

## EXHIBIT "A"

### RESPONSIBILITIES AND SERVICES OF CONSULTANT

Consultant shall provide all professional services necessary for completing the following as required in project-specific RFP's:

#### A. SCOPE OF PROJECT

DISTRICT shall provide a PROJECT description, which includes the DISTRICT's needs, Program, and the requirements of the PROJECT prior to Consultant preparing preliminary designs for the PROJECT.

Construction Cost Budget: Consultant shall develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project.

#### B. BASIC SERVICES

Consultant agrees to provide the Services described below:

1. Consultant shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Consultant under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
  - a. If the Project involves permanent modular or relocatable buildings, then Consultant may delegate responsibility for the design, observation of in-plant construction, and first-time site installation of the permanent modular or relocatable buildings fabricated in the manufacturer's in-plant facility to the manufacturer's design professional ("MDP"). Consultant shall maintain responsibility for ensuring that:
    - (i) the MDP adequately performs such design, observation of in-plant construction and first-time site installation; MDP performs all required testing; MDP fully completes and timely submits all necessary forms, including but not limited to completion of form DSA 1-MR (or more current version, if applicable), form DSA 102-IC (or more current version if applicable), form DSA 152 (or more current version, if applicable), form DSA 152-IPI (or more current version, if applicable), and all other related applicable forms; and all work is properly coordinated with Consultant's work during all phases of the Project.
2. Consultant shall be diligent to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance. Consultant shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Consultant shall track for District's benefit all such suggested and disclosed information.
3. The District shall provide all information available to it to the extent the information relates to Consultant's scope of work. This information shall include, if available,
  - a. Physical characteristics;
  - b. Legal limitations and utility locations for the Project site(s);
  - c. Written legal description(s) of the Project site(s);
  - d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - e. Adjacent drainage;
  - f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - g. Locations, dimensions and necessary data relative to existing buildings, other improvements and trees;
  - h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - i. Surveys, reports, as-built drawings, record drawings; and
  - j. Subsoil data, chemical data, and other data logs of borings.

Consultant shall visually verify and document all information of existing utilities, including capacity, on or around the Project.

If Consultant determines that the information or documentation the District provides is insufficient for purposes of design, or if Consultant requires information from surveys, reports, and/or test results, then, at the soonest possible time after Consultant has become aware that this additional information is needed, the Consultant shall request that the District acquire that information. If the Parties mutually agree in writing, this additional information and service shall be procured through the Consultant, who may invoice the District for those services as Extra Services.

4. **Information Technology Backbone.** Consultant shall be responsible for the coordination of the design and the lay-out of the information technology backbone systems including voice/data, fiber optics, network security, site security (intrusion detection, security systems, video surveillance, access controls), paging/public address, wireless mobility, clock/bell, audio/video/visual solutions, local area networks, and server/storage/data networking. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Consultant and Consultant(s) shall prepare and be responsible for documents prepared by the Consultant based on the information provided by the District's technology department as appropriate to the level of design completion.
5. **Interior Design.** Consultant shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Consultant is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Consultant shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.
6. **District Standards.** Consultant shall incorporate into its work and the work of all Consultants the adopted District standards for facilities and construction.
7. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Consultant shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.
8. **Mandatory Assistance.** If a third-party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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

1. **Project Initiation.** Upon final execution of the Agreement with the District, Consultant shall:
  - a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural/engineering programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Consultant shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
  - b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. **Development of Consultant and/or Engineering Program.** Consultant shall prepare a Consulting Program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Based on survey and topography data provided by the District, develop existing conditions base for the Schematic Design Phase.
- d. Prepare list of specification sections project will require. Incorporate District Standards for facilities and construction. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (i) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or
  - (ii) The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval. Specifications shall be in CSI format.
- e. The CONSULTANT AND/OR ENGINEER shall certify to the best of its knowledge, information and belief, pursuant to 40 Code of Federal Regulations §763.99(a)(7), that no asbestos-containing material was specified as a building material in any Construction Document for the PROJECT and will ensure that contractors provide the DISTRICT with a certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBM's"). CONSULTANT AND/OR ENGINEER shall include statements in the PROJECT's specifications that materials containing ACBM's shall not to be included or incorporated into the PROJECT.
- f. The CONSULTANT AND/OR ENGINEER shall consider operating or maintenance costs when selecting systems for the DISTRICT. The CONSULTANT AND/OR ENGINEER shall utilize grants and outside funding sources and work with the DISTRICT to utilize and consider funding from grants and alternative funding sources to the extent available for the PROJECT.

### 3. Construction Cost Budget

- a. Consultant shall develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural/engineering program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Consultant:
  - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
  - (ii) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute ("CSI") categories for buildings being modernized.
  - (iii) Contingencies & Allowances for design, bidding, unforeseen, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iv) Consultant shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - (v) One week prior to submittal of documents, Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - (vi) Mechanical, electrical, plumbing, civil, landscape and cost estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

- b. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Consultant. Typical for all Construction Cost Budgets in all Design Phases.
  - c. Consultant shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Consultant shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget. Typical for all Construction Cost Budgets in all Design Phases.
4. **Presentation.** Consultant, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's Governing Board, the summary and detail of work involved in any Phase listed in this Exhibit, including two-dimensional renderings of any proposed facility suitable for public presentation.
  5. **Deliverables and Numbers of Copies.** Within thirty (30) days at the completion of any Phase listed in this Exhibit, Consultant shall provide to the District a hard copy of the following items produced in each Phase, together with one (1) copy of each item in electronic format:
    - a. Two (2) copies of the Consulting Program (include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
    - b. Two (2) copies of the Site Plan;
    - c. Two (2) copies of the revised Construction Cost Budget;
    - d. Two (2) copies of the final Schedule of Services;
    - e. Two (2) copies of the meeting Reports/Minutes from the Kick-off and other meetings; and
    - f. Two (2) copies of the renderings provided to District for public presentation.
  6. **Meetings.** In any Phase listed in this Exhibit, Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below in Section J.

