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Mar 26, 2012 : [Regular Meeting of the Emery USD Board of Trustees](#)
: [G. DISCUSSION/ACTION ITEMS \(approximately 6:55 p.m.\)](#)


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10. Contract for ECCL Architectural Services

[Status: Submit] [Discussion Item] [Vote]

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First Reading: Receive, review, and discuss the Architectural Services contract as presented by staff.

▼ [Purpose](#)

The purpose of this agenda item is to present to the Board, for first reading, the full-service Architectural Agreement for the ECCL project. This contract will also appear on the next Board Agenda for approval vote.

▼ [Background](#)

In February of 2009, the District issued an RFP for Architectural Services for the ECCL project. The District and the City of Emeryville, through discussions at the City/School Committee, made the decision to issue the RFP following the approval of a Masterplan for the ECCL at the Emery Secondary School site (as completed by Field-Paoli). The District conducted an RFP information meeting and more than 60 architectural firm representatives attended. The District ultimately received 9 very competitive proposals for the work. The District and the City jointly appointed a selection committee consisting of District, City, and student members and through a process of RFQ review, interviews, and community presentations the selection committee identified The Nexus Partners as their top choice team to serve as Architects for the ECCL.

Since their selection, the Nexus Partners team has been very busy with the District, City, and community of Emeryville developing, refining, and tailoring the ECCL Conceptual Design to meet community goals, program goals, and project constraints. The City/Schools Committee, earlier this month (March 1, 2012), approved the ECCL Conceptual Design and so did the Board of Trustees at their March 12, 2012 meeting. With that ECCL Conceptual Design now in place, and with the project funds now aligned to support that Conceptual Design, the ECCL project is ready to move forward into the major design, documentation, approval, and construction phases.

The architectural contract that is now before the Board is known as a "full-service" contract for the architectural team. It is called "full-service" because it covers all of the architects and architects' consultants for all of the phases of project work from design all the way through to full occupancy of "Phase One" of the new set of facilities. The full-service contract also includes the schematic design phase for "Phase Two" of the new set of facilities.

The compensation amount noted in the contract for the architects' full-service agreement is

inclusive of a reduction in service and fee which represents the offset due to the pre-construction services being paid to the Lease Leaseback Builder. That is, following the establishment of the scope and specific system design for the ECCL project that occurs in the "schematic design" phase, the Nexus Partners' mechanical, electrical, and plumbing design engineers will oversee, rather than produce themselves, the document production work that the subcontractors for mechanical, electrical, and plumbing trades will produce under contract to the Lease Leaseback Builder.

The architects' full-service contract contains multiple phases of work as follows: 1) schematic design, 2) design development, 3) construction documents, 4) approvals, 5) bid/negotiation, 6) construction administration, and 7) post-construction and closeout phases.

▼ [Funding](#)

Current ECCL project work is authorized and supported by MOU #2 which incorporates City and Measure J funds.

▼ [Supporting Documents](#)



[ECCL Contract for Architectural Services](#)

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[ECCL Contract for Architectural Services- Exhibits](#)

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Project: Emeryville Center of Community Life

Project: 09-001

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement (Agreement) made and entered into by and between Emery Unified School District, a political subdivision of the State of California, herein called DISTRICT and dsk architects LLP, herein called ARCHITECT, WITNESSETH:

WHEREAS, DISTRICT proposes to undertake the construction of an improvement project herein described which requires the services of a duly qualified and licensed architect, and

WHEREAS, ARCHITECT represents that ARCHITECT is licensed to practice architecture in the State of California and is specially qualified to provide the services required by DISTRICT, and

WHEREAS, the parties have negotiated upon the terms pursuant to which ARCHITECT will provide such services and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is hereby agreed:

1. AGREEMENT

DISTRICT retains ARCHITECT to perform, and ARCHITECT agrees and undertakes to provide to DISTRICT, for the consideration and upon the terms and conditions herein set forth, the architectural services specified in this Agreement and those related services incidental thereto.

2. DESCRIPTION OF PROJECT

Architectural services shall be provided for the project known as the Emeryville Center of Community Life and as further described in **Exhibit B**, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is located at 4727 San Pablo Avenue, Emeryville, CA.

Included in **Exhibit E** is a Project Schedule indicating duration and milestone dates for key project tasks. ARCHITECT shall perform services consistent with this schedule as required by Paragraph 21, Time Schedule. ARCHITECT shall regularly report to DISTRICT on actions required to meet milestone schedule dates and recommend further refinements in the schedule.

3. TERM OF AGREEMENT

This Agreement begins with execution of the Agreement by the parties and completes upon completion of services under the Agreement, unless terminated sooner. Should none of the services stated herein be commenced by or before three (3) months from the date set forth by the parties in the execution clause, this Agreement is void, unless that deadline is extended by mutual written agreement.

4. COMPENSATION

As compensation for all services of ARCHITECT in performance of this Agreement, DISTRICT shall pay to ARCHITECT:

a. **BASIC SERVICES:** For all "Basic Services," as set forth in Paragraph 5, below, and as specified in **Exhibit B**, Tasks and Responsibilities, which is attached and incorporated by this reference, compensation in the amount of \$6,564,798.00 as set forth in **Exhibit H**, Compensation and Schedule of Hourly Billing Rates, which is attached and hereby incorporated by reference.

b. **ADDITIONAL SERVICES:** For all additional services other than Basic Services, a fee to be agreed upon by the parties in writing prior to performance of such services by ARCHITECT, which fee may be a flat amount, or ARCHITECT's standard hourly rates (the method for calculation of additional payments owed shall be chosen by the District) as set forth in Exhibit H, and necessary consultants at 1.10 times cost. Only the Superintendent or authorized designee may authorize additional or changed services. The parties expressly acknowledge that any other DISTRICT employees are without authorization to order either additional or changed services or to waive contractual requirements of this Agreement. Failure of the ARCHITECT to secure proper authorization for additional or changed services shall constitute a waiver of any and all right to adjustment in the contract price as set forth herein, and ARCHITECT shall not be entitled to compensation for such unauthorized services. The DISTRICT shall provide ARCHITECT written authorization in a timely manner if it wishes to accept or reject Additional Services.

c. **REIMBURSABLE EXPENSES:** "Reimbursable Expenses" are in addition to compensation for Basic and Additional Services and include expenses incurred by ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit H, is subject to prior written approval by DISTRICT. Reimbursable expenses shall be itemized and presented monthly by ARCHITECT to DISTRICT for payment upon approval by DISTRICT's authorized representative. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses:

i. No expenses for travel shall be considered reimbursable except as otherwise agreed and set forth in writing in Exhibit H hereto.

ii. Printing expense for bid sets of Project construction documents only (not including DISTRICT copies as provided for in this Agreement).

d. TIME OF PAYMENTS: ARCHITECT's compensation shall be paid by DISTRICT to ARCHITECT monthly, in arrears in accordance with the following conditions:

i. Payments on account of Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by DISTRICT up to the amounts set forth in writing in Exhibit H hereto.

ii. Payments on account of agreed-upon Additional Services, shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify in writing when such services are agreed upon.

iii. Each payment to ARCHITECT shall be made monthly in the usual course of DISTRICT business after presentation by ARCHITECT of an invoice approved by DISTRICT's authorized representative designating services performed, method of computation of amount payable, and amount payable. For Basic Services, ARCHITECT shall be paid within thirty (30) days from receipt of approved invoice. Architect shall be entitled to __1_% interest / month beyond 30 days.

iv. Should DISTRICT terminate this Agreement at any time, ARCHITECT shall, upon notice of such termination, forthwith cease all services hereunder. If the Agreement is terminated for any reason other than a material breach of the Agreement by ARCHITECT, ARCHITECT's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which ARCHITECT's services stopped, proportionate to the degree of completion of the work on such phase. Compensation as set forth in the preceding sentence shall only be due and owing if, in the District's ~~sole~~ opinion, such work was satisfactorily performed and completed. In addition, ARCHITECT shall be paid a termination expense fee which shall compensate ARCHITECT for all expenses, including, but not limited to, start up costs actually incurred by ARCHITECT as a result of termination of the Agreement. The termination expense fee shall be an amount computed as a percentage of the applicable Cumulative Percentage of total fees, as set forth in subparagraph 4.d.i, earned at the time of termination as follows:

(1) Twenty percent if termination occurs during or prior to completion of the Schematic Design Phase; or

(2) Ten percent if termination occurs during the Design Development Phase;

(3) Five percent if termination occurs during the Construction Documents Phase.

(4) No termination expense fee shall apply if the Agreement is terminated following DSA approval.

v. Should DISTRICT terminate this Agreement due to a material breach of the Agreement by ARCHITECT, ARCHITECT shall, upon notice of such termination,

forthwith cease all services hereunder. In such event, ARCHITECT's total fee for all services performed shall be computed under the foregoing provisions of this Agreement to cover services satisfactorily performed (at the sole discretion of the District) to the date of such notice and shall include compensation for services within the phase of performance at which the services stopped proportionate to the degree of completion of ARCHITECT's satisfactorily completed (at the sole discretion of the District) services on such phase.

e. CHANGE ORDERS: Payment of fees to ARCHITECT as a result of change orders shall be handled as follows:

i. DISTRICT-initiated changes: If a change order is requested by the DISTRICT, ARCHITECT'S fee for such change order shall be calculated on a percentage or hourly basis as agreed in writing by the DISTRICT and ARCHITECT prior to commencement of work on the change order. If a change order is solicited by the DISTRICT from the Contractor but not subsequently authorized by the DISTRICT, ARCHITECT shall be paid for time spent on the proposed change order as an Additional Service, pursuant to Article 4.b.

ii. Change orders beyond DISTRICT or ARCHITECT control: If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions or which could not be discovered by site observation, such change orders shall be handled in the same manner as DISTRICT -initiated change orders.

iii. Change orders due to errors or omissions on the part of the ARCHITECT: Notwithstanding any other provisions of the Agreement, when ARCHITECT'S actions or inaction create or cause an error or omission in the work (not including those caused by negligent or intentional error, as set forth in Section 12 below) and a change order to the construction contract is necessitated:

~~(1)~~ ARCHITECT shall not be entitled to fees for such change orders nor shall ARCHITECT'S fees be calculated by reference to the cost of any change order work which would not have been necessitated had the work been included in the bid documents; ~~and~~

(2) ARCHITECT shall be responsible for the cost of the following:

(a) the reasonable excess cost to construct the work described in the change order, as compared with the cost to construct the work had it been included in the bid documents, but only to the extent that the excess costs of all such non-negligent errors or omissions changes exceed a total of 3% of the original construction contract amount for the Project; and

(b) any delays which the DISTRICT incurs as a result of the error or omission, but only to the extent that the excess costs of all such delays related to non-negligent errors or omissions changes exceed a total of 3% of the original construction contract amount for the Project.

