

**SVA SUPPLEMENTAL AGREEMENT NO. 3 – EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF ARCHITECT**

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

#### **A. BASIC SERVICES**

Architect agrees to provide the Services described below:

1. Architect 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 Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
  - a. If the Project involves permanent modular or relocatable buildings, then Architect 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"). Architect shall, however, maintain responsibility for ensuring that:
    - (i) the MDP adequately performs such design, observation of in-plant construction, and first-time site installation;
    - (ii) the MDP performs all requisite testing;
    - (iii) the 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
    - (iv) the MDP's work is properly coordinated with Architect's work during all phases of the Project.
2. Architect 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. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect 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 Architect's scope of work. This information shall include, if available,
  - a. Boundary and Topographic Survey
  - b. Surveys, reports, as-built drawings, record drawings; and

- c. Geotechnical Report with subsoil data, chemical data, and other data logs of borings.

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

If Architect determines that the information or documentation the District provides is insufficient for purposes of design, or if Architect requires: structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, then, at the soonest possible time after Architect has become aware that this additional information is needed, the Architect 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 Architect, who may invoice the District for those services as Extra Services.

4. **District Standards.** As described further below, Architect shall coordinate and cooperate with all other District consultants and/or design professionals in the development of District standards for facilities and construction. Architect shall incorporate into its work and the work of all Consultants the District standards for facilities and construction at such time as they are adopted.
5. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School ("CHPS") Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.
6. **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 Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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## **B. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect 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 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 Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
  - a. Scaled size plans showing overall dimensions, identifying the various major areas and their relationship.
  - b. Preliminary exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of covering.
  - c. As applicable, identify proposed roof system, deck, insulation system, and drainage technique.
  - d. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
  - a. Layout structural systems with dimensions. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified or coordinate modular vendor's structural system.
  - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Specifications**

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

## **C. CONSTRUCTION DOCUMENTS PHASE**

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

### **1. Construction Documents – 100% / Completion Stage:**

#### **a. Architectural**

- (i) Completed site plan.
- (ii) Completed shade structure floor plans, elevations, and sections.
- (iii) Architectural details and large blow-ups completed as needed.

#### **b. Structural**

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

#### **c. Civil**

All site plans completed.

#### **d. 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) No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:
  - (A) The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code section 3400, or
  - (B) The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code section 3400.
- (iii) Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- (iv) At one hundred percent (100%) review, District shall review the Specifications and shall direct Architect to make corrections at no cost to the District.

(v) Coordination of the Specifications with specifications developed by other disciplines.

(vi) Specifications shall be in CSI format.

**e. 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 Architect 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 Architect's obligation to provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law.

**f. Deliverables and Numbers of Copies**

Within thirty (30) days of the end of this Phase, Architect 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 a statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

(v) Two (2) copies of the DSA file including all correspondence, meeting, minutes or reports, back-check comments, checklists to date; and

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

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

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

(i) Drawings: Original electronic submittal of all drawings on Architect's tracing paper with each Architect/Consultant's State license stamp.

(ii) Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

- c. Architect shall update and refine the Consultants' completed Contract Documents.
- d. Conclusion of Construction Document Phase requires final stamp-out by DSA.

**3. Meetings**

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

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## **D. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect 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 Architect. Nevertheless, Architect 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 Architect.
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 Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
6. Attend bid opening.
7. Coordinate with Consultants.
8. Respond to District and potential bidder questions and clarifications.
9. Deliverables and Number of Copies

Within thirty (30) days of the end of this Phase, Architect 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, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set.

## **E. CONSTRUCTION ADMINISTRATION PHASE**

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

1. Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
2. **Construction Oversight and Project Certification Process**
  - a. Architect 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) 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).
  - b. Architect shall request issuance of the proper number of project inspection cards (forms DSA 152 or more current version) by electronically submitting form DSA 102-IC (or more current version) to the DSA after the construction contract has been awarded. Architect shall provide project inspection cards to the Project Inspector prior to commencement of construction.
  - c. Prior to commencement of construction, Architect 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) prepared by Architect to the Project Inspector and Laboratory of Record.
  - d. Architect shall prepare and submit a Contract Information form (form DSA 102 or more current version) for all construction contracts.
  - e. Architect shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the Project site by the Architect or engineer or their qualified representative to observe construction.
  - f. Architect 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. Architect shall respond to DSA field trip notes as necessary.
  - h. Architect shall submit an interim Verified Report (form DSA 6-AE or more current version) 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. Architect shall submit a Statement of Final Actual Project Cost (form DSA 168 or more current version) to the DSA.