#### **D. SCHEMATIC DESIGN PHASE**

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

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural/engineering programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Consultant, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
  - a. If a Program is furnished to the CONSULTANT by the DISTRICT, the CONSULTANT shall review the DISTRICT's Program and address feasibility. If there are issues with the Program that has been provided, as part of the Schematic Design Services, CONSULTANT shall rework the Program with the DISTRICT representative and the DISTRICT to establish a priority list of programmatic needs and items that may be within and outside of the DISTRICT's Budget.
  - b. If DISTRICT has not established a Program, the CONSULTANT shall work with the DISTRICT to help establish a Program and Budget based on available state funding, available grants, or available funds (in the cases where no funding or grants are available). The CONSULTANT shall not design for a Program or PROJECT that exceeds the DISTRICT's Budget unless the CONSULTANT obtains the written consent of the DISTRICT and an agreement that the CONSULTANT is permitted to exceed the available Budget.
2. **Architectural/Engineering**
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept.
  - c. Identify proposed roof system, deck, insulation system, and drainage technique.

- d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - e. Identify code requirements, include occupancy classification(s) and type of construction.
- 3. Structural**
- a. Layout structural systems with dimensions and floor elevations.
  - b. Identify foundation systems including fill requirements, piles, caissons, and footings.
- 4. Mechanical**
- a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
  - b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - c. Show selected system on drawings as follows:
    - (i) Single line drawing(s) of all mechanical equipment spaces and ductwork.
    - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
    - (iii) Temperature control zoning.
  - d. Provide design criteria to include the basis for design intent for the Project.
  - e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
- 5. Plumbing**
- a. Show selected system on drawings as follows:
    - (i) Single line drawing(s) of all pipe chases.
    - (ii) Location and preliminary sizing of all major plumbing equipment.
    - (iii) Schematic piping.
- 6. Electrical & Information Technology**
- a. Calculate existing and proposed system & equipment loads, port usage.
  - b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - c. Show system(s) selected on drawings as follows:
    - d. Single line drawing(s) showing major distribution system for each system.
    - e. Location and preliminary sizing of all major systems and components including load centers, panels, switchgear, and low voltage & data systems.
  - d. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.
- 7. Civil**
- a. Develop on and off-site utility systems including sewer, water, storm drain, firewater lines and fire hydrants.
  - b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
  - c. Establish site grades coordinated with finish floor elevations.
- 8. Landscape.** Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- 9. Specifications.** Prepare outline specifications of proposed architectural/engineering, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Consultant is to use District's standardized equipment/material list in development of the Project design and specifications. Consultant shall review and comment on District's construction bid contracts and contract documents (i.e., "Division 0" and "Division 1" documents) as part of its Services under the Agreement.

**10. Construction Cost Budget.** Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following shall be considered when revising the Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by CSI categories.
- b. The estimate shall separate the Project's building cost from site and utility costs. Consultant shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimate.

**11. Deliverables and Numbers of Copies.** Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:

- a. Two (2) copies of the breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two (2) copies of meeting reports/minutes;
- c. Two (2) copies of the Schematic Design Package with alternatives;
- d. Two (2) copies of a statement indicating changes made to the Architectural and/or Engineering Program and Schedule; and
- e. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Consultant has not met or corresponded with DSA.

**12. Presentation**

- a. Consultant shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.
- c. CONSULTANT shall submit a list of qualified engineers for the PROJECT for the DISTRICT's approval. CONSULTANT shall insure that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by said engineer.
- d. CONSULTANT shall investigate existing conditions or facilities and verify drawings of such conditions or facilities to the extent visually verifiable without destructive testing.

**E. DESIGN DEVELOPMENT PHASE**

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

**1. Architectural/Engineering**

- a. Scaled, dimensioned floor plans with final room locations including all openings.
- b. 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- c. Exterior elevations of all new buildings, existing buildings to be renovated and all architectural/engineering elements of the Project.
- d. Interior finishes identified and located within the rooms of all buildings.
- e. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- f. Preliminary development of details and large-scale blow-ups.
- g. Legend showing all symbols used on drawings.
- h. Floor plans identifying all fixed and major movable equipment and furniture.

- i. Refinement of Outline Specifications for architectural/engineering, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- j. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - (i) Light fixtures.
  - (ii) Ceiling registers or diffusers.
  - (iii) Access Panels.

## 2. Structural

- b. Structural drawings with all major members located and sized.
- c. Establish final building and floor elevations.
- d. Preliminary specifications.
- e. Preliminary calculations for the structural systems including lateral force resistive systems, foundations, and all structural system components.
- f. Identify foundation requirements (i.e., fill requirement, piles) with associated soil pressure, water table and seismic center.