The DISTRICT may backcharge the ARCHITECT for these costs and expenses, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collections. Total amount for which DISTRICT may seek reimbursement from ARCHITECT for these change orders due to non-negligent errors or omissions on the part of the ARCHITECT may not exceed the ARCHITECT'S total fee for Basic plus Additional Services. Excluded from the 3% calculation are costs resulting from changes outside the Architects knowledge and control such as Design and Construction decisions by contractors Design Build Team, Subsurface conditions not identifiable in standard survey practices, DSA Project Inspector requirements beyond DSA approval, City Building Official requirements beyond DSA approval, Existing Gymnasium construction not identifiable from provided drawings and any changes caused by District and District Consultants not identifiable by the Architect in the course of its standard practice. .

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

ARCHITECT's Basic Services shall consist of the following items and as further specified in Exhibits G-1, G-2 G-3, M, N hereto:

a. **SCHEMATIC DESIGN PHASE:** Review and confirmation of the conceptual master plan and program furnished by DISTRICT, as defined in Paragraph 7.a of this Agreement, to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with DISTRICT. A written summary of the ARCHITECT's understanding of that conceptual master plan and program will be prepared by the ARCHITECT for DISTRICT review and approval prior to moving forward with the schematic design scope of work. ARCHITECT will accomplish, as part of the schematic design phase, preparation of schematic design studies, drawings and other necessary documents showing site utilization and the scale and relationship of the components of the Project for the review and approval of authorized representatives of DISTRICT; meetings with school faculty or other representatives (including the Project Builder); preparation of a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and a written time schedule for the performance of its services hereunder. This phase will also include at least one three-dimensional model of the proposed design solutions, at least three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces. DISTRICT requires that at least three alternative schematic scenarios for the Project be developed by the ARCHITECT for review by the DISTRICT.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all SCHEMATIC PHASE documents and materials for review and approval, at no cost.

The architect shall provide due professional care, as set forth in Section 13 below, to provide that the schematic phase documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office

of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

b. DESIGN DEVELOPMENT PHASE: From the approved schematic design studies, ARCHITECT shall proceed with preparation of the design development documents consisting of site and floor plans, elevations and other drawings and documents sufficient to fix and describe the size and character of the Project including all engineering and consulting disciplines under Architect's direct control for a complete functional project including, but not limited to, structural, civil, landscape, acoustical, food service, signage and graphics, security, data, cost estimating, mechanical and electrical systems, kinds of materials and outline specifications, all for review and approval by DISTRICT. ARCHITECT shall also provide DISTRICT with a revised and updated written estimate of probable construction cost. This phase will also include at least one three-dimensional model of the proposed design solution, at least three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces.

The architect shall provide due professional care, as set forth in Section 13 below, to provide that the design development phase documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all DESIGN DEVELOPMENT PHASE documents and materials for review and approval at no cost.

c. CONSTRUCTION DOCUMENTS PHASE: From the approved design development documents, ARCHITECT shall proceed with preparation of complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the Project including all engineering and consulting disciplines under Architect's direct control for a complete functional project including, but not limited to, architectural, interior design, structural, civil, landscape, acoustical, food service, signage and graphics, security, data, cost estimating, mechanical and electrical systems and utility-service-connected equipment and site work, assuring that the drawings and specifications are consistent with the front-end documents and General Conditions of the contract documents, all for review and approval by DISTRICT. This phase will also include at least one three-dimensional model of the proposed design solution, at least three professionally executed color rendering of the entire site and exterior design proposals, and four professionally executed color renderings of critical interior spaces.

The architect shall provide due professional care, as set forth in Section 14 below, to provide that the construction documents phase work products shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents. Approval by DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by ARCHITECT. ARCHITECT shall prepare for DISTRICT's use any and all documents required for submittal or to comply with agency approval and funding processes as defined by the Office of Public School Construction, the Department of Education, the Office of the State Architect, the City of Emeryville, and other agencies having jurisdiction over the project. ARCHITECT shall prepare all forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program project.

ARCHITECT shall include with the delivery of the final form of construction documents ARCHITECT's final statement of probable construction cost based on adjustments to previous estimates indicated by changes in requirements or general market conditions.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all CONSTRUCTION DOCUMENTS PHASE documents and materials for review and approval at no cost to DISTRICT.

d. DSA APPROVAL PHASE: Following DISTRICT's review and approval of construction documents and DISTRICT's acceptance of ARCHITECT's final estimate of probable construction costs, ARCHITECT shall obtain required approvals from State agencies and any other regulatory bodies having jurisdiction over the work of the Project. ARCHITECT shall make all necessary modifications to their documents required by those regulatory agencies to secure approval in a timely manner. ARCHITECT shall make adjustments to final statement of probable construction cost as needed to reflect modifications to plans and specifications that occur during this phase.

ARCHITECT shall deliver to DISTRICT ten full and complete copies of all DSA APPROVAL PHASE documents and materials for review and approval, at no cost to DISTRICT.

e. AWARD PHASE: Following DISTRICT's review and approval of approved construction documents and DISTRICT's acceptance of ARCHITECT's final adjusted estimate of probable construction costs, ARCHITECT shall reproduce the plans, specifications and construction documents in the required number and assist DISTRICT and Builder in dissemination of plans, specifications and construction documents among interested sub-contractors, and in obtaining bids or proposals, and award and preparation of the construction contract.

f. CONSTRUCTION PHASE: The construction phase shall begin upon execution of the construction contract and shall end upon the later of DISTRICT's approval of ARCHITECT's final certificate for payment to the contractor or sixty (60) days after the filing of the Notice of Completion. During this phase, ARCHITECT shall:

i. Provide general administration of the construction contract. Perform all duties specifically delegated to the Architect of Record for this Project.

ii. Advise and consult with and serve as representative of DISTRICT in the general administration of the construction contract and will work as an integral team member with the Builder and DISTRICT'S representative throughout the construction of the project. ARCHITECT shall have authority to act for DISTRICT to the extent provided in the construction contract.

iii. Provide general direction to any Project Inspector of Record employed by and responsible to DISTRICT as required by applicable law. ARCHITECT and ARCHITECT'S consultants shall submit verified reports to the governing authorities having jurisdiction over the Project, including but not limited to the District's Governing Board, Office of Public School Construction and the Division of the State Architect, as required by Title 24 of the California Code of Regulations. ARCHITECT shall also require that the Contractor(s) and inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.

iv. Visit the Project site once a week, minimum, and at intervals appropriate to the stage of the contractor's operations in order to maintain familiarity with the progress of work and to determine in general that the contractor's work complies with the plans and specifications and that the work, when fully completed, will be in accordance with the contract documents. Such visits and determinations are to be distinguished from the continuous inspection provided by an Inspector of Record required by law for public school construction. ARCHITECT shall neither have control over nor be in charge of, nor be responsible for, the contractor's construction sequences or procedures, nor for safety precautions and programs in connection with the contractor's work.

v. Make such regular written and verbal reports as shall be required by DISTRICT or by any other applicable reviewing or licensing agencies, with a minimum of a thorough written Field Report following within 48 hours of each weekly construction site visit, and keep DISTRICT fully informed of the progress of the work by means of written reports.

vi. Review schedules, shop drawings, samples and other submissions of the contractor for general compliance with design and the contract specifications within a maximum turnaround time of ten (10) working days and timely notify the contractor and DISTRICT of deadlines which may affect the construction schedules.

vii. Promptly notify DISTRICT of deviations known or observed by ARCHITECT in the contractor's work or materials or both which do not conform to the contract documents. Upon instructions from the DISTRICT representative, and consistent with Section 5.f.xiv below, ARCHITECT shall reject the work or materials or both which do not so conform. ARCHITECT shall then inform DISTRICT what further work, installation of conforming materials, or testing of proposed substitute materials, whichever may be applicable, may be required. Upon instructions from DISTRICT representative, further work, conforming materials, or substitute materials, whichever may be applicable, shall be required of the contractor if determined by ARCHITECT to be necessary to carry out the intent and purposes of the contract documents and the Project, based on ARCHITECT's reasonable professional judgment. ARCHITECT shall not be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract document. ARCHITECT shall be responsible

for ARCHITECT's negligent acts, errors and omissions, but shall not have control over or charge of and shall not be responsible for the negligent acts, errors or omissions of the contractors, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the construction work.

viii. Examine and verify the contractor's applications for payments including reviews of the status of the contractor's record as-built drawings and approve the issuance of certificates for payment for work completed in such amount as ARCHITECT shall judge proper under the contract documents. ARCHITECT's approvals shall constitute representations to DISTRICT, based on the ARCHITECT's professional evaluation of the contractor's work and on the data comprising the contractor's applications for payment, that the contractor's work has progressed to the points indicated and that, to the best of ARCHITECT's knowledge, information and belief, the quality of the contractor's work and the completion of his as-built record drawings are in accordance with the contract documents. ARCHITECT's approvals shall not be representations that ARCHITECT has (1) reviewed construction means, methods, techniques, sequences or procedures, or (2) ascertained how or for what purpose the contractor has used money previously paid on account of their contract sums.

ix. Prepare and/or review any necessary change orders for approval by the contractor, DISTRICT and all applicable governmental agencies, including review of the contractor's pricing requests.

x. Provide a color schedule and four sample boards of all finish materials in the project for DISTRICT's review and approval.

xi. Determine dates of substantial and final completion and make final detailed on-site review of job with representatives of DISTRICT and contractor, including preparation of an initial punch list and any subsequent punch list completion reviews required for final completion of the project.

xii. Collect from contractor and deliver to DISTRICT all written guarantees, instruction books, diagrams, manuals, charts and as-built drawings as defined in the construction documents, which are required of and assembled by contractor.

xiii. Issue ARCHITECT's certificate of completion and final certificate for payment.

xiv. After consultation with and approval by DISTRICT, ARCHITECT shall have authority to reject work which does not conform to the contract documents.

