

**Board of Trustees Agenda Item**

**Board Meeting Date:** August 6, 2012

**Title of Item:** Agreement for Consultant Services with Ratcliff Architects

**Background and Analysis:**

This contract provides for design services by the Ratcliff architectural firm for the Foothill College Measure C Project #121, Library & ISC.

The scope of services as described in the attached includes schematic design, design development and construction document phases; bidding and negotiation support to the selected lease-leaseback contractor; construction administration; and reimbursable expenses, for a fee not to exceed \$1,327,226.

A copy of the Agreement for Consultant Services is also attached.

**Recommendation:** Charles Allen, Executive Director of Facilities, Operations and Construction Management recommends that the Board approve the Agreement for Consultant Services with Ratcliff.

Submitted by:	Charles Allen x6150
Additional contact names:	Art Heinrich x6295, Shirley Treanor, x7364
Is backup provided?	Yes

3/25/08

# **PROJECT SUMMARY AND ARCHITECT'S RECOMMENDATIONS**



## **FOOTHILL COLLEGE LIBRARY RENOVATION LOS ALTOS HILLS, CALIFORNIA**

## BACKGROUND

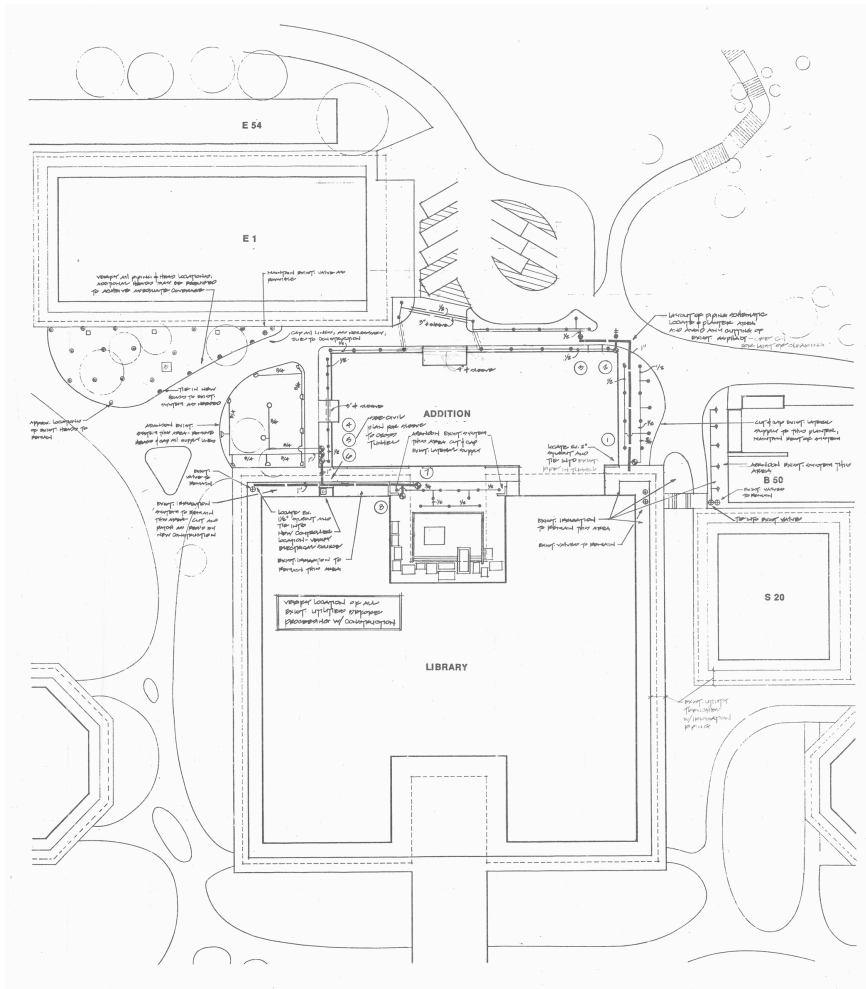
The Hubert H. Semans Library at Foothill College (Building 3500), built in 1960, is a one-story 37,500 square foot pavillion, including a 4,100 square foot mezzanine; it is centrally located in the historic Foothill College campus just north of the central court. It is a concrete pier and steel truss structure, and it displays forms and materials typical of the historic campus: shingle roofing with exposed wood beams and deep overhangs at the eaves, and vertical wood siding and glazing at the perimeter enclosure. It underwent renovations and an expansion in 1991, at which time a one-story 10,500 square foot building known as the ISC (Independent Study Center -Building 3600) was added just to the north of the original building. The addition is a wood-framed, brick veneer structure, relating in form and materials to other “bricks” on campus.

Adjacent exterior spaces include the Library entry court, just to the south of building 3500; the internal court, in between buildings 3500 and 3600; and a parking lot, just the the north of building 3600. The parking lot will be converted to new north entry court as part of campus wide improvements scheduled to start in the summer of 2012.

Together, buildings 3500 and 3600 are the focal point of information services at Foothill College, whose primary function is that of a research and study facility for its more than 18,000 students.



*Aerial View of Foothill College*



*Existing Site Plan*



*View of the Hubert H. Semans Library from the Central Court*



## **PROJECT DESCRIPTION**

### **PROJECT VISION STATEMENT**

The Library at Foothill College occupies a primary place for intellectual discovery, knowledge dissemination, and academic learning. The Library, through its quality instructional collections, variety of services, and well-trained staff, directly supports the College's mission to provide a superb educational environment for its community of learners.

Critical to this vision is a facility capable of providing the learning infrastructure and physical spaces required for higher education in the 21st Century. The Library facility must encompass yesterday's knowledge and today's information in a building designed around the nexus of knowledge-based collections, access technologies, and services that support learning.

College Libraries have traditionally been viewed symbolically and physically as the heart of the institution. Recognition of its centrality to the educational endeavor at Foothill College requires a project that is informed by both the College's traditions and its promise to the future.

In an effort to identify and articulate shared priorities, the campus community was invited to participate in a visioning session for the Library renovation project. Common ideas, concerns and themes emerged which will guide the planning efforts from here forward:

#### Project Core Values

- The Library is a student/learner centered place
- Promotes teaching and learning
- Supports individual and collaborative learning and a variety of study/learning modes
- Integrates technology and design
- Provides flexibility, with focus on the future

#### Image/Message to Community

- Inviting and welcoming
- Social and intellectual hub
- The campus "Living Room"

#### Campus context

- Responds to and integrates well with existing campus architecture
- Improves integration of Library, Tutorial and Media Services
- Improves integration of outdoor and indoor spaces

#### Architectural Features

- Library should be open and transparent
- Provides clear building organization and improved flow
- Creates a place that is warm, inviting, comfortable, and vibrant
- Provides ample opportunities for exhibit and display
- Maximizes access to technology (computer/learning commons)
- Dedicated café supports living room feel
- Provides quality durable furnishings, that can be easily reconfigured

#### Sustainability

- Improves energy efficiency of building
- Maximizes natural daylighting throughout
- 

### **SUSTAINABILITY GOALS**

The direction for the design team going forward is to follow best practices, but that LEED® certification for this renovation project will not be required.

## **BUDGET**

The construction budget is \$10.5M. This figure already includes a portion from the facilities budget for deferred maintenance items such as roof replacement, HVAC replacement, boiler relocation, etc. There is a separate budget for furniture, fixtures and equipment (FF&E).

## **SYSTEMS CRITERIA AND RECOMMENDATIONS**

### **ARCHITECTURAL**

#### **ROOFING**

This project will include some deferred maintenance such as a roof replacement for 3500 (both the shake and built-up roof sections). The built-up roof on 3600 does not need replacement at this time, although flashing details at the roof parapet should be revised to mitigate water intrusion at the exterior walls. The skylights in 3600 have some leaks and are in need of repair.



*Library Roofing*



*Library roof eaves*

#### **EXTERIOR ENVELOPE**

The exterior skin of 3500 is typical of the campus original architecture: stained custom milled vertical wood siding, single pane windows with clerestory windows above and concrete piers, all of which should be maintained. One recommendation is to replace a portion of the existing skin at the library entry with more glazing, creating a more transparent entry and making the activities of the library more visible. Although replacing all glazing with double glazed panes would improve the building envelope efficiency, we recognize that the cost of a total window replacement is outside the scope of this renovation.



*Library Entry*



*Library Typical Elevation*

The exterior skin of 3600 is a brick veneer, similar to the original “brick” buildings on campus. Some of the weepholes have been sealed and in that case, the sealer needs to be removed so the weep holes can operate as planned. 3600 has double pane aluminum windows on the short elevations (east and west) but minimal openings on the north and west. One recommendation is to create openings on the north façade, similar to the existing ones. This would improve natural daylight as well as create a more welcoming façade from the new court to the north.



*East Entry - 3500*



*East Elevation - 3500*

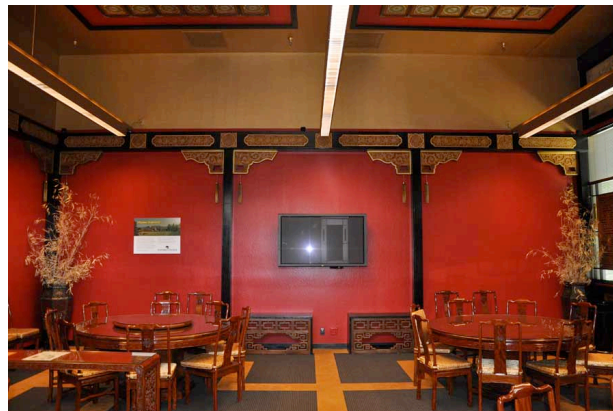
### **INTERIOR FINISHES AND SPACIAL FLOW**

The finishes for the interior spaces of 3500 consist of carpet, VCT, gypsum board and wood paneling on the walls and gypsum board and acoustical tile ceilings. The finishes need to be upgraded and refurbished throughout. Building access is split, with entry from one direction and exit from the other and the circulation desk in between. As it is, the entry is congested and the split access impedes ease of flow. Our recommendation is to move the circulation desk away from the building entry to minimize congestion. The restrooms, which are in need of ADA upgrades, are also in a location that blocks flow to the east wing of the library. Our recommendation is to relocate the restrooms.



*Circulation Desk*

The Chinese Heritage Room and the instructional classroom, both at the southeast corner of the library, are currently partially or entirely cut off from the library itself. Our recommendation is to open up both of these areas and relocate these functions to create a more open and transparent environment. This will increase daylighting and result in improved way finding for library users.



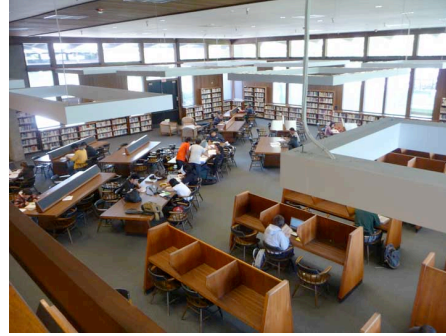
*Chinese Heritage Room*

The west wing of the Library is currently closed off with a glazed partition, and it is designated as the “quiet study area”. There is a partial mezzanine in this area which houses the stacks. There are custom tables, chairs and carrels throughout this area that are part of the original building. Our recommendation for this area is to remove the partition between the west wing and the rest of the library, improving connectivity and flow. The mezzanine could be repurposed for a smaller quiet study area while the main floor would be repurposed for stacks, reader stations and an information commons. The mezzanine structure requires seismic strengthening and the elevator must be replaced or modified to meet accessibility standards.