## 3. Mechanical

- a. Heating and cooling load calculations and major duct runs sized to interface with structural.
- b. Major mechanical equipment scheduled indicating size and capacity.
- c. Ductwork substantially located and sized.
- d. Mechanical devices in ceiling located.
- e. Legend showing all symbols used on drawings – do not use boilerplate Legends.
- f. Developed Outline Specifications indicating quality level and manufacture.
- g. Control Systems identified.
- h. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 4. Plumbing

- a. Pipe runs sized to interface with structural.
- b. Major plumbing equipment scheduled indicating size and capacity.
- c. Piping substantially located and sized.
- d. Plumbing plans indicate numbers and locations of fixtures in conformance with code-mandated fixture count requirements.
- e. Plumbing devices in ceiling located.
- f. Plumbing Legend showing all symbols used on drawings – do not use boilerplate Legends.
- g. Developed Outline Specifications indicating quality level and manufacture.
- h. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 5. Electrical & Information Technology

- a. All lighting fixtures located and scheduled showing types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- b. All major electrical & information technology equipment scheduled indicating size and capacity.
- c. Complete electrical & information technology distribution including a one-line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. All low-voltage & data systems designed.
- d. Legend showing all symbols used on drawings.
- e. Developed and detailed Outline Specifications indicating quality level and manufacture.
- f. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

## 6. Civil

- a. Further refinement of Schematic Design Phase development of on and off-site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
  - b. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
7. **Landscape.** Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover, and irrigation main distribution lines.
8. **Bid Documents.** Consultant shall review and comment on District’s construction bid contracts and contract documents (i.e., “Division 0” and “Division 1” documents) as part of its Services under the Agreement.
9. **Construction Cost Budget**
- a. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:
    - (i) Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, Contractor’s mark-ups, and general conditions shall be listed separately.
    - (ii) Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.
10. **Deliverables and Numbers of Copies.** Consultant shall provide to the District a hard copy of the following items produced in this phase, together with one (1) copy of each item in electronic format:
- a. Two (2) copies of the Design Development drawing set from all professional disciplines necessary to deliver the Project;
  - b. Two (2) copies of the Specifications;
  - c. Two (2) copies of the revised Construction Cost Budget; and
  - d. Two (2) copies of the DSA file, including all correspondence and meeting notes to date, or notification in writing that Consultant has not met or corresponded with DSA.
- The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**F. CONSTRUCTION DOCUMENTS PHASE**

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

- 1. **Construction Documents (“CD”) 50% Stage:**
  - a. **General.** Verify lead times and availability of all Project equipment, materials, and supplies and ensure that all of these will be available to the Contractor in a timely fashion so as not to delay the Project.
  - b. **Architectural/Engineering**
    - (i) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (ii) Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
    - (iii) Architectural/engineering details and large blow-ups started.
    - (iv) Well-developed finish, door, and hardware schedules.
    - (v) Site utility plans started.
    - (vi) Fixed equipment details and identification started.
    - (vii) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
  - c. **Structural**



- (i) Structural floor plans and sections with detailing well advanced.
  - (ii) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (iii) Completed cover sheet with general notes, symbols and legends.
  - d. **Mechanical**
    - (i) Mechanical calculations virtually completed with all ductwork sized.
    - (ii) Large scale mechanical details started.
    - (iii) Mechanical schedule for equipment substantially developed.
    - (iv) Complete design of Energy Management System (“EMS”).
  - e. **Plumbing**
    - (v) Plumbing calculations virtually completed with all piping sized.
    - (vi) Large scale plumbing details started.
    - (vii) Plumbing schedule for equipment substantially developed.
  - f. **Electrical & Information Technology**
    - (i) Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development.
    - (ii) Distribution information for power consuming equipment; lighting and device branch wiring development.
    - (iii) Electrical equipment schedules.
    - (iv) Special system components located on plans.
    - (v) Complete design of low-voltage & data systems.
  - g. **Civil.** All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents.
  - h. **Landscape.** All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.
  - i. **Construction Cost Budget**
    - (i) Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Consultant shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Consultant shall provide a Construction Cost Budget sorted by Project Bid Packages, if more than one.
    - (ii) Construction Cost Budget may include design contingencies of no more than five percent (5%) in the cost estimates.
  - i. **Specifications.** More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
  - j. **Deliverables and Numbers of Copies.** Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:
    - (i) Two (2) reproducible copies of working drawings;
    - (ii) Two (2) copies of the Specifications;
    - (iii) Two (2) copies of the statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes; and
    - (iv) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.
2. **Construction Documents – 100% / Completion Stage:**
- a. **Architectural/Engineering**
    - (i) All architectural/engineering design elements are 100% complete.
  - b. **Structural**
    - (i) All structural design elements are 100% complete.
  - b. **Mechanical**
    - (i) All mechanical design elements are 100% complete.
  - c. **Electrical**
    - (i) All electrical and information technology design elements are 100% complete.

- d. **Civil.** All civil design elements are 100% complete.
- e. **Construction Cost Budget**
  - (i) Along with the conditions identified in the preceding phases, Consultant shall update and refine the fifty percent (50%) Construction Documents Phase revisions to the Construction Cost Budget.
  - (ii) Construction Cost Budget shall not include any design contingencies.
- f. **Specifications**
  - (i) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
  - (ii) At one hundred percent (100%) review, District shall review the Specifications and shall direct Consultant to make corrections at no cost to the District.
  - (iii) Coordination of the Specifications with specifications developed by other disciplines.
- g. **Constructability Review.** The District and/or its designee, at its sole discretion, shall have the right to conduct a constructability review of the Construction Documents. A report shall be given to the Consultant who shall make necessary changes along with providing written comments for each item listed in the report. Conducting a constructability review does not excuse the Consultant's obligation to provide Services that shall comply with professional architectural/engineering standards, including the standard of care applicable to Consultants designing public school facilities and applicable requirements of federal, state, and local law.
  - (i) If the District elects to have a Construction Manager or Design Build entity perform a constructability review, CONSULTANT shall work with Construction Manager or Design Build entity to perform reasonable constructability resolution meetings and make revisions as necessary prior to any regulatory agency submissions, reviews, addenda, or change directives.
  - (ii) If the estimated PROJECT Construction Cost exceeds the Budget, the CONSULTANT shall make all necessary design revisions at no cost to the DISTRICT to comply with the Budget and scope set by the DISTRICT.