Whenever ARCHITECT considers it necessary or advisable, ARCHITECT will have authority to require inspection or testing of the work in accordance with the provisions of the contract documents, whether or not such work is fabricated, installed or completed. However, neither this authority of ARCHITECT nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ARCHITECT to the contractor, subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.

xv. ARCHITECT shall review and approve or take other appropriate action upon the contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. ARCHITECT's action shall be taken within a maximum turnaround period of 10 working days so as to cause no delay in the contractor's work or in the activities of DISTRICT or of separate contractors or subcontractors, while allowing sufficient time to permit adequate review. If at any time it appears that the time required for such review may result in a delay, ARCHITECT shall promptly notify DISTRICT of the possibility of delay, and exercise best efforts to avoid or minimize such delay. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor as required by the contract documents. ARCHITECT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ARCHITECT, of construction means, methods, techniques, sequences or procedures. ARCHITECT's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

xvi. ARCHITECT shall interpret and attempt to resolve matters concerning performance of DISTRICT and the contractor under the requirements of the contract documents on written request of either DISTRICT or the contractor. ARCHITECT's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the contract documents and shall be in writing or in the form of drawings.

xvii. DISTRICT shall require each contractor to provide DISTRICT with record as-built drawings indicating the location and size of all underground or imbedded construction and utility connections not covered in the original drawings, change orders, supplemental drawings, or shop drawings. DISTRICT shall require the contractor to record such construction on reproducible drawings and on digital media furnished to the contractor by DISTRICT. ARCHITECT shall review the contractor's completed record drawings for general completeness based on ARCHITECT's site visits. Such a review by ARCHITECT shall not relieve the contractor of its responsibility for the accuracy or completeness of the information recorded.

g. CLOSEOUT and POSTCONSTRUCTION PHASE: After the completion of ARCHITECT's Construction Phase services, ARCHITECT will be available for reasonable consultation relating to the Project and the plans drawn by ARCHITECT. ARCHITECT shall attend meetings, at the request of DISTRICT, relating to completion of any punch list or lists; relating to any claim by the contractor or any subcontractor of extra work or delay due to the plans, alleged design flaws, alleged insufficient drawings, or the construction contract administration by ARCHITECT; or relating to any other matter germane to the completion of the Project over which ARCHITECT had general or specific control or responsibility. ARCHITECT shall lead and be responsible for compiling information necessary for project closeout. This phase shall be complete when District is notified by State agencies having jurisdiction over the work of the Project that the Project files have been successfully closed.

h. RESPONSIBILITY FOR CONSTRUCTION COSTS:

i. Evaluation of DISTRICT's budget for the Project, preliminary estimates of the probable construction cost and any updated estimates of the probable construction cost prepared by ARCHITECT represent ARCHITECT's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither ARCHITECT nor DISTRICT has control over the cost of labor, materials or equipment, over the contractor's methods of determining proposal prices, market or negotiating conditions. Accordingly, ARCHITECT cannot and does not warrant or represent that negotiated prices will not vary from DISTRICT's budget for the Project or from any estimate of construction costs or evaluation prepared or agreed to by ARCHITECT.

ii. In preparing estimates of construction cost, the ARCHITECT shall include and disclose reasonable contingencies for design and price escalation as agreed to by DISTRICT. ARCHITECT shall hire, at its own expense and as part of Basic Services, a reputable cost estimating consultant knowledgeable of current construction activity in the Emeryville area who shall prepare the various required construction cost statements.

iii. If negotiating has not commenced within ninety (90) days after ARCHITECT submits the finally DSA-approved construction documents to DISTRICT, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry.

i. CONSULTANTS AND STAFF:

DISTRICT and ARCHITECT agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All staff listed in **Exhibit F** have been approved by DISTRICT and ARCHITECT and may not be changed without prior approval except for an individual leaving the firm's employ. Other Key Staff will be selected prior to commencing service for District approval. If DISTRICT finds the performance of an approved individual not acceptable, DISTRICT will notify ARCHITECT who will take necessary corrective action. If unable to correct performance to DISTRICT's satisfaction, ARCHITECT will make appropriate staffing changes acceptable to DISTRICT.

i. All engineers and experts and consultants employed by ARCHITECT not listed in **Exhibit F** shall be approved in advance, in writing, by DISTRICT prior to their engagement. ARCHITECT shall confer and cooperate with educational planners and other professional consultants employed by DISTRICT.

ii. ARCHITECT shall, as noted in Exhibit F, cause each engineer and consultant before the time such engineer or consultant shall commence any services relating to the Project, to provide DISTRICT with evidence that each such engineer and consultant has in effect a policy of comprehensive commercial and general liability insurance, which shall name the District as an additional insured, and which shall have the same limits, endorsements and requirements as specified in Paragraph 9 of this Agreement, and, in addition, is covered by a policy of professional liability insurance in a minimum amount of \$2,000,000.00 with an insurance carrier satisfactory to DISTRICT.

iii. ARCHITECT shall promptly notify DISTRICT of reassignment or replacement of engineers, consultants and experts specified above. ARCHITECT shall also notify DISTRICT of staff changes of all other key personnel working on the Project.

j. YOUTH INVOLVEMENT and COMMUNITY INVOLVEMENT.

ARCHITECT shall participate in youth involvement and community involvement as set forth in Exhibits G-2 and M.

k. COMMUNITY BENEFITS from ARCHITECT'S WORK.

ARCHITECT shall participate in community benefits work as set forth in Exhibits G-2 and M.

l. ARCHITECT shall promptly notify DISTRICT of any significant defect that an ARCHITECT exercising reasonable professional judgment in the course of maintaining familiarity with the construction work would detect in materials, equipment, or workmanship which comes to ARCHITECT'S attention and of any known or observed default by the contractor in the orderly and timely progression or prosecution of the work.

m. ARCHITECT will endeavor to secure compliance by contractors with the contract requirements, but ARCHITECT does not guarantee the performance of their contracts.

n. Other than minor modifications, ARCHITECT shall not make modifications to plans, designs or specifications which would increase the size or scope of the project or which would increase the probable cost of construction, without the prior express written instruction of DISTRICT. Before performing any substantial work on any modification or change in design, plans or specifications, ARCHITECT shall notify DISTRICT in writing of the amount of any increase in the probable cost of construction due to any such proposed modification or change.

o. ARCHITECT will consult as necessary with representatives of DISTRICT and with representatives of any funding, licensing, or reviewing agencies or organizations concerned in the Project throughout the planning, design, and construction of the Project and the postconstruction phase noted above.

p. ARCHITECT, shall furnish, at ARCHITECT's own expense, all designers, draftsmen, technical, and clerical personnel necessary to perform the services described herein.

q. ARCHITECT shall prepare a set of reproducible record prints of drawings and also a digital media record set showing significant changes in the work made during the construction process, based on marked-up prints, drawings and other data furnished by the contractor to ARCHITECT.

r. ARCHITECT shall provide all demolition drawings required for the Project.

s. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.

t. ARCHITECT shall provide those specific services designated as ARCHITECT's tasks and responsibilities in Exhibits G-1, G-2 G-3, M and N. hereto.

u. ARCHITECT shall accommodate a change in the projected construction start date of up to one year with no change in fee. Should the projected construction start be delayed beyond the identified start of construction date identified in Exhibit E, the Architect's responsibility to staff the project as identified in section 21a shall be waived until such time as the construction start resumes.

v. ARCHITECT shall interface, work with and cooperate with the entity/contractor chosen by DISTRICT as the Project Builder, as required for progression of planning, design and progress of the Project, and as requested by the DISTRICT.

w. As part of Basic Services, ARCHITECT shall attend meetings as set forth in Exhibit G-2.

6. ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT

The following services are not included in the Basic Services. These additional services shall be provided by ARCHITECT if authorized in writing by DISTRICT.

a. Providing extensive analyses of DISTRICT's needs, and programming requirements of the Project as set forth in Paragraph 7.a. beyond the review and confirmation of conceptual master plan and program required as part of Basic Services.

b. Providing financial feasibility or other special studies.

c. Providing extensive planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

d. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project, except as relates to the additional square footage planned to be added as a second construction phase to expand the initial area of the Center of Community Life.

e. Providing services to make measured drawings of existing facilities other than those to be remodeled as part of this Project, or to revise or verify the accuracy of drawings or other information furnished by DISTRICT.

f. Providing detailed quantity surveys or inventories of material, equipment and labor other than would ordinarily and customarily be part of probable construction cost statements.

g. Providing services required for or in connection with the selection of furniture or equipment not included in the construction contract.

h. Providing services for planning tenant or rental spaces. Preparing contract documents required in connection with temporary housing during or related to construction.

i. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given or are due to causes beyond the control of ARCHITECT (except as otherwise provided in this Agreement).

j. Preparing supporting data and other services such as extra drawings, trips, estimates, studies, correspondence and presentations in connection with change orders if the change in the basic compensation resulting from the adjusted contract sum is not commensurate with the services required of ARCHITECT.

k. Making investigations involving detailed appraisals and valuations of existing facilities or inventories required in connection with construction performed by DISTRICT.

l. Providing consultation concerning replacement of any work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 4.a. as may be required in connection with the replacement of such work.

m. Providing professional services made necessary by the failure of performance, termination or default of the contractor or a subcontractor or by major defects in the work of the contractor or a subcontractor in the performance of the construction contract.

n. Providing services after issuance by DISTRICT of the final certificate for payment except as noted in Paragraphs 5 (f) and (g) or providing ongoing services if the agreed upon initial construction schedule is exceeded by more than sixty (60) days through no fault of the ARCHITECT.

o. Preparing to serve or serving as an expert witness in connection with any public hearing, dispute resolution proceeding or legal proceeding.

p. Providing any other services not otherwise included in this Agreement and not customarily furnished in accordance with generally accepted architectural practice.

q. Community and other public liaison services: Preparation time and materials for presentation to community for required community meetings excluding DISTRICT

board meetings and beyond those specifically required in Exhibit G-2; attending community and other public meetings in excess of those specifically required in Exhibit G-2, excluding DISTRICT board meetings.

r. Services for the following disciplines: off-site civil engineering, and traffic/parking.

s. Time and expenses preparing special presentation models, renderings or mockups other than those specifically required in Basic Services.

t. Enactment or revisions of codes, laws or regulations or changes in official interpretations which necessitate changes to previously approved documents other than those changes for which ARCHITECT should have reasonably foreseen.

u. Seeking variances or changes to agency guidelines on behalf of DISTRICT when so directed by DISTRICT.

v. Formal value engineering and detailed life-cycle cost analyses beyond those provided or required to meet the approved Project design goals and construction budget established by the schematic design phase.

w. Preparation of design and documentation for alternate bid or proposal requests by DISTRICT when not required to meet the approved construction budget.

x. Assistance with environmental and EIR studies other than those which would normally be required to complete ARCHITECT's Basic Services.

y. Coordination of construction performed by DISTRICT's own forces or coordination in connection with equipment supplied by DISTRICT and not reflected within the contractor's construction costs.

z. Providing assistance in the utilization of any equipment or system such as preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

aa. If the Project is suspended by DISTRICT for more than three hundred sixtyfive (365) consecutive days through no fault of ARCHITECT, the parties shall negotiate equitable adjustment to ARCHITECT's compensation due to such suspension.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of DISTRICT to:

- a. Make available to ARCHITECT all data and information requested by ARCHITECT and available to DISTRICT, concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a conceptual master plan and program which sets forth DISTRICT's objectives, space requirements and relationships, site requirements, facilities standards, special equipment and systems. If DISTRICT requires ARCHITECT's assistance in developing any such information, ARCHITECT shall be compensated as an Additional Service in accordance with Paragraph 6, except as specifically defined under Basic Services scope requirements.
- b. Upon ARCHITECT's request furnish ARCHITECT with a survey in an electronic CADD format approved by ARCHITECT of the Project site prepared by a registered surveyor or civil engineer which shall indicate legal limitations, existing structures, land features, improvements, sewer, water, gas, electrical and utility lines and locations including inverts and depths, topographical information and boundary dimensions of the site, and provide a soils investigation report, if required by law, and a geological report.
- c. Pay all fees required by any reviewing or licensing agency.
- d. Designate a representative authorized to act as liaison between ARCHITECT and DISTRICT in the administration of this Agreement and the construction contract.
- e. Furnish at DISTRICT expense the services of any Project Inspector of Record agreed to or required by law.
- f. Review all documents submitted by ARCHITECT and advise ARCHITECT of decisions thereon within a reasonable time after submission. Such review shall in no way constitute an opinion by the DISTRICT as to whether the documents comply with the Standard of Care set forth in Section 13 below.
- g. Issue any orders to contractors through ARCHITECT or with notice to ARCHITECT.
- h. Notify ARCHITECT in writing of any deficiencies in material or workmanship becoming apparent during the contractor's guarantee period.
- i. Retain a testing service for materials testing and inspection as required by the Department of General Services, Division of State Architect, Office of Regulatory Services and Title 21 of the California Code of Regulations and the Uniform Building Code with California amendments, as they may be amended from time to time.
- j. Provide copies of floor plans of existing buildings to be remodeled.

k. Provide other services identified as "District's Responsibilities" in Exhibit G-1.

l. ARCHITECT shall be entitled to rely upon the accuracy of all surveys and reports provided or furnished by DISTRICT unless, based upon ARCHITECT's professional judgment, such material or information appears to be inaccurate or incomplete. ARCHITECT shall not be required to provide detailed or exhaustive investigations to determine the accuracy of such surveys and reports.

8. INDEMNITY

ARCHITECT shall indemnify, and hold harmless DISTRICT, the Governing Board of DISTRICT, each member of the Board, and their officers and employees from all claims and liability of any kind to the extent actually caused by the negligence, recklessness, or willful misconduct of ARCHITECT and ARCHITECT's agents or employees arising out of this Agreement, but excluding liability as to the sole negligence or willful misconduct of DISTRICT or any third party. This indemnification obligation survives the performance of architectural services under this Agreement or any termination under the provisions of this Agreement except as specifically stated in this Agreement.

9. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

ARCHITECT, at ARCHITECT's sole cost and expense, shall take out and maintain at all times during the life of this Agreement, personal injury and property damage insurance for all activities of ARCHITECT and ARCHITECT's subcontractors arising out of or in connection with this contract, written on a comprehensive or commercial general liability form, including blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$2,000,000 combined single limit personal injury and property damage for each occurrence in an annual aggregate of no less than \$2,000,000.00 or as may be agreed upon between DISTRICT and ARCHITECT. Such insurance must be written by an admitted company or companies licensed to do business in the State of California at the time the policy is issued, and acceptable to DISTRICT.

a. ENDORSEMENTS: Such general liability policy (or policies) specified above shall provide the following:

The DISTRICT is included as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Agreement.

The general liability policy (or policies) specified above shall also be endorsed with or include the following specific or equivalent language:

i. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

ii. The insurance provided herein is primary and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

iii. Coverage provided by Certificate shall state that coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to DISTRICT. However, ARCHITECT shall not cancel coverage absent proof that alternate coverage, acceptable to the District (as evidenced in writing), will be in place immediately with no gap in coverage.

iv. The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. DOCUMENTATION: The following documentation of insurance shall be submitted to DISTRICT and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, ARCHITECT shall submit evidence that the insurance policies will be in effect during the requested additional period of time.

c. If ARCHITECT fails to maintain such insurance, DISTRICT may take out such insurance to cover any damages for which DISTRICT might be held liable on account of ARCHITECT's failure to pay such damages or to provide the required insurance coverage, and deduct and retain the amount of the premiums from any sums due ARCHITECT under the Agreement.

Nothing herein contained shall be construed as limiting in any way the extent to which ARCHITECT or any ARCHITECT's employees, agents, consultants, or subcontractors may be held responsible for payment of damages resulting from its operations.

10. WORKERS' COMPENSATION INSURANCE

Before the Agreement is entered into, ARCHITECT shall furnish to DISTRICT satisfactory proof that ARCHITECT and all engineers, consultants, and subcontractors ARCHITECT intends to employ have taken out, for the period covered by the proposed contract, full compensation insurance and Employer's Liability with an insurance carrier satisfactory to DISTRICT for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the act of the Legislature of the State of California, known as the Workmen's Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto. Such insurance shall be maintained in full force and effect during the period covered by the contract. In the event ARCHITECT is self-insured, ARCHITECT shall furnish a valid Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self- Insurance, Sacramento, California.

The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended revocation has been given to DISTRICT.

11. ERRORS AND OMISSIONS INSURANCE

Immediately upon execution of this Agreement, and before commencing any services hereunder, ARCHITECT shall furnish to DISTRICT satisfactory proof that ARCHITECT has and shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering ARCHITECT's activities on this Project, in an amount not less than Two Million Dollars (\$2,000,000.00), with an insurance carrier satisfactory to DISTRICT.

To the extent that the activities and services of engineers or consultants are not covered under ARCHITECT's professional liability insurance, ARCHITECT shall cause each major engineer and consultant as noted in Exhibit F, before the time such engineer or consultant shall commence any services relating to the project, to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000.00 with an insurance carrier satisfactory to DISTRICT.

a. **ENDORSEMENTS:** Where possible, such professional liability policy (or policies) specified above shall provide the following:

i. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

ii. The insurance provided herein is primary and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

iii. Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to DISTRICT. However, ARCHITECT shall not cancel coverage absent proof that alternate coverage, acceptable to the District (as evidenced in writing), will be in place immediately with no gap in coverage.

iv. The certificate must state that the insurance is on an occurrence (not a claims-made or modified occurrence) basis.

b. **DOCUMENTATION:** The following documentation of insurance shall be submitted to DISTRICT and approved prior to execution of this Agreement:

Certificates of insurance showing the limits of insurance provided and ~~signed~~ copies of the specified endorsements for each policy.

At the time of making application for an extension of time, ARCHITECT shall submit evidence

that the insurance policies will be in effect during the requested additional period of time.

12. ERRORS AND OMISSIONS

In addition to any other remedy which may be available to DISTRICT under this Agreement or under the laws of the State of California, DISTRICT may require ARCHITECT to pay all reasonable costs made necessary and to the extent caused by any negligent or intentional error or omission of ARCHITECT, including, but not limited to, costs for the removal or replacement of materials and labor or both, and ARCHITECT shall not receive any fee for any of its work performed in correcting said error or omission. DISTRICT agrees to file a claim for the costs claimed against ARCHITECT pursuant to this paragraph. There is no limit on damages due and owing under this provision.