- j. Architect shall submit Verified Reports (form DSA 6-AE or more current form) 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 Architect are terminated for any reason prior to completion of the Project; or (4) DSA requests a Verified Report.

### **3. Change Orders**

- a. Architect shall review all of Contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the Contractor for clarification, or rejected.
- b. Architect 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 Architect, which shall be provided at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

### **4. Submittals**

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

5. **RFIs.** During the course of construction as part of the basic services, Architect 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 Architect. Architect's response to each RFI shall be a substantive and acceptable response. This seven-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents. Architect must verify that RFIs are passed through the Project Inspector, if any.
6. **Notices of Deficient Work.** On the basis of on-site observations, Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall timely notify the District in writing of any defects or deficiencies in the work by any of the District's Contractors that Architect may observe. However, Architect shall not be a guarantor of the Contractor's performance.
7. **As-Built Drawings.** Architect shall review and evaluate for District the Contractor(s)' documentation of the actual construction performed during the Project that the Contractor(s) should prepare and submit as As-Builts. As-Builts 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.** Architect shall incorporate all information on all As-Builts, 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-Builts, 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. Architect 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 Architect's final payment. Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. Architect has provided a review consistent with its legal standard of care.
9. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
10. **Start-up.** Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and on apparent deficiencies or defects in construction following the acceptance of the Contractor's work.
11. **Payment Statements.** Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point

indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the Contract Documents.

## **12. Deliverables and Number of Copies**

Within thirty (30) days of the end of this Phase, Architect 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.

## **13. Meetings**

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

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## **F. CLOSE OUT PHASE**

1. As the Construction Administration Phase progresses, Architect shall perform the following Close Out Phase services for the District as required in a timely manner:
  - a. Architect shall review the Project and observe the construction as required to determine when the Contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.
  - b. Architect shall collect from the Contractor, review, and forward to the District all written warranties, operation manuals, and spare parts with Architect's recommendation as to the adequacy of these items.
  - c. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
  - d. Architect shall respond to the DSA "90-day" letter.
  - e. Architect shall obtain all required DSA approval of all Construction Change Documents and addenda to the Contractor's contract.
  - f. Architect shall prepare a set of As-Built Drawings for the Project, as required by the District.
  - g. Architect shall review and prepare a package of all warranty and O&M documentation.
  - h. Architect shall organize electronic files, plans and prepare a Project binder.
  - i. Architect 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.
2. 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.
3. **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.
4. **Meetings**

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

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

1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as described below, with the specific number of meetings for a Project to be determined in the Supplemental Agreement assigning that Project to Architect. Architect shall chair, conduct and take minutes of all coordination meetings with its Consultant(s) during the entire design phase. Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.
2. **General Meeting, Site Visit, and Workshop Requirements**
  - a. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or Contractors, as applicable.
  - b. Architect shall maintain a log of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
  - c. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
3. **Initial Site Visits (one (1) meeting(s))**
  - a. Architect shall visit the Project site to complete a visual inventory and documentation of the existing conditions.
4. **Meetings During Schematic Design Phase (one (1) meeting(s))**
5. **Meetings During Construction Documents Phase (two (2) meeting(s))**
  - a. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct two (2) 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) Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.
6. **Meetings During Bidding Phase (one (1) meeting(s))**
  - a. Attend and take part in one (1) 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.

7. **Meetings During Construction Administration Phase (weekly Project meetings until entire Project is complete)**
  - a. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the Contract Documents and to monitor the progress of the construction of the Project.
  - b. Conduct weekly Project meetings with District staff to review with District staff the progress of the work. Architect agrees to attend weekly Project meetings, at no additional cost to the District, until the work of the Project is complete.
  - c. Architect 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.

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