**h. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:

- (i) Two (2) reproducible copies of working drawings;
- (ii) Two (2) copies of the Specifications;
- (iii) Two (2) copies of the engineering calculations;
- (iv) Two (2) copies of the revised Construction Cost Budgets;
- (v) Two (2) copies of a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- (vi) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and
- (vii) Two (2) copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3. Construction Documents Final Back-Check Stage:**

- a. The Construction Documents final back-check stage shall be for the purpose of the Consultant incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Consultant during this stage shall be at no additional cost to the District.
- b. The final contract documents delivered to the District upon completion of the Consultant's work shall be the Bid Set and shall consist of the following:
  - (i) Drawings: Original drawings with each Consultant/Consultant's State license stamp with "wet" signature.
  - (ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.
- c. Consultant shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**G. BIDDING PHASE**

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

1. Contact potential bidders and encourage their participation in the Project.

2. Coordinate the development of the bidding procedures and the construction Contract Documents with the District.
3. The development of the bidding procedures and the construction Contract Documents shall be the joint responsibility of the District and Consultant. Nevertheless, Consultant will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a Contractor's cost of performance.
4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Consultant.
5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Consultant for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Consultant and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. **Deliverables and Number of Copies.** Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:
  - a. Two (2) copies of the meeting report/minutes from the kick-off meeting;
  - b. Two (2) copies of the meeting report/minutes from the pre-bid site walk; and
  - c. Upon completion of the Bidding Phase, Consultant shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Consultant shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

#### **H. CONSTRUCTION ADMINISTRATION PHASE**

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

1. Consultant's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Close-out Phase or upon the District's terminating the Agreement, whichever is earlier.
  - a. The Consultant shall provide general administration of the Construction Documents including, but not limited to, the following:
    - (i) Visiting the PROJECT site to maintain personal contact with the PROJECT as is necessary to assure the Consultant that the Contractor's work is being completed, in compliance with the approved Construction Documents (visits must be a minimum of once a week) to:
      - (a) Review the progress and quality of the work completed. Prepare weekly written reports and submit to the DISTRICT for review;
      - (b) Review with the Project Inspector the approval and sign-off of each block/section of the PIC's during PROJECT's construction;
      - (c) Report any nonconforming and deficient work;
      - (d) Attend weekly on-site construction meetings, being available to the DISTRICT and the Project Inspector for site meetings on an "as-needed" basis;
      - (e) Examine Contractor applications for payment;

- (f) Coordinate with the Project Inspector that all as-built documents are being updated daily pursuant to the Contract between the DISTRICT and the Contractor. Approval of Contractor Applications for Payment contingent on Project Inspector and Consultant verification of up-to-date as-builts;
- (ii) Making regular reports as may be required by all governmental agencies or authorities having jurisdiction over the PROJECT;
- (iii) Reviewing schedules and shop drawings for compliance with design;
- (iv) Approving substitution of materials, equipment, and the laboratory reports thereof for conformance to the DISTRICT's standards;
- (v) Responding to DSA field trip notes;
- (vi) Preparing Construction Change Documents for approval by DSA;
- (vii) Preparing change orders for written approval by the DISTRICT;
- (viii) Making Punch List observations when requested by the District;
- (ix) Determining date of Substantial Completion and the date of final completion of the PROJECT;
- (x) Providing a color schedule of all materials for the PROJECT for the DISTRICT's review and approval;
- (xi) Review as-built documents that will be provided by the Contractor pursuant to the Contract between the DISTRICT and the Contractor;
- (xii) Issuing the CONSULTANT's Certificate of Substantial Completion, Certificate of Completion and final certificate for payment; and
- (xiii) Providing any other consultant services to fulfill the requirements of the Construction Documents and this AGREEMENT.
- (xiv) CONSULTANT shall provide the DISTRICT with written reports, as necessary, to inform the DISTRICT of any problems arising during construction, changes contemplated as a result of each problem, and the progress of work.
- (xiv) The CONSULTANT, as part of the CONSULTANT's Basic Services, shall advise the DISTRICT of any deficiencies in construction following the acceptance of the work and prior to the expiration of the guarantee period of the PROJECT.
- (xv) The CONSULTANT shall be the interpreter of the requirements of the Construction Documents and advise the DISTRICT as to the performance by the Contractor thereunder.
- (xvi) The CONSULTANT shall make recommendations to the DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto.
- (xvii) The CONSULTANT shall advise the DISTRICT to reject work which does not conform to the Construction Documents. The CONSULTANT shall promptly inform the DISTRICT whenever, in the CONSULTANT's opinion, it may be necessary to stop the work to avoid the improper performance of the AGREEMENT. The CONSULTANT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.
- (xviii) The CONSULTANT shall not issue orders to the Contractor that might commit the DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of the DISTRICT.
- (xix) The CONSULTANT shall be the DISTRICT's representative during construction and shall advise and consult with the DISTRICT. The CONSULTANT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing.
- (xx) The CONSULTANT shall prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications, at no additional cost or expense to the DISTRICT. In addition, the CONSULTANT shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the CONSULTANT and promptly reported to the DISTRICT and Contractor, but which CONSULTANT failed to do.
- (xxi) The CONSULTANT shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the CONSULTANT's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The CONSULTANT's certification for payment shall constitute a representation to the DISTRICT, based on the CONSULTANT's observations and inspections at the site, that the work has progressed to the level certified, that quality