*Mezzanine*

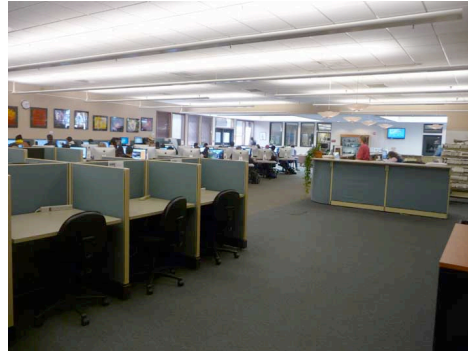


*Quiet Study Area*

The finishes for the interior spaces of 3600 consist of carpet and VCT flooring, gypsum board walls, and acoustical tile ceilings and are in need of an upgrade. The majority of the area west of the entry axis is currently used by ETS (Educational Technology Services). It is anticipated that they will vacate the building prior to this renovation and that this area will be incorporated into the Library function. The offices on the east end are currently used by Foothill Global Access (FGA). This program is to remain a part of the Library but does not have to remain in its current location. Our recommendation is to open up the interior space of this building as much as possible to house computer labs for both Tutorial and Media Services.



*Media Services – computer lab*



*Media Services – viewing stations*

## LANDSCAPE

The Internal Court is underutilized and the sunken portion impedes a direct connection between building 3500 and 3600. Our recommendation is to infill the sunken portion and create a single level court. This will greatly improve the flow between 3500 and 3600 and provide more useable outdoor space for the Library patrons.



*Internal Court*

## **STRUCTURAL**

The existing mezzanine within Building 3500 will require addition of shear walls and related foundation work. The roof eave beam connections to concrete shear walls also require added connections, with some additional framing. Building 3600 will require strengthening of existing wood shear walls.

## **MECHANICAL/ ELECTRICAL/ PLUMBING**

Deferred maintenance improvements include the following:

- Replacement of the original HVAC system for 3500.
- The HVAC system in 3600 is 20 years old and should also be replaced.
- The boiler in 3600 needs replacement. One option is to relocate the new boiler off-site, to building 3000
- Provide new electrical feeder to TX-3000 in building 3000
- Most of the electrical wiring doesn't have a dedicated ground and requires replacement
- Lighting levels are deficient throughout

## **AV/ IT**

Extensive upgrades to the telecommunications and audiovisual systems will be made.

**Standard Form Agreement Between  
The Foothill-De Anza Community College District  
and  
Ratcliff**

AGREEMENT made as of [    ] in the year Two Thousand Twelve between the Foothill – De Anza Community College District (District):

***Foothill-De Anza Community College District  
12345 El Monte Road  
Los Altos Hill, Ca 94022***

and the Architect:

***Ratcliff  
5856 Doyle Street  
Emeryville, California 94608***

For the following work:       ***Foothill College Library Renovation  
Los Altos Hills, California  
Measure C Project #121***

WHEREAS, the District has identified the above named project (Project) to be designed and constructed at Foothill College, generally including the renovation of Buildings 3500 (Hubert H. Semans Library) and 3600 (Independent Study Center), as more fully described in the Project Program (Attachment "F").

WHEREAS, the Architect and its Design Consultants are each duly qualified and properly licensed/registered to provide and perform all Services under this Agreement; and

WHEREAS, the District will secure the services of a contractor to act under lease-leaseback construction agreements (Contractor), who will provide preconstruction services related to the design and of the Project and will construct the Project for a Guaranteed Maximum Price (GMP).

WHEREAS, the District will secure the services of a program management firm to act as project manager or to assist the District's assigned project manager (Project Manager) in the administration of the Project;

NOW THEREFORE, the District and the Architect agree as follows:

**ARTICLE 1    ARCHITECT'S RESPONSIBILITIES**

**1.1    ARCHITECT'S SERVICES**

1.1.1    Performance of Services. The Architect's Services consist of all services performed by the Architect, Architect's employees and Design Consultants as enumerated in Articles 2 and 3 of this Agreement, including basic Services, Additional Services, and Contingent Additional Services.

- 1.1.2 Architect Schedule. The Services shall be performed in an expeditious manner, consistent with professional skill and care and the orderly progress of Project design, bidding and construction. The District and Architect shall mutually agree upon an Architect Schedule for the services to be provided which shall not, except for reasonable cause, be exceeded by the Architect or District.
- 1.2 STANDARD OF CARE The Architect, its Design Consultants and their respective officers, agents, employees, subcontractors, consultants or any persons or entities providing or performing any of the basic Services or authorized Additional Services for the Project shall provide or perform such services consistent with their respective applicable standards of care for school construction under all applicable laws, codes, and standards for those providing such services for projects of the type, scope and complexity of the Project.
- 1.3 PARTNERING District, Architect and Contractor shall cooperate and participate fully in partnering at all levels and among all the parties involved in this Project at their own expense without additional compensation. Partnering shall mean both formal and informal interaction between and among all the parties involved in the Project, including, but not limited to, District representatives, the Architect and its Design Consultants, the Contractor and key Subcontractors, the Project Manager, and any outside entities as designated by the District to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget.
- 1.4 "DESIGN-BUILD" & "DEFERRED APPROVAL": The Architect shall provide fully engineered Drawings and shall not, without the District's written consent, use "Deferred Approval" or "Design-Build" items that require the Contractor to furnish design engineering services beyond those normally required for construction means, methods, techniques, and sequences. The District may, in its sole and exclusive discretion, withhold, limit or restrict any request for consent to utilize "Deferred Approval" or "Design-Build" items in the Construction Design Documents.
- 1.5 COORDINATION WITH DISTRICT'S DOCUMENTS: The Architect shall review the District's Construction Provisions, Supplemental Provisions and Division 1 specifications and shall prepare the Construction Documents to coordinate with those documents.
- 1.6 ARCHITECT'S RESPONSIBILITIES REGARDING DSA: The Architect shall act as the designer in general responsible charge of the project and shall perform all Duties of the Designer as outlined in DSA Interpretation of Regulations Document IR A-24.

## **ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES**

- 2.1 SERVICES: DEFINED The basic Services consist of those described in this Article 2. Subsequent information may be incorporated into the Attachments that further describe the Services required for a specific component of the Project. To the extent deemed necessary by the Architect, the Architect shall



employ other design professionals, architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of California, and such other consultants necessary for the provision of Services under this Agreement. All consultants provided by the Architect shall be paid by the Architect. District-approved consultants provided under basic Services shall be as named below:

<u>Discipline</u>	<u>Consultant Name/Firm</u>
• Structural Engineer:	Forrell Elsesser
• MEP Engineers:	Gayner
• Telecom/AV/Acoustics:	SFMI
• Waterproofing:	SGH
• Cost Consultant:	Davis Langdon

Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by Architect under the terms of this Agreement. The Architect is as responsible for the performance of its consultants as it would be if it had rendered these services itself.

2.1.1 Architect's Staff. Architect shall designate a principal or a staff member as the Project Architect or Project Engineer. So long as the Project Architect or Project Engineer performs in a manner acceptable to District, and remains in Architect's employ, the Project Architect or Project Engineer shall remain in charge of all design and other services required under this Agreement, including attending design-related meetings for the Project unless a substitution mutually acceptable to Architect and District is made. District-approved Project Architect or Project Engineer shall be the person named below.

Name of Principal  
Bill Blessing

2.1.2 Architect' Assistance. Architect shall assist District in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.

2.1.3 Compliance with Regulations. Architect shall use due professional care to abide by all regulations imposed by authorities having jurisdiction over the Project.

2.1.4 District's Separate Consultants. Architect shall cooperate with other professionals that the District may employ for related work.

2.1.5 Consultation with District and College. To the extent required by the District, Architect shall consult with authorized employees, agents, and representatives of the District and the College relative to the design and construction of the Project. The Architect shall prepare an electronic written record of all such meetings and consultations conducted by the Architect and shall provide the Project Manager with the resulting notes for distribution within five (5) days.

- 2.1.6 Review of Existing Information. Architect shall review the surveys; existing record documents; seismic data; mechanical, electrical, civil engineering, geotechnical and other test reports or information; environmental documents including the Environmental Impact Report or Mitigated Negative Declaration, and any other relevant documentation furnished by District. From an examination of the site and a review of available information, Architect shall determine whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend in writing the manner in which it be provided and the needed services obtained. Architect may rely on the information provided by District but only to the extent such reliance is consistent with Architect's obligations under this Agreement.
- 2.1.7 Responsibility for Errors and Omissions. Review, approval or acceptance of Architect's work whether by District or others and whether during Schematic Design Phase, Design Development Phase, Construction Documents Phase, Bidding Phase, Construction Phase, Guarantee to Repair Period, or otherwise, shall not relieve Architect from responsibility for errors and omissions in Architect's work.
- 2.1.8 Response to Reviews. The District will employ the services of other consultants to assist the District in its review of Design Documents provided by the Architect. The Architect is required to consider and respond to all review comments sent to the Architect by the District, the Contractor or the Project Manager regardless of the origin of the comments. These reviews may include but are not limited to third party engineering reviews, code compliance reviews and constructability reviews.
- 2.1.9 Code Compliance. Architect shall prepare Construction Documents in compliance with applicable laws, codes, rules, regulations, ordinances, and standards including, without limitation, those listed in Attachments to this Agreement.
- 2.1.10 Performance of Services. The Services of Architect shall be performed in accordance with this Agreement and all supplemental requirements attached or noted.
- 2.1.11 LEED Certification / Sustainability. The Architect shall actively work with and support the District to promote "green concepts" and techniques and to incorporate these concepts into the building design.
- 2.1.12 BIM Modeling. Architectural drawings shall be developed as an integrated 3D BIM model. Use of BIM by other Design Consultants is encouraged but not required. The Architect shall provide electronic files of BIM documents to the Contractor, subject to execution of acceptable agreement between the Architect and the Contractor for the Contractor's use of the documents.
- 2.1.13 Electronic Drawing Format. Electronic format drawings shall be prepared in full compliance with the CAD Layer Guidelines developed by The Task Force on CAD Layer Guidelines as published by the

American Institute of Architects Press, and submitted on a compact disc. Deliverable documents required by Article 2 to be submitted in electronic format shall be formatted in the latest versions of Microsoft Word (for Specifications and other written materials), AutoCAD, and Adobe pdf (for Drawings).

## 2.2 CO-ORDINATION WITH CONTRACTOR AND DISTRICT

- 2.2.1 Lease Leaseback Contractor. It is the intent of the District that the Project be designed and constructed using the lease leaseback project delivery method, leading to lease agreements with the Contractor to construct the Project for a Guaranteed Maximum Price (GMP) that is less than or equal to the Construction Budget.
- 2.2.2 Contractor and Contractor's Responsibilities. The District will retain, under a separate agreement, a Contractor to construct the project. During the Design Phases the Contractor will be tasked to provide significant design input that will include: cost consultation and estimating; value engineering; document review; and constructability assessments for the Project.
- 2.2.3 Contractor and Architect Collaboration. As a part of the basic Services the Architect shall closely collaborate with the Contractor during the Design Phases, Bidding Phase and Construction Phase of the Project.
- 2.2.4 Cost Consultation. The Architect may consult informally with the Contractor during the Design Phases and Bidding Phase regarding constructability, construction materials, methods, systems, phasing, schedules and costs, to produce the highest quality building within the Construction Budget and schedule.
- 2.2.5 Cost Estimates. The Contractor will prepare Construction Cost Estimates as a part of the Contractor's preconstruction services. The Architect shall prepare Construction Cost Estimates or shall review the Contractor's Cost Estimates as described in this Agreement. At each Design Phase the Contractor will conduct a meeting with the Architect, its estimator, the District and the Project Manager to compare estimates or to resolve comments provided by the Architect, and the two parties shall reconcile differences in collaboration with the District and the Project Manager. If the Architect and the Contractor fail reconcile their estimates, the District will make the final determination of the estimated cost and the need to develop value engineering measures. Both the Architect's and the Contractor's Cost Estimates shall be prepared in accordance with Attachment "E", Estimating Standards.
- 2.2.6 Value Engineering. The Architect and Contractor shall be jointly responsible for designing and bidding the Project to cause it to be constructed within the Construction Budget. The Architect shall cooperate with the Contractor, the District and the Project Manager so that the Project meets the Construction Budget at each Design Phase. Both the Architect and the Contractor shall suggest alternative

materials, systems, solutions and bid alternates to improve value to the District and/or reduce project cost. The Architect shall provide design information to allow the Contractor to prepare supporting cost estimates.