13. COMPLIANCE WITH LAWS AND STANDARD OF CARE

a. ARCHITECT's services and performance under this Agreement shall meet the standard of due care for architects in the community in which the Project is being constructed. Further, ARCHITECT represents and agrees that it is specially qualified to provide the services requested by District, and understands the unique nature of this Project. Using reasonable professional judgment, ARCHITECT shall determine compliance with and interpretation of all applicable requirements of federal, state and local law including, but not limited to, the California Building Code, the Education Code, Title 19, and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services, as these codes and regulations may be amended from time to time. Conflicts of codes or regulations which should be disclosed, based on ARCHITECT'S reasonable professional judgment and based on the Project schedule, scope of services or significance of the conflict, shall be made known to DISTRICT and its legal advisor. DISTRICT shall decide the course of action after recommendation, if any, by ARCHITECT and the legal advisor.

b. ARCHITECT and all engineers, and consultants retained by ARCHITECT in performance of this Agreement shall be currently licensed as required by law to practice in their respective professions.

c. ARCHITECT acknowledges that the requirements of the Americans With Disabilities Act ("ADA") will apply to this Project. ARCHITECT will use the standard of care referred to in Section B.a. above to meet applicable ADA requirements. ARCHITECT's failure to adequately interpret or apply the ADA shall not relieve ARCHITECT from liability arising therefrom.

RECORDS

ARCHITECT shall maintain all records concerning the project for a period of four (4) years after its completion. ARCHITECT shall keep and maintain full and complete documentation and accounting records concerning all additional services performed that are compensable by other than a flat rate. ARCHITECT shall make such documents and records available to authorized representatives of DISTRICT for inspection or audit at any reasonable time. Records shall be maintained in digital formats.

15. TERMINATION OF CONTRACT

a. DISTRICT shall have the right to terminate this Agreement at will and without cause upon thirty (30) days written notice to ARCHITECT and upon compensation to ARCHITECT as set forth in paragraph 4.d.iv. above. If DISTRICT terminates this Agreement under this provision the parties shall be relieved of the remaining executory obligations of the Agreement except for such liability arising out of services performed prior to the date of termination.

b. DISTRICT may, at its election, terminate this Agreement, consistent with Article 4.d.v if ARCHITECT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days following written notice, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from DISTRICT, and to the satisfaction of DISTRICT, as evidenced in writing. If DISTRICT terminates this Agreement based upon the material default of ARCHITECT, DISTRICT shall be entitled to pursue any remedy available under the law against ARCHITECT including, without limitation, an action for damages for breach of contract.

c. ARCHITECT may, at its election, terminate this Agreement if DISTRICT defaults in any material respect on any provision hereunder and fails to cure such material default within 15 days, or if the default cannot be cured within 15 days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from ARCHITECT and to the satisfaction of ARCHITECT, as evidenced in writing. If ARCHITECT terminates this Agreement based upon the material default of DISTRICT, ARCHITECT shall be entitled to pursue any remedy available under the law against DISTRICT, including, without limitation, an action for damages for breach of contract.

d. Upon termination of this Agreement for any reason, ARCHITECT shall promptly and without further cost or charge to DISTRICT, deliver to DISTRICT all of the documents and other work product relating thereto.

16. ARCHITECT AN INDEPENDENT CONTRACTOR

It is specifically agreed that in the making and performance of this Agreement, ARCHITECT is an independent contractor and is not and shall not be construed to be an officer or employee or partner or joint venturer of DISTRICT.

17. STANDARDIZED MANUFACTURED ITEMS

The District has no standards manual(s). Upon receipt of DISTRICT'S direction ARCHITECT shall consult with and cooperate with DISTRICT's staff in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor covering, shall be standardized to DISTRICT's criteria so long as the same does not seriously interfere with building design. ARCHITECT is responsible for ensuring that any specification calling for a designated material, product or service by a specific brand or trade name is drafted in compliance with Section 3400 of the Public Contract Code.

18. OWNERSHIP OF DOCUMENTS, CONTRACTUAL WORKS OF AUTHORSHIP, RE-USE, LICENSES, COPYRIGHTS AND USE OF THESE

Pursuant to Section 17316 of the Education Code, all plans, including, but not limited to, record drawings, specifications, and estimates prepared by ARCHITECT pertaining to the Project pursuant to this Agreement shall be and shall remain the property of DISTRICT. Nothing in this paragraph shall preclude DISTRICT or another architect retained by District from using the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on or adjacent to the site .

Any re-use or modification of any portion of the plans, specifications, or estimates or other documents prepared by ARCHITECT under this Agreement, by DISTRICT or any other person with DISTRICT's consent, for any purpose other than as contemplated in this Agreement, shall be at the sole risk of DISTRICT and without liability to ARCHITECT, with no warranty of merchantability or fitness, and DISTRICT shall indemnify, hold harmless and defend ARCHITECT and its officers, directors, agents, employees and consultants from all claims of any kind arising out of such re-use or modification of said plans, specifications, estimates or other documents prepared by ARCHITECT.

After the completion of this project, ARCHITECT shall not permit any reproductions to be made of any DISTRICT owned documents without the written approval of DISTRICT and shall refer all requests for such documents by other persons to DISTRICT.

The ARCHITECT and DISTRICT shall have the right to include photographic or graphic representations of the design of the Project among their respective promotional and professional materials.

In the event that ARCHITECT utilizes or relies upon any Works of Authorship that were previously prepared by other design professionals, ARCHITECT shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by ARCHITECT pursuant to this Agreement.

This Agreement creates a non-exclusive and perpetual license for the DISTRICT to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in Contractual Works of Authorship. ARCHITECT shall require any and all subcontractors and consultants to agree in writing that the DISTRICT is granted a non-exclusive

and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

ARCHITECT represents and warrants that ARCHITECT has the legal right to license any and all copyrights, designs and other intellectual property embodied in Contractual Works of Authorship. ARCHITECT shall indemnify and hold the DISTRICT harmless pursuant to Article 8 of this Agreement for any breach of this warranty. ARCHITECT makes no such representation and warranty in regard to Works of Authorship that were prepared by design professionals other than ARCHITECT and provided to ARCHITECT by the DISTRICT.

At the completion of construction of the Project, ARCHITECT at its own expense will provide the DISTRICT with a complete set of reproducible Contractual Works of Authorship. ARCHITECT will retain, on the DISTRICT'S behalf, the original documents for a period of no less than fifteen (15) years ("the Retention Period"). ARCHITECT shall provide any Contractual Works of Authorship to the DISTRICT promptly upon the earlier of a request by the DISTRICT or the end of the Retention Period.

19. DISPUTE RESOLUTION PROVISIONS

a. MEDIATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any other legal proceeding.

ii. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a request for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of ninety (90) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

iii. The parties shall share the mediator's fee and any filing fees equally.

The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

iv. Any matter that relates to or is the subject of a lien arising out of ARCHITECT's services, ARCHITECT may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

b. ARBITRATION

i. Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to arbitration if the parties mutually agree in writing.

Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the mediation provisions above.

ii. A request for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

iii. Such arbitration shall be advisory unless the parties otherwise agree.

c. **ATTORNEY'S FEES**

i. If suit is brought by either party to this Agreement to enforce any of its terms, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.

20. SUCCESSORS AND ASSIGNMENTS

This Agreement is binding upon and inures to the benefit of the successors, executors, administrators, and assigns of each party to this Agreement, provided, however, that ARCHITECT shall not assign or transfer by operation of law or otherwise any or all of ARCHITECT's rights, burdens, duties, or obligations, professional or otherwise, without the prior written consent of DISTRICT's Governing Board. Any attempted assignment without such consent shall be invalid.

21. TIME SCHEDULE

a. **TIME SCHEDULE:** Time is of the essence in the performance of this Agreement. ARCHITECT shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. ARCHITECT shall submit for DISTRICT's approval, consistent with Exhibit E, a schedule for the performance of ARCHITECT's services which shall be adjusted, as required, as the Project proceeds, and shall include allowance for periods of time required for DISTRICT's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The schedule when approved by DISTRICT shall not be exceeded unless extended in writing by DISTRICT. ARCHITECT shall at all times maintain adequate staffing and resources necessary for the timely performance of ARCHITECT's services under this Agreement. ARCHITECT shall review and respond to submittals, requests for information, and the like, as expeditiously as possible to avoid delays in the work, but in any case no longer than a ten working day turnaround period.

b. **EXCUSABLE DELAYS:** If ARCHITECT is delayed in ARCHITECT's services by acts of DISTRICT or those in a direct contractual relationship with DISTRICT or by the California Department of General Services or other agencies, committees or boards having jurisdiction or review over the Project or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of ARCHITECT, the time for ARCHITECT's performance shall be

extended accordingly. Notwithstanding the foregoing, ARCHITECT shall endeavor to avoid or minimize such delay. Neither party shall be liable for the damages to the other party on account of such excusable delays. If the excusable delays cause the time schedule as provided in Exhibit E to be exceeded by 60 days, the ARCHITECT and DISTRICT shall negotiate an additional service fee pursuant to Section 4b.

c. **NON-EXCUSABLE DELAYS:** Other than delays caused by the reasons set forth in Section 21.b above, ARCHITECT shall not exceed the schedule referenced in Section 21.a above, and shall be liable for all damages resulting from any such non-excusable delay.

22. HAZARDOUS MATERIALS

Unless otherwise specified, the services provided under this Agreement do not include the discovery, identification, removal, handling, or disturbance of any hazardous substances or materials at the project site. If such substances or materials are knowingly encountered by ARCHITECT, construction work shall cease in that area and DISTRICT shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to DISTRICT.

ARCHITECT shall certify pursuant to 40 CFR Section 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 DISTRICT with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). This certification shall be part of the final Project submittal.

