PRE-DESIGN AND START-UP SERVICES

3.1. Project Initiation

Upon final execution of the Agreement with the District, the Architect shall:

- 3.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit "C" to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District'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, Model Management and Coordination, CHPS workshops with CHPS, and DSA/OPSC HPI, **OR** "Joint CHPS/HPI" (as applicable) Scorecards and credit documentation, and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for

the review and approval by the District and by all regulatory agencies and additional definition of deliverables.

- 3.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 3.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- 3.2.2. Review DSA codes pertaining to the proposed Project design.
- 3.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 3.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 3.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 3.2.6. Construction Cost Budget
 - 3.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:
 - 3.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - 3.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - 3.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

3.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

3.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

3.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.3. Presentation

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation with preliminary CHPS Scorecard.

3.4. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 3.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 3.4.2. Two copies of Site Plan;
- 3.4.3. Two copies of revised Construction Cost Budget;
- 3.4.4. Two copies of final Schedule of Work;
- 3.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 3.4.6. Two copies of renderings provided to District for public presentation.
- 3.4.7. Two copies of preliminary CHPS/HPI scorecard(s).
- 3.4.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.
- 3.4.9. Updated phasing plan.

- 3.4.10. Documentation of pre-design meeting with DSA, OPSC, State Fire Marshall, County Health Department, etc., if any

3.5. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

4. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 4.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, programming, concepts, Model Management and Coordination, CHPS/HPI scorecard with design credit documentation updates and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 4.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 4.3. **Architectural**
 - 4.3.1. 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.
 - 4.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - 4.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
 - 4.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - 4.3.5. Identify code requirements, include occupancy classification(s) and type of construction. This information shall be incorporated into the program document.
 - 4.3.6. Update CHPS/HPI scorecard and credit documentation to reflect Schematic Design. This information shall be incorporated into the program document.
 - 4.3.7. As applicable, identify reflected ceiling plans.
 - 4.3.8. As applicable, identify fire protection system and sprinkler head layout.

4.5. Structural

- 4.5.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including e.g., pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.
- 4.5.2. Identify foundation systems (including e.g., fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

4.6. Mechanical

- 4.6.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 4.6.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 4.6.3. Show selected system on drawings as follows:
 - 4.6.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - 4.6.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - 4.6.3.3. Schematic piping.
 - 4.6.3.4. Temperature control zoning.
- 4.6.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.
- 4.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.7. Plumbing

As applicable, identify plumbing systems, including a conceptual single-line diagram showing major piping and equipment, and identifying the sizes and locations of major equipment items including toilets, pumps, tanks, vaults, and related items.

4.8. Electrical

- 4.8.1. Calculate overall approximate electrical loads.
- 4.8.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 4.8.3. Show system(s) selected on drawings as follows:

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

4.8.3.2. Location and preliminary sizing of all major electrical systems and components including:

4.8.3.2.1. Load centers.

4.8.3.2.2. Main panels.

4.8.3.2.3. Switch gear.

4.8.4. Provide design criteria to include the intent base of design for the projects. This information shall be incorporated into the program document.

4.8.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.9. **Civil**

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

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

4.9.3. Coordinate finish floor elevations with architectural site plan.

4.9.4. Identify existing condition, general notes, and demolition site plan.

4.9.5. Develop preliminary erosion control plan.

4.10. **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.

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4.11. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/ material list, updated to latest District CHPS Guidelines for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

4.12. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

4.12.1. 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.

4.12.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

4.12.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District detailed cost estimating format for prior review and approval.

4.12.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

4.12.4. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4.12.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget, including review of District-provided cost estimate.

4.12.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

4.13. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

4.14. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

4.14.1. Updated program document

4.14.2. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

4.14.3. Two copies of meeting Reports/Minutes;

4.14.4. Two copies of Schematic Design Package with alternatives;

4.14.5. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

4.14.6. CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Schematic Design.

4.14.7. Preliminary T24 whole building energy analysis reflecting Schematic Design plus list of Energy Conservation Measures (ECMs) with initial cost and projected cost savings and payback period.