2.2.6.1 Decisions. Estimating or design decisions critical to maintaining the Construction Budget or Project schedule shall be presented by the Architect and Contractor to the District for resolution

2.2.6.2 Unintended Effects. The Architect shall notify the District and Contractor of any unintended effects that may result from any proposed value engineering design element regardless of origin.

2.2.6.3 Meetings. The Contractor will conduct meetings related to value engineering and will prepare meeting notes to summarize the meeting. The Architect shall participate in meetings and associated efforts.

2.2.6.4 Approval of Value Engineering Items. The Architect shall summarize changes to be made to the Project design and submit the summary to the District for approval, and shall incorporate into the Design Documents those value engineering items and bid alternates approved by the District for inclusion in the Project in the next Design Phase.

2.2.7 Document Review. At each Design Phase requiring a document review as part of the basic Services the Architect shall prepare an electronic matrix format for collection of comments and shall distribute the document to reviewers designated by the District. Upon receipt of comment from reviewers, the Architect shall consolidate the comments received and shall respond fully to each comment, indicating the recommended disposition of each.

2.2.7.1 Response to Comments. Architect shall identify those comments that affect the budget or have unintended effects on the design.

2.2.7.2 Meetings. Architect shall conduct meetings with the District, the Contractor and other reviewers as needed to resolve review comments.

2.2.7.3 Incorporation of Approved Items. Architect shall incorporate into the Design Documents those comments or modifications approved by the District for inclusion in the Project.

2.2.7.4 Review Schedule. Architect shall schedule review and resolution efforts during the academic year to correspond with availability of key College reviewers, shall allow sufficient time for Contractor, College and District review, and shall respond to comments in a timely manner, all in accordance with Attachment "D", Design Services Schedule.



2.2.8 Documents for Review and Cost Estimates. At each Design Phase requiring a document review and/or cost estimating as part of the basic Services the Architect shall provide copies, as a Reimbursable Expense, of all Design Documents for that Design Phase to the District and Contractor in the quantities requested by the District.

2.2.9 BIM Documents. If requested by the Contractor, Architect shall provide electronic format BIM drawings for use by the Contractor and its subcontractors. The Architect may require the Contractor to agree to limitations on use of the information provided.

2.2.10 Schedule Consultation. The Architect shall consult with the Contractor during the Contractor's development of the Project pre-construction and construction schedules.

### 2.3 PRE-DESIGN SERVICES

2.3.1 Investigation of Existing Conditions. The Architect, in cooperation with the Contractor, shall investigate and assess the existing conditions and utility infrastructure systems for the planned improvement area as necessary to mitigate reasonably foreseeable conditions that would affect the project cost or schedule. This includes interviews with the appropriate District staff and direct inspections to determine any potential performance issues and unknown costs related to exterior envelope components, structure, interior finishes, utility infrastructure and equipment. Special care should be taken to inspect readily-accessible unconfined spaces and to review hazardous materials reports and any "as-built" documentation including but not limited to underground conditions. References to same shall be made or designated in the Design Documents to achieve a total project scope responsive to the approved program. Such investigation shall be conducted as early as practical. The Architect shall identify portions of the Project where destructive testing or physical investigation are required to determine site conditions, and shall assist the District in directing the Contractor to perform the required testing or investigation.

### 2.4 SCHEMATIC DESIGN PHASE

2.4.1 Schematic Design Documents. The Architect shall prepare, for approval by the District, Schematic Design Documents for the Project which shall consist of Drawings and other documents which illustrate the principal components of the Project and the relationship of the principal components of the Project. The Schematic Design Documents shall also include an outline of the Specifications. See Attachment "A" – Schematic Design Criteria.

2.4.2 Review of Schematic Design Documents. Upon completion of the Schematic Design Documents, the Architect shall provide Design Documents to the District and the Contractor for review and comment.

- 2.4.3 Construction Cost Estimate and Redesign Requirements. The Architect shall prepare a detailed Construction Cost Estimate of the completed Schematic Design Documents. Architect shall meet with the Contractor to reconcile the Architect's estimate with that of the Contractor. If the reconciled Construction Cost Estimate exceeds the Construction Budget, without fault or neglect of the District or the Contractor, the Architect shall revise the Schematic Design Documents, at no additional cost to the District, so that the reconciled Construction Cost Estimate conforms to the Construction Budget for the Project. Revisions to Schematic Design Documents, as approved by the District, shall appear in the Design Development Documents to reflect the changes required to bring the project back into compliance with the Construction Budget.
- 2.4.4 Accessibility Requirements. When the Schematic Design has reached partial development the Architect shall meet with the Division of the State Architect (DSA), Office of Regulatory Services Accessibility Division to review the proposed strategies for providing accessibility to the Project. After the meeting, the Architect shall prepare a report summarizing accessibility strategy and distribute to the District and the DSA representative, and shall include approved elements in the Design Documents.
- 2.4.5 Presentation to District and Board of Trustees. The Architect shall formally present the completed Schematic Design to the District's Board of Trustees for their review and information. Before presentation to the Board, the presentation shall be given to the District's executive staff for review and approval.

## 2.5 DESIGN DEVELOPMENT PHASE

- 2.5.1 Design Development Documents. Based on the approved Design Development Documents and any adjustments in the scope or quality of the Project or in the Construction Budget authorized by the District, the Architect shall prepare, for approval by the District, Design Development Documents consisting of Drawings and other documents which fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. See Attachment "B" - Design Development Criteria.
- 2.5.1.1 Incorporation of Approved Items Architect shall incorporate into the Design Development Documents all comments, modifications or other recorded notations approved by the District for inclusion in the Project in the Schematic Design Phase.
- 2.5.2 Review of Design Development Documents. Upon completion of the Design Development Documents, the Architect shall provide Design Documents to the District and the Contractor for review and comment.

2.5.3 Review Meetings. Architect shall conduct meetings to review the Design Development Documents with the District, College, and pertinent groups.

2.5.4 Construction Cost Estimate and Redesign Requirements. The Architect shall review the detailed Construction Cost Estimate prepared by the Contractor based upon the completed Design Development Documents and shall summarize any comments in a written report issued to the District within fourteen calendar days of receipt of the Estimate. The Architect shall meet with the Contractor to reconcile the Contractor's estimate with the Architect's review comments. If the reconciled Construction Cost Estimate exceeds the Construction Budget, without fault or neglect of the District or the Contractor, the Architect shall revise the Design Development Documents, at no additional cost to the District, so that the reconciled Construction Cost Estimate conforms to the Construction Budget for the Project. Revisions to Design Development Documents, as approved by the District, shall appear in the Construction Documents to reflect the Design Development Document changes that bring the project back into compliance with the Construction Budget.

## 2.6 CONSTRUCTION DOCUMENTS PHASE

2.6.1 50% Construction Documents. Based on the approved Design Development Documents and any adjustments in the scope or quality of the Project or in the Construction Budget authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Architect shall incorporate into the 50% Construction Documents comments, modifications or other recorded notations approved by the District for inclusion in the Project in the Design Development Phase.

2.6.1.1 Review of 50% Construction Documents. Upon completion of the 50% Construction Documents, the Architect shall provide Design Documents to the District and the Contractor for review and comment.

2.6.1.2 Construction Cost Estimate and Redesign Requirements The Architect shall review the detailed Construction Cost Estimate prepared by the Contractor based upon the completed 50% Construction Documents and shall summarize any comments in a written report issued to the District within fourteen calendar days of receipt of the Estimate. Architect shall meet with the Contractor to reconcile the Architect's estimate with the Architect's review comments. If the reconciled Construction Cost Estimate exceeds the Construction Budget, without fault or neglect of the District or the Contractor, the Architect shall revise the Design Development Documents, at no additional cost to the District, so that the reconciled Construction Cost Estimate conforms to the Construction Budget for the Project. Revisions to 50% Construction Documents, as approved by the

District, shall appear in the 100% Construction Documents to reflect the 50% Construction Document changes that bring the project back into compliance with the Construction Budget.

- 2.6.2 100% Construction Documents. Based on the approved 50% Construction Documents and any adjustments in the scope or quality of the Project or in the Construction Budget authorized by the District, the Architect shall prepare, for approval by the District, one hundred percent (100%) completed Construction Documents consisting of all Drawings and other documents which fully fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. See Attachment "C" – Construction Documents Criteria.

Architect shall incorporate into the 100% Construction Documents comments, modifications or other recorded notations approved by the District for inclusion in the Project in the 50% Construction Document Phase.

- 2.6.2.1 Review of Construction Documents. Upon completion of the Construction Documents for submission to DSA, the Architect shall provide Design Documents to the District and the Contractor for review and comment.

- 2.6.2.2 Review Meetings. Architect shall conduct meetings to review the DSA-submittal Construction Documents with the District, College, and pertinent groups and shall incorporate comments received into the 100% Construction Documents prepared for bidding.

- 2.6.2.3 Construction Cost Estimate and Redesign Requirements. The Architect shall review the detailed Construction Cost Estimate prepared by the Contractor based upon the completed 100% Construction Documents and shall summarize any comments in a written report issued to the District within fourteen calendar days of receipt of the Estimate. Architect shall meet with the Contractor to reconcile the Architect's estimate with the Architect's review comments. If the reconciled Construction Cost Estimate exceeds the Construction Budget, without fault or neglect of the District or the Contractor, the Architect shall revise the Design Development Documents, at no additional cost to the District, so that the reconciled Construction Cost Estimate conforms to the Construction Budget for the Project. Revisions to 100% Construction Documents, as approved by the District, shall appear in the Bid Documents and the Construction Documents submitted to DSA.

- 2.6.2.4 DSA Submittal. The Architect shall notify the District when the Architect believes the documents are ready to be submitted to DSA for review and approval. The District may authorize the Architect to submit the documents to DSA before a thorough review of the documents is complete based on the Architect's



written certification that the project meets the District's established design, budget and schedule parameters. However, the District reserves the right to delay submission of the Documents to DSA until conformance with such parameters is verified to the District's satisfaction. The Architect shall submit the 100% Construction Documents package to DSA for review and approval after it receives District approval to do so.

2.6.2.5 Governmental Approvals. The Architect shall assist the District by taking the lead in filing documents and obtaining approvals required by governmental authorities having jurisdiction over the Project including filings and approvals from DSA, the local Fire District, and other local Governmental Agencies. The foregoing includes, as required, submitting for approvals, submitting applicable permits and other items necessary for approval of the Construction Documents, bidding of Project, and construction of the Project.

2.6.2.6 Finishes Selection. Architect shall prepare finish boards that include all selected finishes and shall present the finishes to the District for its approval.

2.6.2.7 Presentation to Board of Trustees. The Architect shall formally present the completed Project design in a visual presentation along with the final budget to the District's Board of Trustees for their review and information.

## 2.7 BID DOCUMENTS PHASE.

2.7.1 Bid Documents. The Architect shall produce a final set of documents suitable for reproduction for bidding. The bid documents shall include the criteria used for Construction Documents as noted in Attachment "C", the requirements of all the design review, constructability comments and value engineering items approved by the District for inclusion into the Bid Documents, and shall incorporate the requirements of, and be in conformance with, all governmental authorities having jurisdiction over the Project. The Architect shall assemble a complete bid set that includes contract conditions, bidding requirements and other documents provided to the Architect by the District.