23. SCHOOL SITE CONDITIONS

District has determined that fingerprinting is not applicable to this Agreement, however, ARCHITECT expressly acknowledges that the following conditions shall apply to any work performed by ARCHITECT and/or ARCHITECT's employees on a school site: (1) ARCHITECT and ARCHITECT's employees shall check in with the school office each day immediately upon arriving at the school site; (2) ARCHITECT and ARCHITECT's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, ARCHITECT and ARCHITECT's employees shall not change locations without contacting the school office; (4) ARCHITECT and ARCHITECT's employees shall not use student restroom facilities; and (5) if ARCHITECT and/or ARCHITECT's employees find themselves alone with a student, ARCHITECT and ARCHITECT's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

24. MISCELLANEOUS

The following terms and conditions shall applied to this Agreement:

a. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with, and governed by the laws of the State of California. Venue shall be in the Superior Court of the State of California in the County of Alameda.

b. **ENTIRE AGREEMENT:** This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreement shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

c. **SEVERABILITY:** Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

d. **NON-WAIVER:** None of the provisions of the Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Either party's failure to enforce any provision of this Agreement or the waiver of any provision in a particular instance shall not be construed as a general waiver of any part of such provision.

e. **DISCRIMINATION PROHIBITED:** It is the policy of DISTRICT that in connection with all work or services performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. ARCHITECT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, et seq. In addition, ARCHITECT agrees to require like compliance by any consultants or subcontractors employed on the Project.

f. **DISABLED VETERANS and DISADVANTAGED BUSINESS PARTICIPATION GOALS:** In accordance with Education Code section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to DISTRICT by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the DISTRICT. Prior to, and as a condition precedent for final payment under any contract for such Project, ARCHITECT shall provide appropriate documentation to DISTRICT identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that DISTRICT can assess its success at meeting this goal.

This contract is subject to Federal regulations that set goals for DBE participation in all contracts. It is the ARCHITECT'S responsibility to be fully informed regarding the requirements of current State and Federal programs for DVBE and DBE program participation. It is also the ARCHITECT'S responsibility to comply with all of those requirements when performing and completing this contract. Neither the District nor the City of Emeryville has established program participation rates for DVBE or DBE other than those required for participating in State or Federal funding programs.

g. **RETENTION OF DVBE and DBE RECORDS:** ARCHITECT agrees that, for all contracts subject to DVBE and/or DBE participation goals, the State, the Federal Government, and the DISTRICT have the right to review, obtain and copy all records pertaining

to performance of the contract in accordance with DVBE and DBE requirements. ARCHITECT agrees to provide the State, the Federal Government, or DISTRICT with any relevant information requested and shall permit the State, the Federal Government, or DISTRICT access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. ARCHITECT agrees to maintain such records for a period of three years after final payment under the contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 20 __

ARCHITECT

DISTRICT

By: _____

By: _____

Basic Services

The architectural fee arrangement for Basic Services shall be a lump sum amount mutually agreed to.

The Fee Schedule is as follows:

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic design phase	15	15
Design development phase	15	30
Construction documents phase	30	60
DSA approval	2.5	62.5
Bid phase	2.5	65
Construction phase	30	95
Closeout + Post-construction phase	5	100

DRAFT February 20, 2012

Project Description:

The Emeryville Center of Community Life (ECCL) is the community's vision of a unique and special community center; a place where schools, community services, arts and recreation programs are integrated to serve the entire Emeryville community. The Emeryville Center of Community Life has evolved with guidance from the Education and Youth Services Advisory Committee and input from the Emeryville community. In 2003 a program plan was developed through community meetings and workshops with stakeholders that identified facility elements for recreational, educational, and cultural components of the Emeryville Center of Community Life. Starting from that base of information, a team of architects was hired in 2008 to develop a conceptual master plan for the new facility. Subsequently a conceptual the Conceptual Design represented in Exhibits C, Program List, D Conceptual Design was developed.

The project now being contracted will build on the community's initial vision and will continue to honor a thorough community process involving as many stakeholders as possible to carry the Conceptual Design forward into reality. The Conceptual Design was formed in a manner consistent with a number of goals. One primary goal is to produce within Emeryville a more connected and engaged network of community members and personal inter-relationships. The Center will serve as both a hub and a portal to that network. It will house activities that engage community members in ways that build and strengthen their bonds. It will facilitate the connections that allow people to encounter and know one another. Other goals are to embed life-long learning into the daily activities of everyone in Emeryville, to provide access to fellow citizens and to information, and to share the deep values that are crucial in determining how that information will be put to use and how those citizens can be in productive relationship with one another. Yet another goal is to create new open public spaces (particularly outdoor spaces) where there is room to share time and experiences, and build the network of social interactions that is, fundamentally, the essence of community. Especially for people living at the hectic pace of an urban core environment, time is one of the scarcest of resources. So, the Center of Community Life seeks to place a high value on time spent sharing and experiencing a wide variety of social, educational, and cultural activities within the facilities, thus providing opportunities to develop social interconnections through the every-day use of those places. In addition, the goal of fostering an eminently sustainable and "green" set of community spaces also seeks expression in the Center which would become part of a city that is more walkable, more cohesive, smart in its growth, sustainable in all its endeavors, and the pride of its citizens. And finally, it is important in the Emeryville community for the Center to epitomize the cultural richness born from the collaborative diversity of the multi-cultural, multi-ethnic, and multi-generational citizens of Emeryville.

Project Design:

The City of Emeryville and the Emery Unified School District are interested in, and committed to, creativity in their approach to accomplishing the goals of this project. We are also committed to a proactive and engaged community process in undertaking the work that we do. A particular focus within this overall concern is the topic of youth engagement in these efforts. The process of envisioning the Emeryville Center of Community Life, building community consensus and support for it, advocating publicly for the policies that move toward accomplishing it, investigating the options for implementing its plans, and designing both the program for and physical appearance of that Center are all greatly instructive and rich as learning tools for interested community members of all ages. Therefore, the process has been to date, and will continue to be, as open to and inviting of input as possible. Likewise, the ultimate construction, or dismantling and reconstruction, of new and existing facilities are potentially enriching educational experiences. These circumstantial opportunities can and will be used to great advantage by both school and community services programs. Designing and building the new Center must be of benefit to the community now and in on-going ways throughout the multi-year process of its development. We are interested in enhancing the recreational, cultural, learning, and nurturing opportunities available in our programs and facilities. All environmental design will be focused on producing warm, welcoming, and inviting places for students, teachers, staff, parents, and all community members to gather and share experiences. The Consultant's will assist us in this goal.



We are strongly devoted to goals of equitable recreational and educational outcomes for all of our families, students and community members, and realize that there is much diversity in our community. This is a fact to be celebrated and used as a source of richness in program and facility design. We are committed to a “green and sustainable” design, processes, and materials choices. In addition, a sustainable design is one that is frugal, flexible, and adaptable over time. We expect the Consultant to think about the long-term operations and use of the facility. As a result of the process you facilitate and the architectural design products you produce, we expect Emeryville to be a healthier, more equitable and sustainable city.

Project Location:

The project location has been identified as the existing Emery Secondary School site. The property is an approximately 7.5 acre parcel that is bounded by 47th and 53rd Streets on the south and north, by San Pablo Avenue on the east, and by the Emery Bay Village on the west. The site currently houses grades 7-12 for the Emery Unified School District, but will be vacated so that construction of the new Center of Community Life can occur.

Project Construction Packages:

The project has the following packages:

Phase One

1. Main project (DSA increment) (Package 1.1):
 - a. all work except as noted by the other packages
2. Early 2012 demolition (DSA project) (Package 1.2):
 - a. Removal of all existing buildings and structures on the site except the gymnasium shell to be seismically renovated and the swimming pool. The site will be fenced and inaccessible and unused until final occupancy of the main project. The Gym and pool will not be usable for the duration of construction.
3. FEMA grant gymnasium structural (DSA increment) (Package 1.3):
 - a. Seismic structural work required for the FEMA grant. This will also be an early construction package.
4. Early Site Work and balance of Demolition (DSA increment) (Package 1.4):
 - a. Grading, site utilities and any remaining demolition not done in Package 1.2).
5. K-3 phase (DSA Increment) (Package 1.5):
 - a. Base project to include cold shell and core of the K-3 spaces as identified in exhibit C. Base bid will also limit site work to the area approximately identified in Exhibit C.
 - b. This Package is an Add Alternate. The precise scope will be refined to respond to the funds available for the Main Project which is dependent on availability of bond funds. The alternate will complete the K-3 spaces and complete the revise the site improvements to complete the Phase One project.

Phase Two

6. Theater, Second Gymnasium and Growth, (Package 2.1):
 - a. Schematic Design of Phase Two. Design to be completed when funding is available. Schedule for completion of the design is not known. See Exhibit C for list of spaces to be included.

Delivery Method:

The District and the City have chosen to pursue a lease/leaseback approach as the construction delivery method for the Center of Community Life project. It is the intent of the District and the City to request pre-construction phase services from the lease/leaseback partner. The architect will work as a team member along with the lease/leaseback builder, the District, and the City to pursue the design and construction of the Center. Turner Construction is the Districts Lease/Leaseback Contractor.