4.14.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

4.15. Presentation

4.15.1. Architect shall present and review with the District the detailed Schematic Design and CHPS documentation.

4.15.2. The Schematic Design 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 District at no additional cost to the District.

4.15.3. Prior to approval of the project Schematic Design, the Architect shall meet with the District and make presentations to the District's Superintendent and Board of Education of the project schematic design with intended CHPS targets.

4.15.4. Where the Superintendent or the Board request reasonable changes to the project the Architect shall incorporate such changes as a part of Basic Services and prior to advancing to the next phase of work.

5. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

5.5. Architectural

5.5.1. Scaled, dimensioned floor plans with final room locations including all openings.

5.5.2. Minimum 1/8" scale building sections showing dimensional relationships, materials and component relationships.

5.5.3. Identification of all fixed equipment to be installed in contract.

5.5.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

5.5.5. Preliminary development of details and large scale blow-ups.

5.5.6. Legend showing all symbols used on drawings.

5.5.7. Floor plans identifying all fixed and major movable equipment and furniture.

- 5.5.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 5.5.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - 5.5.9.1. Light fixtures.
 - 5.5.9.2. Ceiling registers or diffusers.
 - 5.5.9.3. Access Panels.
- 5.5.10. Update CHPS/HPI scorecard and credit documentation to reflect Design Development. This information shall be incorporated into the program document.
- 5.5.11. Update interior elevation, typical wall sections, window and door schedule, and room finish schedule.
- 5.5.12. As applicable, identify fire protection piping plans, low calculation and sprinkler head layout.
- 5.6. **Structural:**
 - 5.6.1. Structural drawing with all major members located and sized, including roof and floor framing and foundation plans.
 - 5.6.2. Establish final building and floor elevations.
 - 5.6.3. Preliminary specifications.
 - 5.6.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center. This information shall be incorporated into the program document.
- 5.7. **Mechanical**
 - 5.7.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
 - 5.7.2. Major mechanical equipment should be scheduled indicating size and capacity.
 - 5.7.3. Ductwork and piping should be substantially located and sized.
 - 5.7.4. Devices in ceiling should be located.
 - 5.7.5. Legend showing all symbols used on drawings.
 - 5.7.6. More developed Outline Specifications indicating quality level and manufacture.
 - 5.7.7. Control Systems to be identified. This information shall be incorporated into the program document.

- 5.7.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase. This information shall be incorporated into the program document.

5.8. Plumbing

- 5.8.1. As applicable, identify updated, detailed single-line diagram of the Projects plumbing, including toilet plans, schematic piping, hot and cold and gas piping, and sewer lines.
- 5.8.2. Major plumbing equipment should be scheduled indicating size and capacity
- 5.8.3. Provide plumbing engineering calculations.

5.9. Electrical

- 5.9.1. 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, with photometrics, and clear lighting controls for CHPS/HPS credit EQ 1.3 Electric Lighting documentation meeting CHPS Guidelines.
- 5.9.2. All major electrical equipment should be scheduled indicating size and capacity.
- 5.9.3. 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.
- 5.9.4. Legend showing all symbols used on drawings
- 5.9.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 5.9.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

5.10. Civil

- 5.10.1. 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.
- 5.10.2. 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.

5.11. Landscape

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

5.12. Bid Documents

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

5.13. Construction Cost Budget

- 5.13.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget
- 5.13.2. 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.
- 5.13.3. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 5.13.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 5.13.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

5.14. Deliverables and Numbers of Copies

- 5.14.1. Updated program document
- 5.14.2. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 5.14.3. Two copies of Specifications;
- 5.14.4. Two copies of revised Construction Cost Budget;
- 5.14.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.
- 5.14.6. Updated CHPS/HPI scorecard with documentation for Design Credits, including preliminary Daylighting analysis documentation for CHPS credit EQ 1.1 updated to reflect Design Development.
- 5.14.7. Updated T24 whole building energy analysis reflecting Design Development plus list of Energy Conservation Measures (ECMs) incorporated.