- of the work is in accordance with the DSA approved Construction Documents, that the as-built documents are up to date, and that the Contractor is entitled to payment in the amount certified.
- (xxii) The CONSULTANT shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The CONSULTANT's actions shall not delay the work, but should allow for sufficient time, in the CONSULTANT's professional judgment, to permit adequate review. The CONSULTANT shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the PROJECT. The CONSULTANT shall not be required to review partial submissions or those for which submissions or related items have not been received. However, CONSULTANT shall provide written notice of any non-compliance by the Contractor.
  - (xxiii) After the PROJECT has been let, all changes to the DSA approved Construction Documents shall be made by means of a Construction Change Document ("CCD") unless otherwise approved by the DISTRICT in writing. The CONSULTANT shall be responsible for preparing each CCD related to the PROJECT and shall determine which changes affect the Structural, Access or Fire & Life Safety (collectively "SAFLS") portions of the PROJECT and ensure that such changes are documented and implemented through a written CCD-Category A (Form DSA 140). All CCD-Category A's must be submitted to DSA by the CONSULTANT with all supporting documentation and data and must be approved by DSA before such work can commence on the PROJECT. The CONSULTANT shall obtain the DISTRICT's approval of all CCD-Category A's before they are submitted to DSA for review and approval. All other changes to the DSA approved Construction Documents not involving SAFLS portions of the PROJECT are not required to be submitted to DSA unless DSA specifically requires such changes to be submitted to DSA in the form of a written CCD-Category B (Form DSA 141) inclusive of all supporting documentation and data. Changes that are not determined by the CONSULTANT and/or DSA to require documentation through an approved CCD-Category A or CCD-Category B shall be documented through an alternative CCD form or other document approved by the DISTRICT.
  - (xxiv) All changes to the DSA approved Construction Documents, whether set forth in a CCD or any other document approved by the DISTRICT, shall be incorporated into change orders by the CONSULTANT for the DISTRICT's approval. Each change order shall identify: (1) the description of the change in the work; (2) the amount of the adjustment to the Contractor's Contract sum, if any; and (3) the extent of the adjustment in the Contractor's Contract Time, if any. The CONSULTANT shall prepare change orders, with supporting documentation and data, for the DISTRICT's review in accordance with the Construction Documents and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The CONSULTANT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
  - (xxv) The CONSULTANT shall, at the CONSULTANT's expense, compile and produce a set of reproducible record drawings showing significant changes in the work made during construction based on the marked-up prints, drawings and other data furnished by the Contractor to the CONSULTANT.
  - (xxvi) The CONSULTANT shall review the PROJECT to determine the date or dates of Substantial Completion and final completion. The CONSULTANT shall receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon Contractor compliance with the requirements of the Construction Documents. In the event the approved schedule for the PROJECT has been exceeded due to the fault of the Contractor, the CONSULTANT shall issue a written notice to the DISTRICT and the Contractor evaluating the cause of the delay(s) and shall advise the DISTRICT and the Contractor of the commencement of liquidated damages under the Contract between the DISTRICT and Contractor.
  - (xxvii) The CONSULTANT shall provide written evaluation of the Contractor's performance under the requirements of the Construction Documents when requested in writing by the DISTRICT. When the CONSULTANT has actual knowledge of any defects, errors, or deficiencies with respect to the Contractor's performance on the PROJECT, the CONSULTANT shall provide the DISTRICT and the Contractor with written notification of such defects, errors, or deficiencies.
  - (xxviii) The CONSULTANT shall: (1) Review all requests for information ("RFI"), submittals, and substitution requests that are submitted by the Contractor in connection with the PROJECT; (2) Determine the data criteria required to evaluate requests for substitutions; and (3) Be responsible for ensuring that all RFI's,

- submittals and substitution requests by the Contractor are responded to not later than seven (7) work days, or as soon as the circumstances require.
- (xxix) The CONSULTANT shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the PROJECT including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, and DSA, in a timely manner and ensure proper close-out of the PROJECT.
  - (xxx) The CONSULTANT shall obtain the DISTRICT's approval of all CCD immediately following the request for such changes by the Contractor or upon any other circumstances necessitating a change. Furthermore, the CONSULTANT shall maintain a log of all CCD's, change orders or any other DISTRICT approved form documenting changes to the DSA approved Construction Documents (the "Changes Log"), including status, for the DISTRICT's review and approval. The CONSULTANT shall submit the Changes Log to the DISTRICT with its monthly invoice. Submission of the Changes Log is a requirement for payments to the CONSULTANT during the course of construction.
  - (xxxi) The CONSULTANT shall evaluate and render written recommendations within a reasonable time on all claims, disputes, or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Contract between the DISTRICT and the Contractor. Under no circumstances should this evaluation take longer than 20 calendar days from the date the claim is received by the CONSULTANT.
  - (xxxii) The CONSULTANT shall include requirements in the Construction Documents that the Contractor is to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - (xxxiii) The CONSULTANT shall review the list of minor defects, deficiencies, and/or incomplete items (hereinafter the "Punch List") and the fully executed Verified Report (Form DSA-6) that are submitted to the DISTRICT by the Contractor when the Contractor considers the PROJECT to be Substantially Complete. The CONSULTANT shall review the PROJECT, in conjunction with the Contractor, in order to verify the Contractor's Punch List, add any other items to the Punch List and to confirm that Substantial Completion has been reached on the PROJECT. In the event the Contractor does not submit a fully executed Verified Report with its proposed Punch List, the CONSULTANT shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the PROJECT is verified by the CONSULTANT and the required Verified Report has been submitted to the DISTRICT for review, the CONSULTANT shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the PROJECT and final payment, and that all Punch List items must be completed within the duration set forth in the Contract between the DISTRICT and the Contractor. The DISTRICT shall also be notified in writing of all Punch List items identified by the CONSULTANT and the Contractor. The CONSULTANT shall notify the DISTRICT when all Punch List items have been corrected by the Contractor for the DISTRICT's final acceptance of the PROJECT and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the DISTRICT and the Contractor, the CONSULTANT shall inform the DISTRICT of such default and provide the DISTRICT with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. For purposes of this AGREEMENT, "Substantial Completion" shall mean the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and incomplete items on the Punch List; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card; (3) all building systems including mechanical, electrical and plumbing are functioning; and (4) the PROJECT is fit for occupancy and its intended use.
  - (xxxiv) Once the CONSULTANT has verified the Substantial Completion of the PROJECT, the CONSULTANT shall issue a Certificate of Substantial Completion to the Contractor and the DISTRICT. Upon the issuance of the Certificate of Substantial Completion, the CONSULTANT shall prepare and submit to DSA, Project Inspector and the DISTRICT a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The CONSULTANT shall also submit a signed Verified Report to DSA, Project Inspector and the DISTRICT upon any of the following events: (1) Work on the PROJECT is suspended for a period of more than one month; (2) The services of the CONSULTANT are terminated for any reason prior to the completion of the PROJECT; (3) DSA requests a Verified Report.