2.7.2 Design Resolution Summary. The Architect shall prepare a document itemizing all District review comments, constructability review comments, governmental review requirements, and proposed value engineering measures, and shall document the resolution of each item and the inclusion of items approved by the District into the bid documents. The Architect shall send printed and electronic format copies to the District.

2.7.3 Documents for Bid. The Architect shall provide copies of the completed bid documents, as a Reimbursable Expense, to the District, the Contractor and plan rooms as requested:

Contractor: One (1) printed copy suitable for reproduction and publication, two IDENTICAL copies in Adobe pdf electronic format on a compact disc, and two (2) additional IDENTICAL printed copies.

District: Two (2) printed copies and two electronic copies in Adobe pdf format on a compact disc.

Plan Rooms: Adobe pdf files for distribution to contractor plan room services, upon request, at no charge pursuant to PCC§§10111.2 and 20103.7.

## 2.8 BIDDING AND NEGOTIATION PHASE

2.8.1 Bidding Process. The Architect shall assist the Contractor in obtaining bids from subcontractors for construction of the Project. The Architect's assistance shall include conducting pre-bid job walks, attending pre-bid meetings, responding to bidder inquiries, and preparing and issuing bid addenda.

2.8.2 Development of Guaranteed Maximum Price. The Architect shall assist the Contractor and the District in development of the Guaranteed Maximum Price (GMP) for construction of the Project. The Architect's assistance shall include attending meetings with the Contractor and District to review subcontractor bids and recommending acceptance or rejection of bid alternates in order to produce a Guaranteed Maximum Price less than but close to the Project Budget.

2.8.3 GMP and Redesign Requirements. If the resulting GMP exceeds the District's Construction Budget, using all available bid alternates, without fault or neglect of the District or the Contractor, the Architect shall revise the Construction Documents, at no additional cost to the District, so that the project can be constructed within the Project Budget.

2.8.4 Contract Construction Documents. Upon approval by the District of a GMP, the Architect shall produce a final set of documents suitable for construction of the building. The Contract Construction Documents shall include all addenda issued during bidding and clear definition of accepted or rejected bid alternates.

2.8.5 Documents for Construction. The Architect shall provide copies of the completed Contract Construction Documents, as a Reimbursable Expense, to the District and Contractor:

Contractor: One (1) printed copy bearing DSA approval stamps suitable for reproduction and publication, two IDENTICAL copies in Adobe pdf electronic format on a compact disc, and two (2) additional IDENTICAL printed copies.

District: Two (2) printed copies, two (2) electronic copies in Adobe pdf format on a compact disc, and two (2) electronic copies in AutoCADD format on compact disc.

## 2.9 CONSTRUCTION PHASE - ADMINISTRATION OF CONSTRUCTION CONTRACT

- 2.9.1 Duration of Construction Phase. The Architect's responsibility to provide basic Services for the Construction Phase of the Project under this Agreement commences with the award of the Construction Contract for the Project and terminates upon acceptance by all authorities having jurisdiction, or upon the District's written acceptance of the completed Project or written notice from the District that services are no longer required.
- 2.9.2 Administration of Construction Contract. The Architect shall provide administration of the Construction Contract for the Project as set forth below. The Architect's services in connection with administration of the Construction Contract for the Project shall be performed in a manner complementary to others providing services related to construction of the Project and/or administration of the Construction Contract for the Project, including, without limitation, the District, the District's Inspector, the Project Manager, and providers of testing and/or inspection services required for Project construction.
- 2.9.3 Architect Duties. Duties, responsibilities and limitations of authority of the Architect in connection with administration of a Construction Contract for the Project shall not be restricted, modified or extended without written agreement of the District and Architect. The District shall be solely responsible for ensuring that any agreement between the District and Contractor or any other party constructing a portion of the Project is in conformance with the terms and conditions contained in this Agreement. If the Agreement between the District and Contractor or other party requires services of the Architect beyond the basic Services described in this Agreement, the District agrees that the Architect shall be compensated for such services, if provided, as Additional Services or Contingent Additional Services. However, Architect shall not charge as Additional Services work that could/should have been performed as Basic Services during the original scheduled project duration.
- 2.9.4 Architect as Representative of the District. The Architect shall be a representative of and shall advise and consult with the District during construction of the Project until Final Payment to the Contractor for the Project is due, up to one year after the date of Substantial Completion of the work and the District's written acceptance of the completed Project or written notice from the District or Project Manager that services are no longer required. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified by written instrument.

- 2.9.5 Site Observations. The Architect and any of the Architect's consultants appropriate to the stage of work shall visit the construction site and attend weekly on-site job meetings to become familiar with the progress and the quality of the work and to determine if the work is being performed in accordance with the Contract Documents and approved Contract Schedule. The Architect shall coordinate scheduling of site visits with the Project Manager and all Architect contacts with Contractors shall be through the Project Manager. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect shall keep the District informed of the progress and quality of the Work, and shall endeavor to guard the District against defects and deficiencies in the Work. The Architect and Architect's major consultants are required to issue written Field Reports, at a minimum every month until Occupancy, outlining work in place to date, and any notification of deficiencies given to the Project Manager. *(More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.3.9 (Additional Site Observations)).* The Architect shall promptly advise the District of any work which the Architect believes is not in conformity with the Contract Documents.
- 2.9.6 Contractor Responsibilities. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Construction Contract. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents; provided, however, that the Architect shall keep the District informed of any material failure of the Contractor's Progress Schedule to comply with applicable requirements of the Construction Contract Documents or material failure of the Contractor to construct the Project in accordance with the Construction Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 2.9.7 Architect's Access to the Work. The Architect shall at all times have access to the Work of the Project wherever it is in preparation or progress.
- 2.9.8 Project Communications. Unless direct communication has been specifically authorized, the Architect and Contractor shall communicate through the Project Manager. Communications by and with the Architect's Design Consultants shall be through the Architect.
- 2.9.9 Rejection of Work. The Architect shall have authority to reject Work that does not conform to the Construction Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Construction Documents, the Architect shall have authority to require additional inspection or testing

of the Work in accordance with the provisions of the Construction Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.9.10 Review of Submittals. The Architect shall review and take appropriate action upon Shop Drawings, Product Data and Samples (collectively referred to as "Submittals") required of the Contractor by the Construction Documents, but only for the limited purpose of checking for general conformance with the design concept expressed in the Construction Documents. If the Construction Documents require the Contractor to prepare a Progress Schedule which includes submission and review of Submittals as Progress Schedule activities and the Architect is afforded the opportunity to participate in the District's review and approval of the Contractor's Progress Schedule, the Architect's review of Submittals shall conform with the final approved Contractor's Progress Schedule. If the Construction Documents do not require, or if the District elects to waive the requirement that the Contractor prepare a Progress Schedule, the Architect's review of Submittals shall be completed within a reasonable time so as not to delay, hinder or interrupt the orderly progression of construction of the Project and completion of Project construction within the Construction Contract Time. The timeframes for the Architects reviews or re-reviews shall be no longer than the following: Shop Drawing and Submittals – twenty-one (21) calendar days; and High Priority Items – three (3) business days. These timeframes can only be changed by the District. If any of these timelines cannot be met, the Project Manager and/or the District shall be informed prior to the timeframe expiration. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Construction Documents. The Architect's review shall not constitute review of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate review of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. The Architect or its consultants shall not approve any substitutions proposed by the Contractor without the express, written consent of the District. The timeframes for the Architects reviews or re-reviews of Substitutions including approvals by the District's authorized representative shall be no longer fourteen (14) calendar days.

2.9.11 Response to Contractor Questions. The timeframes for the Architect's responses to requested information shall be no longer than the following: Requests for Information (RFI's) – or Requests for Clarification (RFC's) – seven (7) calendar days.

2.9.12 Changes. In consultation with the District, the Architect shall assist in the development of procedures, forms, and processes for the issuance and evaluation of changes or potential changes to the Work. The Architect shall prepare change documents and data for the District's approval and execution in accordance with the Construction Documents, and may authorize minor changes in the Work not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Contract Time and which are not inconsistent with the intent of the Construction Documents. The Architect shall assist the District in evaluating Change Proposals of the Contractor and shall advise the District of the nature, extent and scope of Change Proposals along with alternatives. The Architect shall make recommendations to the District for issuing Change Orders (including specific adjustments of the Guaranteed Maximum Price and the Construction Contract Time) on account of Change Order Requests, Change Proposals, Construction Change Directives or other actual or potential Changes to the Work. The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Project Manager for the District's approval and execution in accordance with the Contract Documents.

2.9.13 Substantial Completion; Final Completion. The Architect, assisted by the Project Manager and District's Inspector, shall conduct inspections to determine the date or dates of Substantial Completion and the date or dates of Final Completion. The Architect shall generate a punch list, as needed and requested by the Project Manager, of all incomplete or unaccepted items of work to assist and facilitate the completion of the Project by the Contractor. The Architect shall forward to the Project Manager all warranties and similar submittals required by the Contract Documents which have been received from the Contractor. The Architect shall complete all DSA closeout procedures and requirements, including but not limited to, completion certificates, testing reports, and change order approvals. The Architect shall provide the District a detailed listing of documents delivered to DSA along with proof of delivery. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents. The Architect shall determine and certify the date of Final Completion.

2.9.13.1 Commissioning. The Architect and its Design Consultants shall participate in the commissioning of the project and startup process and assist any third-party commissioning agents engaged by the District for such purposes. Attendance of mechanical, electrical and plumbing systems Design Consultants shall be required at commissioning meetings.

2.9.13.2 Project Closeout and Commissioning. The Architect shall assist the Project Manager in meeting its obligation to close out



the construction phase of the project within ninety (90) days of Substantial Completion. This includes, but is not limited to responding to, obtaining DSA approvals for all requests for information, change orders, requests for guidance, punch list inspections, issuance of completion certificates, or any other required documentation needed to close out the project including submitting all final DSA documentation. Unless directed otherwise by the District, the only exception to the ninety (90) day construction closeout window is the commissioning process. The commissioning process will extend beyond the closeout window. If the Architect's failure to assist the Project Manager causes the Contractor to not be able to close out the project within ninety (90) days, the Architect may be subject to any additional costs from the District or Project Manager caused by that failure if it is determined to result from professional negligence of the Architect.

#### 2.9.14 Disputes; Interpretations Under the Construction Contract Documents

2.9.14.1 Arbiter of Disputes. The Architect shall interpret and decide matters concerning performance of the District and Contractor under the requirements of the Construction Documents on written request of either the District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Architect's decisions on claims, disputes or other matters, including those in question between the District and Contractor, except for those relating to aesthetic effect as provided in Article 2.6.14.3 Aesthetic Effects, may be subject to arbitration as provided in this Agreement and in the Construction Documents.

2.9.14.2 Architect's Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Construction Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both District and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.9.14.3 Aesthetic Effects. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Construction Documents.

2.9.15 Punchlist. At the time of determining Substantial Completion and in conjunction with the District, the Project Manager and the Contractor, the Architect shall note the conditions of the Work requiring correction, replacement, removal or other action necessary to comply and conform to the requirements of the Construction Documents ("the Punchlist"). The Architect shall, in conjunction with the District, the

Project Manager, and the Contractor, determine the time reasonably necessary to complete the Punchlist items. If mutual agreement is not reached regarding the time for the Contractor's completion of the Punchlist, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punchlist.

2.7.16 Modification of Construction Phase Responsibilities. Notwithstanding the items of Construction Phase Basic Services described hereinabove, the scope of the Architect's Construction Phase Basic Services may be modified by mutual agreement of the District and the Architect for the Project. Modifications to the scope of Construction Phase Basic Services, if any, for the Project shall be set forth in a revision to this agreement.