- 5.14.8. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

The Design Development deliverables 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 District at no additional cost to the District.

5.15. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

6. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

6.5. Construction Documents ("CD") 50% Stage:

6.5.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall reasonably verify the availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

6.5.2. Architectural

6.5.2.1. Site plan developed to show building location, and major site elements.

6.5.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

4.3.8.1. Architectural details and large blow-ups started, including waterproofing details.

6.5.2.3. Well developed finish, door, and hardware schedules.

6.5.2.4. Fixed equipment details and identification started.

6.5.2.5. Reflected ceiling plans coordinated with floor plans and mechanical and electrical, fire protection systems.

6.5.3. Structural

4.3.8.2. Structural floor plans, elevations, and sections with detailing well advanced.

- 6.5.3.1. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- 6.5.4. Plumbing
 - Update all plumbing calculations and have all plumbing sized and plumbing schedule for equipment substantially developed.
- 6.5.5. Mechanical
 - 6.5.5.1. Mechanical calculations virtually completed with all piping and ductwork sized.
 - 6.5.5.2. Large scale mechanical details started.
 - 6.5.5.3. Mechanical schedule for equipment substantially developed.
 - 6.5.5.4. Complete design of Energy Management System ("EMS")."
- 6.5.6. Electrical
 - 6.5.6.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.
 - 6.5.6.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.
 - 6.5.6.3. All electrical equipment schedules started.
 - 6.5.6.4. Special system components approximately located on plans.
 - 6.5.6.5. 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.
- 6.5.7. Civil
 - 6.5.7.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.
 - 6.5.7.2. Site utility plans developed including pipe sizes and area drains sizes.
- 6.5.8. Landscape
 - All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
- 6.5.9. Construction Cost Budget
 - 6.5.9.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design

Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

6.5.9.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

6.5.9.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

6.5.9.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

6.5.10. 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 the Project.

6.5.10.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

6.5.10.1.1. 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

6.5.10.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

6.5.10.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

6.5.10.3. Specifications shall be in CSI format.

6.5.11. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

6.5.11.1. Updated program document

6.5.11.2. Two copies of reproducible copies of working drawings;

6.5.11.3. Two copies of specifications;

6.5.11.4. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.5.11.5. Two copies of 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 Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

6.5.11.6. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

6.6. Construction Documents – 100% Fully Coordinated Set

6.6.1. Architectural

6.6.1.1. Completed site plan.

6.6.1.2. Completed floor plans, elevations, and sections.

6.6.1.3. Architectural details and large blow-ups completed, including but not limited to waterproofing details.

6.6.1.4. Finish, door, and hardware schedules completed, including all details.

6.6.1.5. Fixed equipment details and identification completed.

6.6.1.6. Reflected ceiling plans completed.

6.6.2. Structural

6.6.2.1. Structural floor plans and sections with detailing completed.

6.6.2.2. Structural calculations completed.

6.6.3. Mechanical

6.6.3.1. Large scale mechanical details complete.

6.6.3.2. Mechanical schedules for equipment completed.

6.6.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

6.6.3.4. Complete energy conservation calculations and report.

6.6.3.5. Fire Protection

6.6.4. Plumbing

6.6.4.1. Plumbing calculations completed.

6.6.4.2. Large scale plumbing details complete.

6.6.4.3. Plumbing schedules for equipment completed.

6.6.5. Electrical

- 6.6.5.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed. Include any updated photometrics to demonstrate meeting of EQ 1.1 Daylighting.
- 6.6.5.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- 6.6.5.3. All electrical equipment schedules completed.
- 6.6.5.4. Special system components plans completed.
- 6.6.5.5. Electrical load calculations completed.
- 6.6.5.6. Fire Alarm.