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	Program Component	Ref. Category	Phase 1 Classrooms	Phase	Sort Key	Space Name	Phase One Building Areas	Phase One Site Areas	Phase One Construction Cost Estimate	cost per foot	Phase Two Building Areas	Phase Two Site Areas	Phase Two Construction Cost Estimate	Site Area Calculation Adjustments
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1 List of Program Spaces (see below for totals)

2	eccl admin	A		1.1	1	ECCL Lobby	1,000		\$ 370,000	\$ 370	-			
3	eccl admin	A		1.1	1	EUSD Offices	1,580		\$ 584,600	\$ 370	-			
4	eccl admin	A		1.1	1	EUSD Conference	300		\$ 111,000	\$ 370	-			
5	eccl admin	C		1.1	1	Community Services Offices	1,760		\$ 651,200	\$ 370	-			
6	eccl admin	C		1.1	1	Community Services Conference	300		\$ 111,000	\$ 370	-			
7	eccl admin	A		1.1	1	Emery Ed Foundation	260		\$ 96,200	\$ 370	-			
8	eccl admin	A		1.1	1	Administration Break Room	260		\$ 96,200	\$ 370	-			
9	eccl admin	A		1.1	1	Copy and Resource Room	340		\$ 125,800	\$ 370	-			
10	eccl admin	A		1.1	1	EUSD-Centralized Records Storage	250		\$ 92,500	\$ 370	-			
11	eccl admin	C		1.1	1	Community. Services - Centralized Records Storage	250		\$ 92,500	\$ 370	-			
12	eccl admin	A		1.1	1	EUSD - Large Item Storage	500		\$ 185,000	\$ 370	-			
13	eccl admin	A		1.1	1	Community Services - Large Item Storage	500		\$ 185,000	\$ 370	-			
14	assembly and arts	C		1.1	2	Community Services Multi-Purpose	3,900		\$ 1,950,000	\$ 500	-			
15	community	C		1.1	2	Pre-K Classrooms	1,350		\$ 499,500	\$ 370	-			
16	community	C		1.1	2	Café/Lounge	1,000		\$ 370,000	\$ 370	-			
17	community	C		1.1	2	Health Clinic / Dental Clinic	500		\$ 185,000	\$ 370	-			
18	community	C		1.1	2	Community (Family) Resource Center "Wellness Center"	2,000		\$ 740,000	\$ 370	-			
19	community	C		1.1	2	Integrated Interaction Space	400		\$ 148,000	\$ 370	-			
20	community	C		1.1	2	Game Room	800		\$ 296,000	\$ 370	-			
21	community	C		1.1	2	Senior Lounge	400		\$ 148,000	\$ 370	-			
22	community	C		1.1	2	"Activity Center" - Teen Center	200		\$ 74,000	\$ 370	-			
23	library	D		1.1	3	Library	3,000		\$ 1,110,000	\$ 370	-			
24	library	CD		1.1	3	Public library	1,200		\$ 444,000	\$ 370	-			
25	library	CD		1.1	3	Public Library Office Area	200		\$ 74,000	\$ 370	-			
26	library	D		1.1	3	Public Safety / School Safety Programs	200		\$ 74,000	\$ 370	-			
27	assembly and arts	B		2.1	4	Teaching Theater	-		\$ -	\$ 650	8,000		\$ 5,200,000	
28	assembly and arts	B		1.1	4	EUSD Multi-Purpose	3,000		\$ 1,410,000	\$ 470	-			
29	assembly and arts	B		1.1	4	EUSD Multi-Purpose/Assembly	3,000		\$ 1,410,000	\$ 470	-			
30	assembly and arts	B		1.1	4	Central Kitchen	1,500		\$ 750,000	\$ 500	-			
31	pe and recreation	CE		1.1	5	Community Gym	10,500		\$ 2,362,500	\$ 225	-			
32	pe and recreation	CE		1.3	5	Seismic retrofit of Gym			\$ 800,000	LS	-			
33	pe and recreation	CE		1.1	5	Dance Studio	1,600		\$ 592,000	\$ 370	-			
34	pe and recreation	CE		1.1	5	Cardio/Fitness Room	2,000		\$ 740,000	\$ 370	-			
35	pe and recreation	CE		1.1	5	Coaches locker room, office area, toilet, shower	600		\$ 222,000	\$ 370	-			
36	pe and recreation	E		1.1	5	Student toilet, lockers, showers	2,000		\$ 740,000	\$ 370	-			
37	pe and recreation	E		1.1	5	Student toilet, lockers, showers - One New	2,000		\$ 740,000	\$ 370	-			
38	pe and recreation	C		1.1	5	Community toilets, lockers, showers	1,580		\$ 584,600	\$ 370	-			
39	pe and recreation	CE		1.1	5	Family Changing Rooms (2)	500		\$ 185,000	\$ 370	-			
40	pe and recreation	CE		1.1	5	Sport Equipment Storage	500		\$ 185,000	\$ 370	-			
41	pe and recreation	E		1.1	5	Sport Equipment Storage	500		\$ 185,000	\$ 370	-			
42	pe and recreation	E		2.1	5	EUSD gym	-		\$ -	\$ 500	8,500		\$ 4,250,000	

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	Program Component	Ref. Category	Phase 1 Classrooms	Phase	Sort Key	Space Name	Phase One Building Areas	Phase One Site Areas	Phase One Construction Cost Estimate	cost per foot	Phase Two Building Areas	Phase Two Site Areas	Phase Two Construction Cost Estimate	Site Area Calculation Adjustments
43	pool	F		1.1	5	Swimming Pool, Allowance (design build)	-		\$ 200,000	LS	-			
44	pool	F		1.1	5	Pool Deck (included with "balance of site)	-		\$ 20,000	LS	-			
45	pool	F		1.1	5	Pool Equipment Room/Space (design build)	-		included		-			
46	pool	u		U	5	Kids wade-in pool,(add with grant funds)	-		not included		-			
47	school support	O		1.1	7	Special Ed Offices	1,000		\$ 370,000	\$ 370	-			
48	school support	O		1.1	7	Teacher Workroom	1,000		\$ 370,000	\$ 370	-			
49	school support	O		1.1	7	Teacher Resource	1,000		\$ 370,000	\$ 370	-			
50	school support	O		1.1	7	Parent Resource	1,000		\$ 370,000	\$ 370	-			
51	school support	O		2.1	7	Special Ed Offices	-		\$ -	\$ 425	220		\$ 93,500	
52	school support	O		2.1	7	Teacher Workroom	-		\$ -	\$ 425	200		\$ 85,000	
53	school support	O		2.1	7	Teacher Resource	-		\$ -	\$ 425	600		\$ 255,000	
54	school support	O		2.1	7	Parent Resource	-		\$ -	\$ 425	400		\$ 170,000	
51	school support	O		1.1	7	Career/College Center	-		not included		-			
52	school support	O		1.1	7	IT center	300		\$ 111,000	\$ 370	-			
53	school support	O		1.1	7	Bulk Storage	300		\$ 111,000	\$ 370	-			
54	assembly and arts	B	1	1.1	8	Music Studio	2,500		\$ 925,000	\$ 370	-			
55	assembly and arts	u		2.1	8	Sound Mixing Studio w Music Studio	-		not included		-			
56	assembly and arts	u		2.1	8	Practice Rooms w Music Studio	-		not included		-			
57	assembly and arts	B	1	1.1	8	Art Studio with Dark Room and Storage Space	1,200		\$ 444,000	\$ 370	-			
58	assembly and arts	B		2.1	8	Art Studio w/ Storage	-		\$ -	\$ 425	1,400		\$ 595,000	
59	school support	O		1.1	9	Upper School Reception and Offices	1,000		\$ 370,000	\$ 370	-			
60	9-12	9-12	1	1.1	9	HS English/Social Studies 1	900		\$ 333,000	\$ 370	-			
61	9-12	9-12	1	1.1	9	HS English/Social Studies 2	900		\$ 333,000	\$ 370	-			
62	9-12	9-12	1	1.1	9	HS English/Social Studies 3	900		\$ 333,000	\$ 370	-			
63	9-12	9-12	1	1.1	9	HS Math/Science 1	900		\$ 333,000	\$ 370	-			
64	9-12	9-12	1	1.1	9	HS Math/Science 2	900		\$ 333,000	\$ 370	-			
65	6-12 science	6-12	1	1.1	9	Language Lab	900		\$ 333,000	\$ 370	-			
66	6-12 science	6-12	1	1.1	10	Computer/Tech lab	1,200		\$ 444,000	\$ 370	-			
67	6-12 science	6-12		2.1	10	Physics Lab	-		\$ -	\$ 530	1,200		\$ 636,000	
68	6-12 science	6-12	1	1.1	10	Biology Lab	1,200		\$ 636,000	\$ 530	-			
69	6-12 science	6-12	1	1.1	10	Chemistry Lab	1,200		\$ 636,000	\$ 530	-			
70	6-12 science	6-12		1.1	10	Prep Area (s)	200		\$ 74,000	\$ 370	-			
71	6-8	6-8	1	1.1	11	Math/Science	900		\$ 333,000	\$ 370	-			
72	6-8	6-8	1	1.1	11	Math/Science	900		\$ 333,000	\$ 370	-			
73	6-8	6-8	1	1.1	11	Math/Science	900		\$ 333,000	\$ 370	-			
74	6-8	6-8		U	11	Math/Science	-		not included		-			
75	6-8	6-8	1	1.1	11	English/Social Studies	900		\$ 333,000	\$ 370	-			
76	6-8	6-8	1	1.1	11	English/Social Studies	900		\$ 333,000	\$ 370	-			
77	6-8	6-8		2.1	11	English/Social Studies	-		\$ -	\$ 425	960		\$ 408,000	
78	6-8	6-8		U	11	English/Social Studies	-		not included		-			
79	school support	O		1.1	11	Lower School Reception and offices	1,000		\$ 370,000	\$ 370	-			
80	4-5	4-5	1	1.1	12	4 - 5 loop 4th grade 1	900		\$ 333,000	\$ 370	-			
81	4-5	4-5	1	1.1	12	4 - 5 loop 4th grade 2	900		\$ 333,000	\$ 370	-			