### **ARTICLE 3    ADDITIONAL SERVICES**

- 3.1 GENERAL. The services described in this Article 3 are not included in basic Services. If authorized by the District, Additional Services shall be paid for by the District as provided in this Agreement, in addition to the compensation for basic Services. The services described under Articles 3.2 Project Representation Beyond Basic Services and 3.4 Optional Additional Services, shall be performed by the Architect only if authorized in writing by the District. If services described under Contingent Additional Services in Article 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the District in writing prior to commencing such services, stating the reason for the change and estimated changes, if any, in the Architect's Design Contract Price or Architect Schedule. If the District deems that such services described under Article 3.3 are not required, the District shall give prompt written notice to the Architect. If the District indicates in writing that all or part of such Contingent Additional Services is not required, the Architect shall have no obligation to provide those services.
- 3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES. If more extensive representation at the Site than is described in Article 2.7.5 Site Observations is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities. Project Representatives shall be selected, employed, and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. The furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.
- 3.3 CONTINGENT ADDITIONAL SERVICES - Contingent Additional Services consist of:
- 3.3.1 Project Quality Program. To the extent that the District has instituted a project quality program to more vigorously inspect the quality of construction as performed by the Contractor, the Architect shall conduct additional and more exhaustive inspections as specified by the District.

- 3.3.2 Revisions to Design Documents. Making revisions to the approved Design Development Documents or Construction Design Documents when such revisions are: (a) required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of such documents; or (b) due to changes required as a result of the District's failure to render decisions in a timely manner. Correction of any design errors or omissions shall not be considered Contingent Additional Services.
- 3.3.3 Assigned Project Changes. Providing services required because of significant changes in the Project including, but not limited to, size, quality, or complexity requested by the District.
- 3.3.4 Fire; Casualty. Providing consultation concerning replacement of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such damage, except to the extent that the Architect or its Design Consultants have caused or contributed to such fire or other casualty.
- 3.3.5 Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the District or Contractor under the Construction Contract.
- 3.3.6 Excessive Claims. Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work, except to the extent that such claims arise out of the services, Design Documents or other work product provided or performed by or through the Architect and involve claims that are substantially based on alleged design errors or omissions.
- 3.3.7 Dispute Resolution Proceedings. Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto or where the claims are substantially design related.
- 3.3.8 Extended Construction Duration. Providing additional Construction Administration services when the construction duration is extended through no fault of the Architect.
- 3.3.9 Additional Site Observations. Providing additional site observations when construction duration is extended through no fault of the Architect.
- 3.4 OPTIONAL ADDITIONAL SERVICES. Optional Additional Services include:
  - 3.4.1 Feasibility/Special Studies. Providing financial feasibility or other special studies, beyond what is detailed within the basic Services.
  - 3.4.2 Site Analysis. Providing planning surveys, site evaluation or comparative studies of prospective sites, beyond what is detailed within the basic Services.

- 3.4.3 Special Surveys / Studies. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project except to the extent expressly included in the basic Services under this Agreement.
- 3.4.4 Quantity Surveys/Inventories. Providing detailed quantity surveys or inventories of material, equipment and labor, except as required for Construction Cost Estimates.
- 3.4.5 Ownership/Operating Cost Evaluations. Providing analyses of owning, operating and life cycle costs.
- 3.4.6 Interior Design. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, except to the extent that such items are included in the scope of the Construction Contract for the Project or included in the scope of the Architect's basic Services for the Project. Basic Services shall include sufficient furniture and equipment layout to confirm the functionality of the design.
- 3.4.7 Inventory of Existing Facilities. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.8 District's Agents Requirements. Services, exceeding those included in the scope of basic Services, in connection with the requirements of District's agents, representatives, vendors; i.e. bankers, insurance company, etc.
- 3.4.9 Post Final Payment. Providing services after issuance to the District of the Certificate for Final Payment for the Project except as provided under 2.1.10 LEED Certification and 2.6 Construction Administration which may extend the required service time period.
- 3.4.10 Record Documents. Providing services to prepare Record Design Documents or "As-Built" Drawings for the Project; provided, however, the Architect shall generally review the As-Built Drawings prepared by the Contractor for the Project.
- 3.4.11 Professional Renderings. Providing preparation and presentation services of artistic representations / renderings, either drawn and / or colored, depicting the buildings future appearance.

#### **ARTICLE 4 DISTRICT'S RESPONSIBILITIES**

- 4.1 PROJECT INFORMATION. The District shall provide information regarding requirements for the Project, including a program, which shall set forth the District's objectives, schedule, constraints and criteria for the Project.
- 4.2 CONSTRUCTION BUDGET. The District shall establish and or provide a Construction Budget for the Project.

- 4.3 DISTRICT REPRESENTATIVE. The District shall designate a representative authorized to act on the District's behalf with respect to the Project. The District's Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

District designated representative shall be the person named below:

Art Heinrich, Bond Director

- 4.3.1 Program Management and Coordination. The District will designate a Project Manager who will act as the District's agent to direct the Architect in the performance of its responsibilities. The Architect agrees to coordinate its work and activities with the Project Manager, and to act on the Project Manager's instructions. The Architect further agrees to coordinate its work with other consultants and contractors retained by the District to work on this project or on related projects.
- 4.4 CONTRACTOR. The District shall provide the services of a contractor to perform preconstruction services and complete construction of the Project. The Contractor shall perform the duties required by DSA as outlined in DSA Interpretations of Regulations Document IR A-24.
- 4.5 SOILS; GEOTECHNICAL SERVICES. When required by the scope of the Project, the District shall furnish the services of geotechnical and soils engineers for the Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 4.6 DISTRICT DESIGN CONSULTANTS. The District shall furnish the services of Architects, other than those enumerated in Article 2, basic Services, when such services are reasonably required by the scope of the Project and are requested by the Architect and approved by the District.
- 4.7 PROJECT INSPECTOR. The District shall employ a qualified Project Inspector to perform the duties required by DSA, as summarized in DSA Interpretation of Regulations Document IR A-8
- 4.7 TEST/INSPECTION SERVICES. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Construction Contract Documents.
- 4.7 PROJECT CONSULTANTS. Except for the Design Consultants included in the Architect's basic Services, the District shall furnish all accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the District may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

- 4.8 ARCHITECT'S RELIANCE ON INFORMATION. The services, information, surveys and reports required by Articles 4.5 through 4.7 shall be furnished at the District's expense unless otherwise specified, and the Architect shall be entitled to rely upon the accuracy and completeness thereof, subject to the Architect's initial review and acceptance of such information, surveys and reports, and notification to the District of apparent errors or discrepancies therein.
- 4.9 DISTRICT PROVIDED SERVICES/INFORMATION. Unless otherwise set forth in this contract, the District will provide the following information/services: (a) hazardous materials assessment/abatement consultant and information; (b) Site surveys and topography; (c) specification for furniture and/or other furnishings and equipment not included in the scope of the Construction Contract awarded by the District for construction of the Project.
- 4.10 DISTRICT NOTICE. Prompt written notice shall be given by the District to the Architect if the District becomes aware of any fault, failure, defect, or neglect of Architect or in the services provided by Architect hereunder; provided that the failure or delay by the District in giving such notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure or neglect of the Architect, except to the extent that such failure or delay of the District is prejudicial to the Architect's ability to remedy any such Architect fault, neglect or failure.
- 4.11 AS-BUILT DRAWINGS. The District shall require the Contractor to provide the District with as-built record drawings indicating the location and size of all underground, concealed, or imbedded construction not covered in the original drawings, change orders, supplemental drawings, or Shop Drawings. The Contractor shall be required to record such construction on reproducible drawings furnished to the Contractor by the District. The Contractor shall be required to submit completed record drawings to the Architect for review. Such a review by the Architect shall not relieve the Contractor of his or her responsibilities for the accuracy and completeness of the information recorded.

## **ARTICLE 5 CONSTRUCTION COST**

- 5.1 CONSTRUCTION COST DEFINED. The Construction Cost shall include the cost to the District to construct the project as designed and specified by the Architect. The Construction Cost shall include the cost of components required to be included in the GMP: the Contractor's direct cost of construction; Contractor's construction services; Contractor's overhead and profit; Contractor's contingency fund; and allowances approved by the District. The Construction Cost shall not include the District's construction contingency, site acquisition costs, design or management fees, Contractor's fees for preconstruction services, or fixtures furnishings and equipment not specifically included in the Project.
- 5.2 CONSTRUCTION BUDGET. The Construction Budget is the amount of funding allocated by the District for construction of the Project, specifically intended to fund the Construction Cost as defined above. The Construction

Budget may be modified from time to time by the District in consultation with the Architect, provided that if the District and Architect are unable to mutually agree upon modifications to the Construction Budget, the District shall have the authority in its sole reasonable judgment to modify the Construction Budget. The Construction Budget for the Project is \$10,500,000.

5.2.1 Responsibility for Design within Project Budget. The Architect and the Contractor shall be jointly responsible for designing and bidding the Project to cause it to be constructed within the Construction Budget. The Architect shall work with the Contractor and the District in accordance with Article 2.2 of this Agreement to control Project costs.

5.2.2 Architect's Estimates. The Architect's evaluations of the Construction Budget and their detailed Construction Cost Estimates represent the Architect's best judgment as a design professional familiar with the construction industry of the then current Construction Cost to construct the Project as reflected in the then current Design Documents. It is recognized that the Architect does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions; however, the Architect is responsible for reconciliation of its estimates with the Contractor's estimates and for development, jointly with the Contractor, of strategies to allow the Project to be constructed within the Construction Budget.

5.2.3 Bid Costs Exceeding Project Construction Budget. If within ninety (90) days of the date upon which Architect obtains final DSA approval for the Construction Documents for the Project, the District shall have directed the Contractor to solicit bid proposals from subcontractors to establish the GMP, and the proposals are received within said ninety (90) days, and the resulting GMP, including all elements of the Construction Cost, exceeds the Construction Budget, the District may: (1) approve an increase in the Construction Budget; (2) reject all or some of the subcontract bid proposals and authorize re-bidding; (3) abandon or terminate the Project; or (4) revise the Project scope to reduce or eliminate portions of the Project so as to limit and reduce construction costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Project or component parts thereof which cause the GMP to exceed the Construction Budget, if the District elects to revise the Project pursuant to (2) or (4) above, the Architect shall make all necessary revisions to the Construction Documents necessary for rebidding, without adjustment of the Contract Price.

If the GMP for the Project exceeds the Construction Budget, and if the District elects to approve an increase in the Construction Budget, there shall be no adjustment to the Architect's Contract Price.

## **ARTICLE 6 USE OF DESIGN DOCUMENTS**

6.1 DISTRICT OWNERSHIP. Ownership of the originals and reproducible drawings, specifications and other Design Documents prepared by or on behalf of the Architect under this Agreement, including without limitation



working drawings, master plans, preliminary sketches, architectural presentation drawings, structural and other engineering calculations or computations, estimates, Schematic Design Drawings, Design Development Drawings, and Construction Drawings are and shall remain the property of the District. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said §17316 to "school district" shall be deemed to refer to the District. Upon the termination of this Agreement, termination of any Revision for the Project, or the abandonment or all or any portion of the Project, the District may use any portion of the completed drawings, specifications, estimates and other Design Documents completed at the time of termination or abandonment for any purpose relating to the Project for which the Design Documents were prepared, including without limitation, completion of Design Documents for the Project, construction of the Project, future additions, alterations, repairs, maintenance, reference, use or occupancy. The foregoing notwithstanding, the Architect shall be permitted to retain copies, including reproducible and electronic file copies of the Design Documents for information and reference, including the re-use of details contained in the Design Documents for other projects, provided that the rights of the Architect hereunder shall not be deemed to permit the Architect to use the Design Documents prepared under this Agreement in whole or in substantial part for other projects.