6.6.6. Civil

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

6.6.7. Construction Cost Budget

- 6.6.7.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.
- 6.6.7.2. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 6.6.7.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 6.6.7.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

6.6.8. Specifications

- 6.6.8.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- 6.6.8.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
 - 6.6.8.2.1. 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

6.6.8.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

6.6.8.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

6.6.8.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

6.6.8.5. Coordination of the Specifications with specifications developed by other disciplines.

6.6.8.6. Specifications shall be in CSI format.

6.6.9. Constructability Review

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report at no cost to District.

6.6.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

6.6.10.1. Updated program document

6.6.10.2. Two copies of reproducible copies of working drawings;

6.6.10.3. Two copies of specifications;

6.6.10.4. Prerequisites and Credits targeted, including final Acoustics Performance and Daylighting analysis documentation for CHPS credits EQ 3.1, and EQ 1.1 updated to reflect final Design.

6.6.10.5. Updated T24 whole building energy analysis plus for submittal for PG&E's Savings By Design rebate program, reflecting final Design plus list of Energy Conservation Measures (ECMs) incorporated.

6.6.10.6. Two copies of engineering calculations;

6.6.10.7. Two copies of revised Construction Cost Budgets;

6.6.10.8. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

6.6.10.9. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

6.6.10.10. Two copies of 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 Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

- 6.6.10.11. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

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

- 6.7.1. The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

- 6.7.1.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

- 6.7.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

- 6.7.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

- 6.7.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

- 6.7.2.3. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

- 6.7.3. Architect shall update and refine the consultants' completed Construction Documents.

- 6.7.4. Architect shall submit final CHPS/HPI scorecard(s) as approved by DSA/HPI with any DSA/HPI correspondence and final HPI-1 form, as well as approved CHPS Verified Design credits, if applicable, with any additional documentation submitted for all Prerequisites and Credits targeted.

6.8. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

7. **BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 7.5. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 7.6. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 7.7. Attend bid walk(s) as scheduled.
- 7.8. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 7.9. 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 Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 7.10. Attend bid opening.
- 7.11. Coordinate with subconsultants.
- 7.12. Respond to District questions and clarifications.
- 7.13. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 7.13.1. Two copies of meeting report/minutes from kick-off meeting;
- 7.13.2. Two copies of meeting report/minutes from pre-bid site walk;
- 7.13.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.
- 7.13.4. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 8.5. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

8.6. Change Orders

- 8.6.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
- 8.6.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

8.7. Submittals

- 8.7.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents, including documented CHPS/HPI credits.
- 8.7.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- 8.7.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA.

8.8. 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 seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 8.9. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 8.10. **As-Built Drawings.** Architect shall review and evaluate for District the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

8.10.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.

- 8.11. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

- 8.12. **O&M Manuals / Warranties.** Architect 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.

- 8.13. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.

- 8.14. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

- 8.15. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

8.15.1. Two copies of meeting report/minutes from kick-off meeting;

8.15.2. Two copies of observation reports;

8.15.3. Two copies of weekly meeting reports that reflect substantive Architectural, Commissioning or CHPS/HPI issues discussed.

8.15.4. Final acoustics performance testing report and CHPS/HPS documentation to verify CHPS EQ 3.1 is met.

8.15.5. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

8.16. Meetings

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

9. CLOSEOUT PHASE

9.5. As the Construction Administration Phase progresses, the Architect shall perform the following Close Out Phase services for the District as required:

9.5.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

9.5.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

9.5.3. Architect shall use its diligent efforts to prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

9.5.4. Architect shall obtain all required DSA approval on construction change directives and addenda to the contractor's contract that have not already received DSA approval.

9.5.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

9.5.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.

9.5.7. Architect shall review and prepare a package of all warranty and M&O documentation.

9.5.8. Architect shall organize electronic files, plans and prepare a Project binder.

9.5.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.