(xxxv) The CONSULTANT and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the CONSULTANT, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the CONSULTANT approves any final Punch List by the Contractor. As part of the CONSULTANT's Basic Services under this Section, the CONSULTANT shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the PROJECT to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the CONSULTANT. In the event the CONSULTANT and/or its consultants fail to verify that such work has been corrected by the Contractor before the CONSULTANT approves the final Punch-List and such work has in fact not been corrected, the CONSULTANT shall be responsible for performing all the architectural and/or engineering services necessary, at no additional cost to the DISTRICT, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the DISTRICT and DSA.

**2) Construction Oversight and Project Certification Process** (if Project is subject to DSA jurisdiction)

- a) Consultant shall ensure that the Project Inspector is approved by the DSA for the Project by submitting the applicable Inspector's Qualification Record (form DSA 5 or more current version, if applicable) to and by obtaining approval from the DSA prior to commencement of construction and prior to requesting issuance of project inspections cards (form DSA 152 or more current version, if applicable).
- b) Consultant shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version, if applicable) by electronically submitting form DSA 102-IC (or more current version, if applicable) to the DSA after the construction contract has been awarded. Consultant shall provide project inspection cards to the Project Inspector prior to commencement of construction.
- c) Prior to commencement of construction, Consultant shall provide (1) a copy of the DSA approved construction documents and (2) the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103 or more current version, if applicable) prepared by Consultant to the Project Inspector and Laboratory of Record.
- d) Consultant shall prepare and submit a Contract Information form (form DSA 102 or more current version, if applicable) for all construction contracts.
- e) Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Consultant or engineer or their qualified representative to observe construction.
- f) Consultant shall notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA-approved construction documents.
- g) Consultant shall respond to DSA field trip notes as necessary.
- h) Consultant shall submit an interim Verified Report (form DSA 6-AE or more current version, if applicable) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine (9) sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- i) Consultant shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version, if applicable) to the DSA.
- j) Consultant shall submit Verified Reports (form DSA 6-AE or more current form, if applicable) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project; (2) work on the Project is suspended for a period of more than one month; (3) the services of the Consultant are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.
- k) The CONSULTANT shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the DISTRICT, as required by applicable law. The CONSULTANT shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not provided by the Laboratory of Record. Upon the DISTRICT's award of a Construction Contract to the Contractor, the CONSULTANT shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the PROJECT as it is completed by the Contractor. The CONSULTANT shall verify that the Project Inspector has the

appropriate amount of PIC's that are needed for the inspection and completion of the entire PROJECT prior to the commencement of any work by the Contractor on the PROJECT. The CONSULTANT shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the PROJECT at the CONSULTANT's expense.

- l) The CONSULTANT shall meet with the Project Inspector, DISTRICT, Contractor, Laboratory of Record and Special Inspectors as needed throughout the completion of the PROJECT to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents.
- m) If the CONSULTANT has delegated responsibility for any portion of the PROJECT's design to other engineers, the CONSULTANT shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the DISTRICT during the course of construction and prior to the Project Inspector's approval and sign off of the above sections of the PIC's as they relate to the portions of the PROJECT that were delegated to such engineers.
- n) The CONSULTANT shall be responsible for reviewing and confirming, monthly, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the DISTRICT upon completion. The CONSULTANT shall review the as-built documents prepared by the Contractor monthly and report whether they appear to be up to date, based upon the CONSULTANT's observations of the PROJECT. If it appears the as-built documents are not being kept up to date by the Contractor, the CONSULTANT shall recommend to the DISTRICT, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents.

### 3) Change Orders

- a) Consultant shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Consultant shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b) Consultant shall furnish all necessary Construction Change Documents and additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these Construction Change Documents and drawings from the Consultant, which shall be at no additional cost unless designated as Extra Services by the District.

### 4) Submittals

- a) Consultant shall review and approve or take other appropriate action upon Contractor's submittals such as: shop drawings, Project data, samples and Construction Change Documents, for checking for conformance with information given and the design concept expressed in the Contract Documents.
- b) Consultant shall review Contractor's schedule of submittals and advise the District on whether that schedule is complete. Consultant shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
- c) Consultant's action upon Contractor's submittals shall be taken expeditiously to cause no unreasonable delay in the construction of the Project or in the work of Contractor(s), while allowing sufficient time in the Consultant's professional judgment to permit adequate review. In no case shall the review period associated with a single, submittal exceed twenty-one (21) calendar days from its receipt by the Consultant. Consultant's response to each submittal shall be a substantive and acceptable response. This twenty-one (21)-day period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce Consultant's liability if it fails to prepare acceptable documents.