In the event that the District permits any unauthorized use, reuse or modification to the Design Documents by any person, firm or legal entity, the District agrees to indemnify, defend and hold the Architect, its employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of such unauthorized use, reuse or modification of the Design Documents and other documents, except where the Architect is found to be liable for such damages or losses by a court or forum of competent jurisdiction.

- 6.2 ARCHIVE OF ELECTRONIC FILES. Due to risk of damage, anomalies in transcription and modification during use, whether intended or otherwise, it is agreed that the Architect shall archive a copy of the electronic media transferred to the District, Contractor, and/or plan rooms, the contents of which it is expressly agreed shall be conclusive proof in all disputes over the content of electronic media furnished to the District. Use of the electronic media at the District's election shall be at the sole risk of the District.

## **ARTICLE 7    DISPUTES**

- 7.1 CONTINUATION OF ARCHITECT'S SERVICES. Except in the event of the District's failure to make undisputed payment of the Contract Price for the Project due Architect, notwithstanding any disputes between District and Architect hereunder, Architect shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes. Unless otherwise agreed in writing, the Architect shall continue to carry out its services as provided in this Agreement and maintain its progress during any proceedings undertaken pursuant to this Article, and the District shall continue

to make payments to the Architect in accordance with this Agreement, except for matters specifically relating to the dispute.

7.2 MANDATORY MEDIATION. All claims, disputes and other matters in controversy between the District and the Architect arising out of or pertaining to this Agreement or any Project Revision, shall be submitted for resolution by non-binding mediation conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of JAMS in effect as of the date that a Demand for Mediation is filed, except as expressly modified herein. The locale for any mediation commenced hereunder shall be the regional office of the JAMS located in San Francisco. The commencement and completion of mediation proceeding pursuant to the foregoing is a condition precedent for either the District or the Architect initiation arbitration proceedings under Article 7.3 Arbitration of this Agreement. The Architect and District shall each bear their own fees, costs and expenses incurred in connection with, or otherwise arising out of, mediation proceedings commenced hereunder.

7.3 ARBITRATION. If Mandatory Mediation under Article 7.2 is unsuccessful, all unresolved claims, disputes and other matters in controversy shall be resolved by binding arbitration conducted in accordance with the Engineering and Construction Arbitrations Rules and Procedures of JAMS in effect as of the date that a filing of a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS located in San Francisco. The following items apply to both Section 7.2 and 7.3:

1. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph 5 below.
2. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.
3. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.
4. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

5. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following forty-five (45) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

6. At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.

7. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until fifteen (15) days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Architect. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Architect, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Architect. The Architect's insurer, the Architect's Design Consultants, sub-consultants and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Architect, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Architect, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) shall not award arbitration costs, including Arbitrators' fees to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Project is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §§1285 et seq.

## ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

- 8.1 TERMINATION FOR DEFAULT. This Agreement or a Project Revision may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement, or a Project Revision, through no fault of the party initiating the termination.
- 8.2 DISTRICT RIGHT TO SUSPEND. If the Project is suspended by the District for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for reasonable expenses incurred as a direct result of the suspension and the resumption of the Architect's services.
- 8.3 DISTRICT RIGHT TO ABANDON. A Project Revision may be terminated by the District upon not less than seven (7) calendar days' written notice to the Architect in the event that the Assigned Project is permanently abandoned. If the Project is abandoned by the District for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving written notice.
- 8.4 ARCHITECT SUSPENSION. Failure of the District to make payments to the Architect in accordance with this contract may be treated by the Architect as substantial nonperformance and cause for termination. If the District fails to make payment when due under this contract, the Architect may, upon seven (7) calendar days' written notice to the District, suspend performance of services under this Agreement. Unless the payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the District for delay or damage caused the District because of such suspension of services. The Architect shall further have the right to retain possession of all Drawings, Specifications and other Design Documents prepared for the Project until full payment of all amounts due for services performed has been received. The Architect shall not be held liable for any claims, liabilities, costs and expenses, damages or losses that may result from any such withholding of Drawings, Specifications and other Design Documents. No failure on the part of either party of this Agreement to exercise its rights hereunder shall be or operate as a waiver, release or relinquishment of any rights or powers conferred under this Agreement.
- 8.5 COMPENSATION TO ARCHITECT. In the event of termination of this Agreement which is not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Article 8.6 District Termination for Convenience.
- 8.6 DISTRICT TERMINATION FOR CONVENIENCE. The District may, at any time, upon seven (7) calendar days advance written notice to Architect terminate the entirety of this Agreement for the District's convenience and without fault, neglect or default on the part of Architect. In such event, this Agreement shall be deemed terminated seven (7) calendar days after the date of the District's written notice to Architect or such other time as the District and Architect may mutually agree upon. If the District terminates this Agreement,

the District shall make payment to the Architect for services provided for the Project through the date of termination plus actual costs incurred by Architect directly attributable to such termination.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

- 9.1 GOVERNING LAW; INTERPRETATION. This Agreement and each Revision issued hereunder shall be governed by the laws of the State of California. This Agreement and any Revision issued hereunder shall be interpreted in accordance with their fair meaning and not strictly for or against the District or the Architect.
- 9.2 STATUTE OF LIMITATIONS. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for the Project for acts or failures to act occurring prior to Substantial Completion of the Project, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion of the Project, except for duties performed for up to one (1) year after Substantial Completion.
- 9.3 WAIVER OF PROPERTY DAMAGE. District and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the General Conditions of the Contract for Construction. The District and Architect each shall require similar waivers from their contractors, consultants and agents.
- 9.4 SUCCESSOR AND ASSIGNS. The District and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither District nor Architect shall assign this Agreement without the written consent of the other.
- 9.5 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and Architect.
- 9.6 THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the District or Architect.
- 9.7 ASBESTOS; PCBs; TOXIC SUBSTANCES. Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Accordingly, the District hereby agrees that

no claim or suit for negligence, breach of contract, indemnity or any other cause of action will be brought by the District against the Architect, its employees and consultants arising out of the presence of asbestos, asbestos-related materials, or any other hazardous substance, in any form whatsoever, as defined by the Environmental Protection Agency or any other public authority, in any building or structure that is the subject of services performed by the Architect on this Project. The District further agrees to indemnify, defend and hold the Architect, its employees and consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of the presence of hazardous substances, including, but not limited to, asbestos or asbestos-related materials, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

- 9.8 ARCHITECT USE OF PROJECT MATERIALS. The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary. The District shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

- 9.9 ARCHITECT AND DESIGN CONSULTANTS INSURANCE. Unless otherwise stated, at all times during performance of services under this Agreement, the Architect and each of its Design Consultants under this Agreement or for an Assigned Project shall obtain and maintain the following insurance coverage: Each of the Architects Design Consultants shall maintain insurance coverage equal to fifty percent (50%) of the amount listed below.

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage)	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Claim	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$1,000,000
Aggregate	\$2,000,000

Prior to commencement of services for the Project, the Architect shall deliver to the District Certificates of Insurance evidencing the insurance coverage required hereunder for the Architect and each Design Consultant for the Project. Said Insurance Certificates shall also show the deductible or any self-insured amounts of each policy. All policies of insurance required hereunder

shall be acceptable only if issued by insurer(s) authorized to issue insurance by the State of California and the insurer(s) are reasonably acceptable to the District. Coverage under each of the required insurance policies shall, whether by endorsement or otherwise, provide that the coverage there under shall not be modified, cancelled or allowed to expire without at least thirty (30) days advance written notice to the District. The District and its consultants shall be named as Additional Insured to the Commercial Liability Insurance policy of the Architect and each of its Design Consultants for the Project. The District shall have the right to withhold any and all payments due Architect until the appropriate and complete Certificates of Insurance are provided.

- 9.10 DSA STANDARDS. Architect understands and agrees that the Project will be subject to regulatory review and approval by the Division of the State Architect (DSA), and understands and agrees that a higher level of design drawings and construction are required to meet State of California requirements. The Architect shall manage, coordinate, and expedite when required, all necessary communications and meetings for timely resolution of all DSA issues and requirements to assist the Project Schedule and provide all timely required DSA documentation through and including close out of the project. The Architect recognizes that due to state budgeting restrictions, DSA is understaffed and submissions to DSA may require substantial lead times, and should factor that in accordingly.

- 9.11 DEFINITIONS. Unless otherwise set forth in this Agreement, the following terms shall be as defined herein.

9.11.1 Construction Contract. The contract for construction of the Project for a Guaranteed Maximum Price, awarded by the District to a Contractor through a facilities lease and a site lease. The District may, in its sole and exclusive discretion award one or more Construction Contracts for construction of the Project; if the District elects to award one or more Construction Contracts for construction of the Project, references herein to "Construction Contract" shall refer to all Construction Contracts awarded by the District for the Project.

9.11.2 Contractor. The individual or entity selected by the District to provide preconstruction services and to construct the Project after award of the Construction Contract by the District. If the District awards more than one Construction Contract for construction of the Project, references in this Agreement to the Contractor shall be deemed references to all Contractors awarded a Construction Contract for the Project.

9.11.3 Design Documents. The Drawings, Specifications, calculations and other work product prepared by the Architect or its Design Consultants for the Project or any portion thereof. Design Documents include Drawings, Specifications and other documents prepared by the Architect and/or its Design Consultants for the Project, and includes Schematic Design Documents, Design Development Documents and Construction Documents.



- 9.11.4 Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect as sub-consultants to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be qualified and duly licensed in the state of California to perform or provide the portion of Architect's services or work product assigned to them. Within seven (7) days of the signing of this contract by the Architect, the Architect shall submit a complete list of all Design Consultants it intends to utilize on this Project. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify and hold harmless District and its Board of Trustees, employees, officers, agents and representatives from and against, all losses, costs, damages, liabilities, actions or demands arising out of the services or work product provided or performed by Design Consultants.
- 9.11.5 Submittals. Shop drawings, product data or samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.
- 9.11.6 Site. The physical area for construction and related activities of the Project.
- 9.11.7 Construction Cost Estimate. Construction Cost Estimates are detailed estimates prepared by or on behalf of the Architect of the then-current costs of labor, materials, equipment and services necessary to complete construction of the Project in accordance with the Design Documents. The Construction Cost Estimates shall be prepared to estimate the Guaranteed Maximum Price as defined below. Construction Cost Estimates shall be prepared in accordance with Attachment "E" – Estimating Standards.
- 9.11.8 Construction Contract Time. The Construction Contract Time is the duration allowed under a Construction Contract awarded by the District for the Contractor to achieve substantial completion of construction of the Project.
- 9.11.9 Guaranteed Maximum Price (GMP). The Guaranteed Maximum Price is the price due from the District to a Contractor awarded a Construction Contract for the Project. Components of the GMP are defined in Attachment "E" to this Agreement – Estimating Standards.
- 9.11.10 Contract Price. The Contract Price is the estimate of the total amount payable by the District to the Architect for the basic Services of the Project, as further described below.

The Contract Price shall include the Architect's direct personnel expenses and related overhead costs. These are defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory

employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, insurance and other overhead costs associated with or arising out of performance of basic Services, except for Reimbursable Expenses. Miscellaneous costs incurred in the interest of the Project shall be included Contract Price, including costs for mileage incurred, reproductions and computer plotting needed for the Architect's contracted services and coordination, courier, telephone and FAX charges.

## **ARTICLE 10 PAYMENTS TO THE ARCHITECT**

10.1 DIRECT PERSONNEL EXPENSE. The Project Contract Price shall include the Architect's Direct Personnel Expenses and related overhead costs. These are defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, travel to and within San Francisco, San Mateo, Santa Clara, Contra Costa, and Alameda Counties, insurance and other overhead costs associated with or arising out of performance of basic Services, except for Reimbursable Expenses.

### **10.2 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

10.2.1 Architect Billings to District. the Architect shall submit monthly billing invoices to the District for payment. Architect's billings shall be in such form and format as may be reasonably requested by District.