9.6. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

9.7. Deliverables and Number of Copies

9.7.1. Punch lists for each site;

9.7.2. Upon completion of the Project, all related project documents, including As-Built, Record Drawings. These are the sole property of the District.

9.7.3. Two copies, only in electronic format, of the Building Information Model Archive for this Project phase.

9.7.4. DSA Project Certification

9.8. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

10. MEETINGS / SITE VISITS / WORKSHOPS – Architect Participation Requirements

10.5. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct, take, and distribute minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

10.6. General Meeting, Site Visit and Workshop Requirements

10.6.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

10.6.2. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

10.6.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

10.6.4. Each meeting length shall be as long as required to complete task and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

10.7. Meetings During Project Initiation Phase (Two (2) meeting(s))

10.7.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting for all sites to determine the Project intent, scope, budget and timetable, which shall encompass the following:

10.7.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

10.7.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

10.7.1.3. During this meeting, the Architect shall:

10.7.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

- 10.7.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - 10.7.1.3.3. 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.
 - 10.7.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
 - 10.7.2. Participate in initial CHPS workshop facilitated by District CHPS Program Manager to develop preliminary CHPS/HPI scorecard(s) and review Owner's Project Requirements.
- 10.8. **Initial Site Visits (Two (2) meeting(s))**
 - 10.8.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.
 - 10.8.2. Access to site and associated areas shall be coordinated in advance with the District. If additional site visits are required, they shall occur at the architect's sole expense.
- 10.9. **Meetings During Architectural Program (Ten (10) meeting(s))**
 - 10.9.1. Architect shall participate in one public community information site meeting, per site, to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
 - 10.9.2. Architect shall conduct one site visit/meeting, with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
 - 10.9.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 10.10. **Meetings During Schematic Design Phase (Four (4) meeting(s))**
 - 10.10.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop, per site, with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Architect's preliminary design. This workshop shall include the following:
 - 10.10.1.1. Architect shall designated its team member duties and responsibilities;
 - 10.10.1.2. Architect and District shall review District goals and expectations;

- 10.10.1.3. District shall provide input and requirements;
- 10.10.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget;
- 10.10.1.5. 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;
- 10.10.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
- 10.10.1.7. CHPS integrated design update and status.

10.11. Meetings During Design Development Phase (Four (4) meeting(s))

10.11.1. At the time designated for completion of the Design Development package, Architect shall conduct one meeting, per package of submittal, with the District to review the following:

- 10.11.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
- 10.11.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.11.2. Value Engineering Workshop (Three (3) meeting(s))

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

10.12. Meetings During Construction Documents Phase (Six (6) meeting(s))

10.12.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct one meeting, per package of submittal, with the District to revise the Design Development package and receive comments.

10.12.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

- 10.12.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.
- 10.12.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget;.
- 10.12.2.3. CHPS review, which shall include mandatory attendance by all of the Architect's Consultants and each shall present work-in-progress drawings, specifications, tables, calculations, sketches, CHPS and/or HPS Scorecard with all

credit documentation, or other material clearly indicating that the work has progressed to the 50% Construction Document phase.

10.12.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

10.12.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

10.12.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.

10.13. Meetings During Bidding Phase (Two (2) meeting(s))

10.13.1. Attend and take part in one Pre bid coordination meeting with District.

10.13.2. Attend and take part in one meeting, per package of submittal, with all potential bidders, District staff, and Construction Manager.

10.13.3. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

10.14. Meetings During Construction Administration Phase

10.14.1. Unless otherwise reasonably agreed to by the Parties, Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to generally observe that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project. Architect may coordinate these site visits so that it observes more than one site on one site visit to the District.

10.14.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site. Architect acknowledges that one or more sites may not be completed in this timeframe and agrees to attend weekly project meetings, at no additional cost to the District, until the work at each Project site is complete.

10.14.3. Architect shall ensure that consultant(s) visit the site in conformance with this agreement.

10.15. Citizens' Bond Oversight Committee Meetings

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

10.16. Governing Board Meetings

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.