- 5) **RFIs.** During construction as part of the basic services, Consultant must respond to all Requests for Information ("RFI") as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from receipt by the Consultant. Consultant's response to each RFI shall be a substantive and acceptable response. This seven-day period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Consultant's liability if it fails to prepare acceptable documents. Consultant must verify that RFIs are passed through the Project Inspector, if any.



- 6) **Notices of Deficient Work.** For on-site observations, Consultant shall keep the District informed of the progress and the quality of the work and shall endeavor to guard the District against defects and deficiencies in the work. Consultant shall notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Consultant may observe and shall provide this written notice within twenty-four (24) hours of Consultant's observation of defective or deficient work. However, Consultant shall not be a guarantor of the Contractor's performance.
- 7) **As-Built Drawings.** Consultant shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by the District's construction Contractor(s) on a Conforming Set.
- 8) **Record Drawings.** Consultant shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one (1) set of final Record Drawings for the District. The Record Drawings shall incorporate onto one (1) set of drawings, all changes from all As-Built, sketches, details, and clarifications, including, without limitation, all requests for information, Construction Change Documents and change orders based upon the construction Contractor's representations of actual construction. Consultant shall deliver the Record Drawings to the District at completion of the construction in a format acceptable to the District, and it shall be a condition precedent to the District's approval of Consultant's final payment. Consultant may insert the following notice on the Record Drawings: These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Consultant has provided a review consistent with its legal standard of care.
- 9) **O&M Manuals / Warranties.** Consultant shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 10) **Start-up.** Consultant shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
- 11) **Payment Statements.** Recommendations of Payment by Consultant constitute Consultant's representation to the District that work has progressed to the point indicated to the best of Consultant's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.
- 12) **Deliverables and Number of Copies.** Within thirty (30) days of the end of this Phase, Consultant shall provide to the District a hard copy of the following items produced in this Phase, together with one (1) copy of each item in electronic format:
  - a) Two (2) copies of the meeting report/minutes from the kick-off meeting;
  - b) Two (2) copies of the observation reports; and
  - c) Two (2) copies of the weekly meeting reports.

#### **I. CLOSE-OUT PHASE**

As the Construction Administration Phase progresses, Consultant shall perform the following Close-Out Phase services for the District as required in a timely manner:

1. Consultant shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
2. Consultant shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Consultant's recommendation as to the adequacy of these items.
3. Consultant shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
4. Consultant shall respond to the DSA "90-day" letter.

5. Consultant shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
6. Consultant shall prepare a set of As-Built Drawings for the Project, as required by the District.
7. Consultant shall review and prepare a package of all warranty and O&M documentation.
8. Consultant shall organize electronic files, plans and prepare a Project binder.
9. Consultant shall have primary responsibility to coordinate all Services required to close-out the design and construction of the Project with the District and among Consultants.
10. Within thirty (30) days after the completion of the PROJECT's construction and the CONSULTANT's receipt of as-built documents from the Contractor, CONSULTANT will review the as-built documents prepared by the Contractor and revise the record drawings and specifications so that they include all material changes made necessary by CCD's, change orders, RFI's, change order requests ("COR's"), Bulletins, clarifications as noted by the Contractor in its as-built documents and/or any other DISTRICT approved document which details the changes that were made to the DSA approved Construction Documents. The CONSULTANT shall incorporate such changes into a complete AutoCAD as-built file, in the original, executable, software format, and PDF files, and provide all such documents, including three (3) hard copies, to the DISTRICT at no additional cost. In the event the Contractor fails to provide its as-built documents within 30 days of the PROJECT's completion, the CONSULTANT shall notify the DISTRICT, in writing, of the Contractor's failure and recommend the appropriate withholding from the Contractor's final payment under the Contract with the DISTRICT.
11. The CONSULTANT shall assist the DISTRICT in securing the delivery of any and all applicable documents to DSA for review prior to issuance of a "Certificate of Completion." The CONSULTANT shall submit all documents prepared by, or in control of, the CONSULTANT to DSA without delay.
12. During the period the PROJECT is under construction, the CONSULTANT shall certify that the following documents have been submitted to DSA:
  - a) Copies of the Project Inspector's semi-monthly reports;
  - b) Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the PROJECT;
  - c) Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and
  - d) All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.
13. The CONSULTANT shall notify the DISTRICT, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the CONSULTANT shall assist the DISTRICT in obtaining the delivery of the above documents to DSA.
14. Upon the completion of all construction, including all Punch List items, the CONSULTANT shall assist the DISTRICT in securing the delivery of the following documents to DSA:
  - a) Copy of the Notice of Completion.
  - b) Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the CONSULTANT, structural engineer, mechanical engineer, and electrical engineer.
  - c) Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
  - d) Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
  - e) Weighmaster's Certificates (if required by approved drawings and specifications).
  - f) Copies of the signature page of all Addenda as approved by DSA.
  - g) Copies of the signature pages of all deferred approvals as approved by DSA.
  - h) Copies of the signature pages of all Revisions as approved by DSA.
  - i) Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
  - j) Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.
15. The CONSULTANT shall notify the DISTRICT, in writing, if any of the above items are not promptly submitted to the CONSULTANT and/or the DISTRICT by the responsible parties for submittal to DSA. If necessary, the CONSULTANT shall assist the DISTRICT in obtaining the above documents for delivery to DSA. Should the responsible parties not be able or willing to complete their closeout obligations, the CONSULTANT will pursue alternative certification strategies with DSA as an Additional Service to obtain project close-out and certification.
16. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

## 17. Deliverables and Number of Copies

- a. Two (2) copies of punch lists for each site; and
- b. Upon completion of the Project, all related Project documents, including As-Builts and Record Drawings. These are the sole property of the District.