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

## ARTICLE 11 DESIGN CONTRACT PRICE & BASIS OF COMPENSATION

### 11.1 COMPENSATION FOR BASIC SERVICES. The Design Contract Price and the basis of payment shall be as identified below.

• Schematic Design:	\$ 210,648	Lump Sum Fee
• Design Development:	\$ 287,952	Lump Sum Fee
• Construction Documents:	\$ 444,648	Lump Sum Fee
• DSA Submittal:	\$ 28,226	Time & Expenses
• Bidding & GMP Negotiation:	\$ 20,132	Time & Expenses
• Construction Administration:	\$ 286,060	Time & Expenses
• Project Closeout/DSA Closeout:	\$ 34,560	Time & Expenses
○ SUBTOTAL	\$1,312,226	
• Reimbursable Expenses:	\$ 15,000	Time & Expenses
○ TOTAL:	\$1,327,226	

### 11.2 COMPENSATION FOR ADDITIONAL SERVICES

#### 11.2.1 OPTIONAL ADDITIONAL SERVICES

• Library Planning, Will Baty, LRC	\$10,000	Time & Expenses
• Landscape	\$25,000	Time & Expenses
• Signage, Prop + Guerin	\$30,000	Time & Expenses
○ TOTAL:	\$65,000	

11.2.2 Time and Expenses Compensation. If Additional Services are authorized by the District to be performed on a time-and-expenses basis, compensation for personnel time will be made at an hourly rate for direct personnel cost, including all overhead costs. Payment for other expenses will be made at cost plus a ten percent (10%) charge for administration and overhead, not to exceed the amount approved by the District. Billing invoices must be supported by evidence of expense costs and employee time cards that show the exact hours worked and describe in sufficient details the specific Additional Services performed.

Lump Sum Compensation. If Additional Services are authorized to be performed for a lump sum basis, compensation will be made on a lump-sum basis. Miscellaneous costs incurred in the interest of the Project shall be included lump sum, including costs for mileage incurred, reproductions and computer plotting needed for the Architect's services, and coordination, courier, telephone and FAX charges.

### 11.3 COMPENSATION FOR REIMBURSABLE EXPENSES

11.3.1 Time-and Expenses Compensation. If compensation for basic Services is authorized on a time-and-expenses basis, payment for expenses not included in basic Services will be made at cost plus a ten percent (10%) charge for administration and overhead, not to exceed the amount stated above.

**11.3.2 Expenses Not Included in Basic Services.** The following reimbursable costs are not included in the lump sum compensation for basic Services or for lump sum Additional Services, and will be reimbursed at cost plus a ten percent (10%) charge for administration and overhead, within the not-to-exceed amount noted above or agreed upon for Additional Services.

- **Travel Costs:** The reasonable expense of travel costs incurred by the Architect or their consultants when requested by the District to travel to a location more than one hundred (100) miles from the Architect's offices.
- **Reproduction Costs:** Reproduction costs of required plans, specifications, bid and contract documents beyond those included in the basic Services. District-requested reproduction costs for renderings or similar presentation materials are considered reimbursable if not included in the basic Services or provided for in this Agreement.
- **Plan Check/Permit Fees:** Fees paid to the Division of the State Architect or other regulatory agency.

## **ARTICLE 12 INDEMNIFICATION**

### **12.1 ARCHITECT INDEMNITY OF DISTRICT.**

#### Disclosure of Indemnity Contract Provision as per Public Contract Code Section 20103.6

To the fullest extent permitted by law, except to the extent caused in whole or in part by indemnitee, the Architect shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents, and representatives from any and all claims, demands, losses, responsibilities, or liabilities for: (a) injury or death of Architect's or the Architect's design consultants' employees arising out of this Agreement; (b) injury or death of persons or damage to property, including the removal or replacement of in-place work during or after project completion; or (c) all other proximately related costs or charges, to the extent the liabilities, damages, and losses are caused by willful misconduct, recklessness, or negligence, including concurrent negligence, of the Architect or a subcontractor or consultant of the Architect. The foregoing shall include without limitation, attorneys' fees and costs incurred by the District, and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable statute of limitations.

This indemnity agreement shall not be construed to limit the enforceability of other contractual provisions between the District and the Architect requiring cooperation with the District regarding any claim by a construction contractor and any contractual requirement concerning participation in any court proceeding or arbitration.

It is the intent of the District that this indemnity agreement shall be in accordance with California Civil Code 2782.8 and shall apply to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

- 12.2 ARCHITECT REIMBURSEMENT OF DISTRICT ATTORNEY'S FEES AND INDEMNITY PAYMENT. The Architect shall immediately tender demand(s) for indemnity made by the District to its insurance carrier for a determination within 30 days from the date of tender. The insurance company shall be required to agree to a rough approximation of potential liability of the Architect, and agree to reimburse the District for its defense fees incurred in proportion to that approximation. At the conclusion of the underlying matter or claim for which indemnity is sought (through voluntary settlement, arbitration award, or court judgment), the Architect shall within 30 days reimburse the District for all settlement monies paid. Should the Architect and/or its insurance company fail or refuse to proportionally reimburse the District for: (a) its attorney's fees; or (b) indemnity paid, then either matter shall be submitted to binding arbitration for determination within 60 days, after failure or refusal to make payment to the District.
- 12.3 ARCHITECT BOUND TO ARBITRATION BY OTHER CLAIMS. In the event of any claim, arbitration demand filed on behalf of the prime contractor or any subcontractor in which design deficiencies or errors, or Architect contract administration deficiencies are alleged as a basis for said claim, Architect agrees to participate as a party in any such arbitration or state court litigation, and shall further be bound as a party to any arbitration set forth or required under California Public Contract Code § 20104, et seq.
- 12.4 DISTRICT INDEMNITY OF ARCHITECT. The District shall indemnify and hold harmless the Architect, its employees and consultants from all claims arising of bodily injury (including death) and physical damage (other than to the Project itself and property covered by insurance), but only to the extent that they arise out of the willful acts, omissions or other conduct of the District, and/or the sole negligence of the District.

This Agreement entered into as of the day and year first written above.

"DISTRICT"

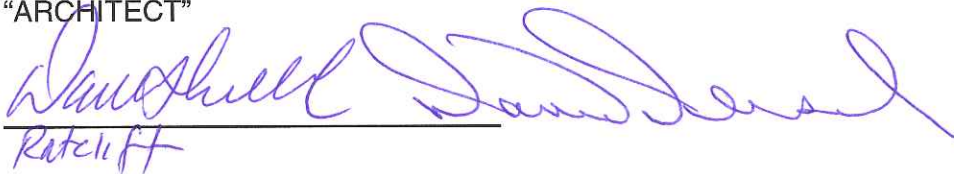
Foothill-De Anza Community College District

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Charles Allen

*Executive Director of Facilities, Operations, and Construction Management*

"ARCHITECT"



Ratcliff

Attachments to this Agreement consist of the following:

Attachments to this Agreement consist of the following:

Attachment "A": Schematic Design Criteria

Attachment "B": Design Development Criteria

Attachment "C": Construction Documents Criteria

Attachment "D": Design Services Schedule

Attachment "E": Estimating Standards

Attachment "F": Project Program



## **Attachment "A": Schematic Design Criteria (Included for reference only)**

### **Schematic Design (SD) Criteria**

In the Schematic Design Phase the Architect shall provide those services necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by the District. Designs will be conceptual in character and based on the requirements developed under previous phases [*Pre-design, Site Analysis*] and approved by the District, or on program requirements provided by the District and reviewed and agreed upon by the Architect. The following descriptions shall apply to those services assigned in the Schedule of Services as the responsibility of the party indicated therein.

1. **Architectural Design/Documentation** services during the Schematic Design Phase responding to program requirements and consisting of preparation of:

01. Conceptual site and building plans

- A) Site plan should illustrate relationship between new and existing structures, traffic flow, existing and proposed topography, landscape features, roads, walks and major utility connections (typically @ 1 inch = 20 feet scale.)
- B) Typical floor plans should be @ 1 inch = 16 feet scale.
- C) Plans of special floors or areas @ 1 inch = 8 feet scale.
- D) Roof plan @ 1 inch = 16 feet scale.

02. Preliminary sections and elevations (sketch form @ 1/6" or 1/8" scale.)

03. Preliminary selection of building systems and materials

- A) Description of the Building envelope including wall systems, window types, glazing types.

04. Development of approximate dimensions, areas and volumes

05. Perspective sketch(es).

06. Study model(s)

07. Outline Specifications

08. Handicap requirements

09. Code Analysis - provide a written statement describing the methods proposed to comply with governing codes and regulations, including zoning, occupancy, life safety, fire resistance, fire protection and structural adequacy.

2. **Structural Design / Documentation** services during the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of design solutions for:

01. A predetermined structural system w/design loads and criteria

02. Alternate structural systems

3. **Mechanical Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

01. Energy source(S)

02. Energy conservation

03. Heating and ventilating

04. Air conditioning

05. Plumbing

06. Fire protection

07. Special mechanical systems

08. Process systems

09. General space requirements

010. Outline Specifications

4. **Electrical Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
  01. Power service and distribution
  02. Lighting
  03. Telephones
  04. Fire detection and alarms
  05. Security systems
  06. Electronic communications
  07. Special electrical systems
  08. General space requirements
  09. Outline Specifications
5. **Civil Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:
  01. On-site utility systems
  02. Off-site utilities work
  03. Fire protection systems
  04. Drainage systems
  05. Paving
  06. Outline Specifications
6. **Landscape Design / Documentation** services during the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
7. **Interior Design / Documentation** services during the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
  01. Partition locations
  02. Furniture and equipment layouts
  03. Description of finishes for typical areas, areas subject to heavy use or traffic, toilet areas, food service areas and any special finishes.

## Attachment "B": Design Development Criteria

### Design Development (DD) Criteria

Design Development Documents should consist of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials, equipment and labor, safety and maintenance requirements, and energy conservation.

1. **Architectural Design / Documentation** consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the entire Project through:

01. **Plans, sections and elevations**

- A. 1/8" scale CADD (preferably) plans, including roof plan, with overall dimensions and column lines identified.

1. Major elements such as entrances, elevators, toilet rooms, mechanical spaces and shafts located.

2. Extent of basements (If any)

3. Roof plan with mechanical penthouses or roof mounted equipment.

- B. Key ACAD sections through the entire building indicating floor to floor height, ceiling height, relationship of windows and cladding, parapets, and relationship to finished grade.

1. Illustrate floor relationships, construction thicknesses and profiles, vertical circulation and special features.

- C. Minimum 1/8" scale, dimensioned ACAD elevations of all building facades indicating materials, systems and glazing types.

02. **Typical construction details**

- A. Large scale, typical wall section(s) of each major type of wall treatment indicating basic flashing, wall composition and materials.

- B. Typical window types and details.

- C. Partition types and typical doors and frames including typical borrowed light conditions.

- D. Typical stair construction and details.

- E. Identification of any special conditions such as raised flooring, shielding requirements, automatic doors etc.

03. **Three dimensional sketch(es) as furnished to the District**

04. **Study model(s) as prepared as a part of the project**

05. **Final materials selections**

- A. Identify all exterior materials

- B. Interior finish schedule including ceiling heights for all major and typical spaces.

06. **Equipment layouts**

- A. Special equipment types and locations

07. **Other Information**

- A. Specifications -

1. Draft front end and general conditions

2. Draft technical sections or samples from similar jobs

- B. Geotechnical Report

- C. Code analysis review

- D. Acoustical report (if applicable)

- E. Updated program statement

- F. Area/Volume statistics
- G. Updated schedule

2. **Structural Design / Documentation** services during the Design Development Phase consisting of continued development of the specific structural system(s) and Schematic Design Documents In sufficient detail to establish:

01. Basic structural system and dimensions

A. Foundation system design

1. Sheeting & shoring requirements

- a) Scaled plan locating sheeting with typical details & elevations.
- b) Quantifiable tie-back criteria, if required.