## **J. MEETINGS / SITE VISITS / WORKSHOPS**

1. Consultant shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below. Consultant shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Consultant shall invite the District and/or its representative to participate in these meetings. Consultant shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
  - a. Consultant shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
  - b. Consultant shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
  - c. As required, Consultant shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
  - d. Each meeting may last up to a full day (eight (8) hours) and shall be held at the District office or at the Project site, unless otherwise indicated.
3. **Meetings During Project Initiation Phase ( \_\_\_\_\_ ( \_\_\_\_ ) meeting(s))**
  - a. Within the first week following execution of the Agreement, Consultant shall participate in one (1) Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
    - (i) Consultant, its appropriate consultant(s), and District staff shall attend the meeting.
    - (ii) The Project kick-off meeting will introduce key team members from the District and the Consultant to each other, defining roles and responsibilities relative to the Project.
    - (iii) During this meeting, Consultant shall:
      - (a) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
      - (b) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
      - (c) Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
      - (d) Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.
4. **Initial Site Visits ( \_\_\_\_\_ ( \_\_\_\_ ) meeting(s))**
  - a. Consultant shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
5. **Meetings During Programming Phase ( \_\_\_\_\_ ( \_\_\_\_ ) meeting(s))**
  - a. Consultant shall participate in one information gathering site meeting to receive input from the site and staff regarding its wishes and expectations regarding the design of Consultant's work on the Project and the schedule of use of the site during construction.
  - b. Consultant shall conduct one (1) site visit/meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
  - c. Consultant shall conduct a minimum of \_\_\_\_\_ ( \_\_\_\_ ) additional meetings as requested by District.

- d. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 6. Meetings During Schematic Design Phase ( \_\_\_\_\_ (\_\_\_\_) meeting(s))**
- a. Within the first two weeks following the start of the Schematic Design Phase, Consultant shall conduct \_\_\_\_ ( ) design workshop[s] with the District’s facilities team and site personnel to complete a basic design framework with computer-aided design equipment (“CADD”). The District may, at its discretion, allow Consultant to proceed with this meeting without using CADD. This workshop shall be ongoing and may include several meetings and shall not be concluded until each attendee has indicated his or her acceptance with the Consultant’s preliminary design. This workshop shall include the following:
- (i) Consultant shall designate its team member duties and responsibilities.
  - (ii) Consultant and District shall review District goals and expectations.
  - (iii) District shall provide input and requirements.
  - (iv) Consultant and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
  - (v) Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule.
  - (vi) Establish methods to facilitate the communication and coordination efforts for the Project.
- b. Consultant shall participate in \_\_\_\_ (\_\_\_\_) meeting(s) as requested by District.
- 7. Meetings During Design Development Phase ( \_\_\_\_\_ (\_\_\_\_) meeting(s))**
- a. At the time designated for completion of the Design Development package, Consultant shall conduct \_\_\_\_ (\_\_\_\_) meeting[s], per package or submittal, with the District to review the following:
- (i) Present the Design Development package for review and comment to proceed with preparation of final plans and specification.
  - (ii) Consultant and District shall review Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- b. **Value Engineering Workshop ( \_\_\_\_\_ (\_\_\_\_) meeting(s))**
- c. Consultant shall conduct value engineering workshop(s), as requested by the District, which shall include all of Consultant’s Consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.
- 8. Meetings During Construction Documents Phase ( \_\_\_\_\_ (\_\_\_\_) meeting(s))**
- a. Prior to beginning work on the fifty percent (50%) design package, Consultant shall conduct \_\_\_\_ (\_\_\_\_) meeting[s], per package or submittal, with the District to revise the Design Development package and receive comments.
- b. At the time designated for completion of the fifty percent (50%) submittal package, Consultant shall conduct \_\_\_\_ (\_\_\_\_) meeting[s], per package or submittal, with the District to review the following:
- (i) Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- c. At the time designated for completion of the one hundred percent (100%) Construction Document package, Consultant shall conduct \_\_\_\_ (\_\_\_\_) meeting[s], per package or submittal, with the District to review the following:
- (i) Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specifications.
  - (ii) Consultant and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Construction Budget.
- 9. Meetings During Bidding Phase ( \_\_\_\_\_ (\_\_\_\_) meeting(s))**
- a. Attend and take part in \_\_\_\_ (\_\_\_\_) meeting[s], per package or submittal, with all potential bidders, District staff, and Construction Manager.

- b. Conduct one (1) kick-off meeting with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**10. Meetings During Construction Administration Phase ( \_\_\_\_\_ (\_\_\_) meeting(s), plus weekly Project meetings until entire Project is complete)**

- a. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. This is expected to be \_\_\_\_\_ (\_\_\_) meetings, per site, but Consultant acknowledges that the Project may not be completed in this timeframe and agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
- b. Consultant shall ensure that Consultant(s) visit the site in conformance with their agreement(s) and that Consultant agreements shall reference District requirements for Construction Phase services.

**11. Citizens' Bond Oversight Committee Meetings ( \_\_\_\_\_ (\_\_\_) meeting(s)) (if applicable).** Consultant shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Consultant's design to the District's citizen bond oversight committee for review.

**12. Governing Board Meetings ( \_\_\_\_\_ (\_\_\_) meeting(s)).** Consultant acknowledges that the District's Governing Board must approve all designs. Consultant shall, at the District's direction, attend District Governing Board meeting(s) and present the Consultant's design to the District's Governing Board for review and approval.