2. Spread Footing / Mat Slab Design

- a) Scaled plan (1/8" preferred) indicating isolated footings, continuous footings, slabs on grade and foundation walls. Slab elevations and bottom of footing elevations noted.
- b) Schedule of isolated footings, by type, Indicating size and reinforcing requirements.
- c) Typical continuous footing details indicating sizes and reinforcing requirements.
- d) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- e) Slab on grade details indicating thickness and reinforcing requirements.
- f) Waterproofing and foundation drainage requirements.

3. Pile / Caisson Design

- a) Scaled plan (1/8" preferred) indicating pile / caisson sizes & quantities, caps, grade beams, slabs on grade and foundations walls. Slab elevations and bottom of cap / grade beam elevations noted.
- b) Length of piles / caissons including amount of rock socketing.
- c) Type of piles with loading criteria.
- d) Pre-augering requirements noted.
- e) Casing requirements noted.
- f) Types and number of tests noted.
- g) Schedule of typical cap and grade beam designs indicating sizes and reinforcing requirements.
- h) Typical foundation wall & pier conditions indicating sizes & reinforcing requirements.
- i) Slab on grade details indicating thickness and reinforcing requirements.
- j) Waterproofing and foundation drainage requirements.

4. Slurry Wall Design

- a) Scaled plan (1/8" preferred) indicating slurry wall layout, slabs on grade and any additional foundation walls. Slab elevations and top of slurry wall elevations noted.
- b) Length of slurry wall including amount of rock socketing.
- c) Thickness of slurry wall with reinforcing requirements.
- d) Section showing guide wall requirements.
- e) Quantifiable tie-back criteria, if required.
- f) Types and number of tests noted.
- g) Typical foundation wall & pier conditions Indicating sizes & reinforcing requirements.

- h) Slab on grade details indicating thickness and reinforcing requirements.
- i) Waterproofing and foundation drainage requirements.
- 5. Special Foundation Systems
  - a) Information similar to above allowing for adequate quantification & pricing.
- B. Main Structural System Design
  - 1. Steel Structural Systems
    - a) Scaled plans (1/8" preferred) indicating layout of floor slabs, column lines piece type & sizes, moment connections and bracing locations. Slab elevations noted.
    - b) Column criteria, preferably, a schedule with base & leveling plates.
    - c) Bracing elevations with members sized.
    - d) Girder & truss elevations with members sized.
    - e) Criteria for curtain wall wind bracing loads and criteria for skylight Supports,
    - f) Tie-rod & cable requirements.
    - g) Typical connection details.
    - h) Typical special connection detail (i.e., pipe conditions)
    - i) Typical exterior wall sections / details.
    - j) Typical framing @ floor & roof openings with quantity allowance.
    - k) Typical beam opening details with quantity allowances.
    - l) Allowances for slab depressions, equipment support, roof screen support, window washing anchorage, satellite dish support, etc.
    - m) Slab locations, thickness and deck type / size.
    - n) Type of deck closure relative to light gauge or bent plate material.
    - o) Number of deck shear connectors noted.
    - p) Spray fireproofing or concrete encasement criteria.
    - q) Priming / painting criteria.
  - 2. Cast-in Place Concrete Systems
    - a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab elevations noted.
    - b) Column criteria, preferably, a schedule with sizes and reinforcing requirements.
    - c) Structural wall, beams & column drop sections & details with reinforcing requirements.
    - d) Structural girder sections & details with reinforcing requirements.
    - e) Criteria for curtain wall wind bracing loads and criteria for skylight supports.
    - f) Typical exterior wall sections / details.
    - g) Typical reinforcing @ floor & roof openings with quantity allowance.
    - h) Typical beam opening reinforcing with quantity allowances.
    - i) Embed allowance requirements (ie. Loading dock angles, sleeves, steel support plates, etc.)
    - j) Slab placement criteria.
    - k) Finishing & curing criteria.
  - 3. Structural Precast Systems
    - a) Scaled plans (1/8" preferred) indicating layout of floor slabs, openings, column lines, slab type & sizes and structural wall locations. Slab elevations noted.

- b) Column criteria, preferably, a schedule w/ sizes and reinforcing requirements.
  - c) Structural floor, wall, beam sections & details with reinforcing requirements.
  - d) Structural girder sections & details with reinforcing requirements.
  - e) Stair element system - if precast.
  - f) Criteria for curtain wall wind bracing loads and criteria for skylight supports,
  - g) Typical exterior wall sections / details.
  - h) Typical reinforcing @ floor & roof openings with quantity allowance.
  - i) Typical beam opening reinforcing with quantity allowances.
  - j) Embed allowance requirements (ie. Piece connections, loading dock angles, sleeves, steel support plates, etc.)
  - k) Topping slab placement criteria.
  - l) Finishing & curing criteria.
  - m) Caulking criteria
4. Wood / Light Gauge Framing Systems
- a) Scaled plans (1/8" preferred) indicating layout of floor framing, openings, column lines and structural wall locations. Slab elevations noted.
  - b) Wood species, sizes and rating requirements required for all framing elements.
  - c) Metal stud and joist sizes and gauge.
  - d) Typical connection details.
  - e) Truss elevations.
  - f) Typical exterior wall sections / details.
02. Final structural design criteria
- A. Live load criteria should be finalized.
  - B. Dead loads criteria should be substantially established.
  - C. Wind load criteria should be finalized.
  - D. Special provisions for concentrated loads, openings & equipment loads should be substantially established.
  - E. Deflection & vibration control criteria should be established.
  - F. Thermal movement control should be established.
  - G. Subsurface waterproofing methods indicated.
03. Foundation design criteria
- A. Soil bearing capacity.
  - B. Boring & test pit data.
    - 1. Water table data.
    - 2. Contaminated soil removal criteria.
    - 3. Potential subsurface obstruction allowance established.
    - 4. Potential rock / ledge removal.
04. Preliminary sizing of major structural components
- A. Refer to .01 for requirements by systems type.
05. Critical coordination clearances
- A. Sections at critical clearance areas with detailed dimensions.
06. Outline specifications or materials lists
- A. Specifications are expected to indicate material and installation requirements by major structural components.
  - B. Typical (generic) specifications sections to be issued are as follows:
    - 1. Earthwork

2. Cast-In-place Concrete
  3. Structural Precast Concrete
  4. Reinforcing
  5. Structural Steel
  6. Steel Joists
  7. Metal Decking
  8. Light Gauge Metal Framing
  9. Metal Stairs & Railings
  10. Rough Framing — Carpentry
  11. Wood Trusses
3. **Mechanical Design / Documentation** consisting of continued development and expansion of mechanical Schematic Design Documents and development of outline specifications to establish:
01. HVAC System
    - A. Heating and cooling design load calculations
      1. Approximate equipment sizes and capacities
    - B. Preliminary equipment layouts
      1. Size, Location and routing of major ductwork
      2. Single line diagram of branch ductwork, with sizes and capacities, piping diagrams, identify heating zones, VAV boxes etc.
    - C. Equipment schedule with sizes and capacities
    - D. Required space for equipment
    - E. Required chases and clearances
    - F. Acoustical and vibration control
    - G. Visual impacts
    - H. Energy conservation measures
      1. Temperature control system description
  02. Plumbing
    - A. Locate all plumbing fixtures including roof drains
    - B. Specify pipe, fixture and equipment materials
    - C. Locate floor drains
    - D. Provide sanitary and storm system riser diagrams
  03. Fire Protection System
    - A. Identify fire pump requirements and size
    - B. Specify sprinkler system types (dry and wet)
    - C. Specify sprinkler head type (concealed, semi-recessed, exposed)
4. **Electrical Design / Documentation** consisting of continued development and expansion of electrical Schematic Design Documents and development of outline specifications or materials lists to establish:
01. Criteria for lighting, electrical and Communications systems
    - A. Preliminary, typical light fixture layout
    - B. Identify telephone, data and duplex requirements
  02. Approximate sizes and capacities of major components
    - A. Specify emergency generator requirements and quantity and size of auto transfer switches
  03. Preliminary equipment layouts
    - A. Provide panel and equipment schedule
    - B. Specify data technology system



- 04. Required space for equipment
- 05. Required chases and clearances
  - A. Provide one-line, riser diagram
- 5. **Civil Design / Documentation** consisting of continued development and expansion of civil Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.
  - 01. Site Plan showing buildings, paving walls, curbs, retaining walls and property lines.
    - A. Site lighting layout
  - 02. Boring information
  - 03. Typical sections through paving, walkways and curbs
  - 04. Site drainage pattern and location of utilities and points from which services will be run to the building.
    - A. Indicate all underground utilities and services (sized and prosited), existing and proposed.
- 6. **Landscape Design / Documentation** consisting of continued development and expansion of landscape Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details for landscape work.
  - 01. Landscape plan showing types and quantities of planting
  - 02. Plans showing existing grades in relation to finish grades
  - 03. Parking layouts
- 7. **Interior Design / Documentation** services during the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of outline specifications or materials lists to establish the final scope and preliminary details relative to:
  - 01. Interior construction of the Project
    - A. Floor plans and reflective ceiling plans drawn to 1/8" scale.
    - B. Partition types indicated and noted on plans.
    - C. Door & frame types designed and noted on schedule.
    - D. Any additional secondary framing requirements noted. (ie. mezzanines, stages, stairs, ramps, etc.)
    - E. Interior railings indicated in plan and elevation with typical detail.
    - F. Typical interior details noted.
  - 02. Special Interior design features
    - A. Large scaled plans, elevations & sections drawn for feature design elements.
    - B. Decorative flooring & ceiling patterns/ elements indicated.
  - 03. Furniture, furnishings and equipment selections
    - A. Casework, millwork indicated in plan and elevation with typical details.
    - B. Equipment requirements indicated on plans.
    - C. Equipment schedules (ie. Food service, laboratory equipment, etc.)
    - D. Note new versus existing to be re-used and any modifications necessary to adapt to new locations.
  - 04. Materials and finishes and colors

- A. Interior finishes schedule for floors, walls, ceilings & base requirements.
- B. Door & frame schedule.
- C. Hardware schedule or hardware sets.

## Attachment "C": Construction Documents Criteria

### Construction Documents (CD) Criteria

The Construction Document Phase shall consist of Drawings, Specifications and other documents setting forth in detail the construction requirements, bidding and contracting for the construction of the project based on approved Design Development Documents:

1. **Architectural Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Architectural construction requirements for the project. Included with the detail but not limited to:
  - a. Floor Plans for each floor indicating:
    - (1) Spaces fully articulated, detailed, labeled, dimensioned and numbered.
    - (2) Material finishes identified.
    - (3) Doors numbered and hardware sets shown / scheduled.
    - (4) Built-in furniture.
  - b. Architectural drawings shall be coordinated with the structural, mechanical and electrical drawings as well as the project specifications.
2. **Structural Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Structural construction requirements for the project.
3. **Mechanical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Mechanical construction requirements for the project.
4. **Electrical Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Electrical construction requirements for the project.
5. **Civil Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Civil construction requirements for the project.
6. **Landscape Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Landscape construction requirements for the project.
7. **Interior Design / Documentation** services during the Construction Document Phase shall consist of the preparation of the drawings, based on the approved Design Development Documents, setting forth in detail the Interior Design requirements for the project.

8. **Development and Preparation of the Project Specifications** describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
9. Calculations determining design elements included in the Drawings and Specifications, including structural, mechanical, electrical and other calculations confirming compliance with code-mandated or programmed requirements.

**Foothill College  
Library and Learning Resources Center Renovation  
SCHEDULE**

RATCLIFF, 07/23/12