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	Program Component	Ref. Category	Phase 1 Classrooms	Phase	Sort Key	Space Name	Phase One Building Areas	Phase One Site Areas	Phase One Construction Cost Estimate	cost per foot	Phase Two Building Areas	Phase Two Site Areas	Phase Two Construction Cost Estimate	Site Area Calculation Adjustments
82	4-5	4-5		2.1	12	4 - 5 loop 4th grade 3	-		not included		-			
83	4-5	4-5	1	1.1	12	4 - 5 loop 5th grade 1	900		\$ 333,000	\$ 370	-			
84	4-5	4-5	1	1.1	12	4 - 5 loop 5th grade 2	900		\$ 333,000	\$ 370	-			
85	4-5	4-5	1	1.1	12	Science Center	1,200		\$ 636,000	\$ 530	-			
86	2-3	K-3	1	1.1	13	2 - 3 loop 2nd grade 1	900		\$ 162,000	\$ 180	-			
87	2-3	K-3	1	1.1	4-5	2 - 3 loop 2nd grade 2	900		\$ 162,000	\$ 180	-			
88	2-3	K-3	1	1.1	4-5	2 - 3 loop 2nd grade 3	900		\$ 162,000	\$ 180	-			
89	2-3	K-3		2.1	4-5	2 - 3 loop 2nd grade 4	-		not included		-			
90	2-3	K-3	1	1.1	4-5	2 - 3 loop 3rd grade 1	900		\$ 162,000	\$ 180	-			
91	2-3	K-3	1	1.1	4-5	2 - 3 loop 3rd grade 2	900		\$ 162,000	\$ 180	-			
92	2-3	K-3	1	1.1	4-5	2 - 3 loop 3rd grade 3	900		\$ 162,000	\$ 180	-			
93	2-3	K-3		2.1	2-3	2 - 3 loop 3rd grade 4	-		not included		-			
94	1	K-3	1	1.1	2-3	1st grade 1	900		\$ 162,000	\$ 180	-			
95	1	K-3	1	1.1	2-3	1st grade 2	900		\$ 162,000	\$ 180	-			
96	1	K-3	1	1.1	2-3	1st grade 3	900		\$ 162,000	\$ 180	-			
97	1	K-3		2.1	2-3	1st grade 4	-		not included		-			
98	K	K-3	1	1.1	2-3	Kindergarten 1	1,150		\$ 207,000	\$ 180	-			
99	K	K-3	1	1.1	2-3	Kindergarten 2	1,150		\$ 207,000	\$ 180	-			
100	K	K-3	1	1.1	2-3	Kindergarten 3	1,150		\$ 207,000	\$ 180	-			
101	K	K-3		2.1	1	Kindergarten 4	-		not included		-			
102	K	K-3		1.5		K-3 add alternate TI	-		\$ 2,194,500	\$ 190	-			
103	site	G		1.1		Covered Walk to Gym	-	2,500	\$ 50,000	\$ 20	-			
104	site/deck	G		1.1	16	Terrace and decks	-	9,800	\$ 882,000	\$ 90	-			
105	site	G		1.1	16	Par Course (add with grant funds)	-		not included		-			
106	site	G		1.1	16	Habitat exhibits / displays	-		not included		-			
107	site area	G		1.1	16	Total Site Area (All "Ref. Category G" Areas)	-		reference		-			347,000
108	site area	G		1.1	16	Building Footprint,	-		reference		-			(69,000)
109	site area	G		1.2		Early demo and site work, summer 2012			\$ 2,200,000	LS	-			
110	site area	G		1.1		Area differed with K-3 TI, minimal			not included		-			
111	site area	G		2.1		Site work for Phase Two				\$ 27	-	12,000	\$ 318,000	
112	building	P		1.1	16	Receiving / Delivery / Loading		1,640	\$ 73,800	\$ 45	-			(1,640)
113	building	Z		1.1	16	Trash and Recycling	-		included		-			
114	vehicle	P		1.1	16	San Pablo Street	-		\$ 216,772		-			
115	vehicle	P		1.1	16	53rd Street drop off and turn around	-		\$ 316,911		-			
116		G		1.1		West Property Line			\$ 106,631					
117		G		1.1		K - 8 Entry			\$ 194,568					
118		G		1.1		9-12 Entry			\$ 236,313					
119		G		1.1		Gym Entry			\$ 126,679					
120		G		1.1		K - 1 Play Area			\$ 506,536					
121		G		1.1		2-12 Play Areas and K - 8 Landscaping			\$ 732,407					
122		G		1.1		Hard Court Phase 1			\$ 238,612					
123		G		1.1		Sports and Fields			\$ 1,760,853					

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124		G		1.1		Community Commons and MU Area			\$ 1,218,394					
125	vehicle	P		1.1	16	Service Vehicle Parking	-		included		-			
126		G		2.1		53rd Temescal Creek and Site Area							\$ 302,500	
127	vehicle	P		1.1	16	On Site Parking , 70 spaces open	-	24,500	\$ 267,788	\$ 11	-			(24,500)
128	vehicle	P		2.1		On Site Parking, 70 spaces, covered	-			\$ 100	24,500		\$ 2,450,000	
		G		1.1		Civil, grading, site sewer, water, drainage etc			\$ 2,776,000					
129	vehicle	P		1.1	16	Bicycle Parking and Storage	-		included		-			
130	assembly and arts	Z		1.1	99	Toilet Room/Custodial	-		included		-			
131	4-5	Z		1.1	99	Student Health room/toilet	-		included		-			
132	9-12	Z		1.1	99	Toilet rooms/custodial	-		included		-			
133	school support	Z		1.1	99	Toilets/Custodial	-		included		-			
134	circulation	Z		1.1	99	Interior circulation, 6-12	-		included		-			
135	circulation	Z		1.1	z	Interior circulation, K-5	-		included		-			
136	building	Z		1.1	z	Electrical closets	-		included		-			
137	building	Z		1.1	z	Telecom closets	-		included		-			
138	building	Z		1.1	z	Mechanical equipment	-		included		-			
139	building	Z		1.1	z	Elevators	-		included		-			
140	building	Z		1.1	z	Stairs	-		included		-			
141	vehicle	Z		1.1	z	Maintenance Shop	-		included		-			
142	security systems	U		1.1		Door Hardware and Cameras	-		\$ 250,000	LS	-			
143	building	U		1.1		building area adjustment	1,000		\$ 320,000	\$ 320	-			
144	budget adjustment	U		1.1		to reconcile with budget			\$ 359,235					
145	Total net areas		33				93,080	38,440	\$ 48,278,600		45,980		\$ 14,763,000	251,860
146	25% grossing factor						23,270		\$ 7,446,400		11,495		\$ 3,678,400	
147	total						116,350		\$ 55,725,000		57,475		\$ 18,441,400	
148							116,100							
149							115,100		\$ 55,725,000					
150	over (under) budget								\$ (0)					
151														

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	Program Component	Ref. Category	Phase 1 Classrooms	Phase	Sort Key	Space Name	Phase One Building Areas	Phase One Site Areas	Phase One Construction Cost Estimate	cost per foot	Phase Two Building Areas	Phase Two Site Areas	Phase Two Construction Cost Estimate	Site Area Calculation Adjustments
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210

23,270 \$ -

211 **Budgets**

212	Construction Budget							\$ 55,725,000					\$ 19,000,000	
213														
214	100% construction budget without art						116,350	\$ 55,725,000			45,980		\$ 19,000,000	
215	FFE							\$ 2,600,000					\$ -	
216	0% art: program by Owner							\$ -					\$ -	
217	Total Construction and FFE Budget						116,350	\$ 58,325,000			45,980		\$ 19,000,000	
218														
219														
220														

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Item	Conceptual Opinion of Cost
1.1 Demolition	\$ 2,200,000
1.2 Site Work	\$ 9,704,265
2.1 SUBSTRUCTURE	\$ 682,951
3.0 STRUCTURE	\$ 7,177,492
4.1 ENCLOSURE	\$ 10,175,734
4.2 ENCLOSURE, HORIZONTAL	\$ 711,408
4.3 SUPPORT ITEMS	\$ 360,127
5.1 INTERNALS, VERTICAL	\$ 809,862
5.2 INTERNALS, HORIZONTAL	\$ 2,066,081
5.3 FINISHES, SPECIAL	\$ 958,647
5.4 INTERIORS	\$ 1,942,207
6.0 SPECIALTIES	\$ 1,066,856
7.0 EQUIPMENT	\$ 1,022,097
8.0 SPECIAL CONSTRUCTION	\$ 2,776,510
9.0 CONVEYING	\$ 1,001,364
10.1 PLUMBING	\$ 1,347,518
10.15 FIRE PROTECTION SYSTEMS	\$ 742,234
10.2 HVAC	\$ 4,734,063
11.0 ELECTRICAL	\$ 4,226,843
11.2 SPECIAL ELECTRICAL	\$ 2,018,741
Total	\$ 55,725,000
FFE	\$ 2,600,000
Total	\$ 58,325,000

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Emeryville Center of Community Life

ECCL Exhibit D Conceptual Design
120303

Final Conceptual Design



nexus partners

Community Design
Workshop 7
March 3, 2012

Nexus Partners' Current Work: Feb. – Mar. 2012

- Completion of Conceptual Design
 - Received Final Conceptual Design input from EUSD Board & Facilities Committee
 - Received Approval from City Schools Committee on 3/1/12
 - Ongoing Community Engagement: CDW7
 - Board approval for Concept Design March 13th
 -
- Phasing Approach
 - Phase 1: meets \$80m target budget (with \$10m flex)
 - Phase 2: adds additional area for population growth



Where We Have Been

Community Design
Workshop 7
March 3, 2012

Community Design Workshop #4, November 2011

Community Design Workshop 4

What are the areas that need further development?

Drop off on 53rd - not enough room - dangerous corner

Overall parking is an issue - street parking during games
- even now is an issue - bringing all the programs together

Teacher involvement needs to increase - needs to be facilitated.

The plaza at 47th and San Pablo - needs further development.

Turn around on 53 needs further thought.

Faux creek needs to be on outside of fence.

K-6 play area needs to be closer to the library.

Being enough bicycle parking - we need sufficient bike parking.

More discussion between ECCL and Emery Bay Village - noise, games, etc..

Need to talk to city planning about the bicycle path - (it's in the general plan).

Work on sound barriers between Emery Bay Village.

Parking - parking - parking.

Relationship between play area, library, and dining room is critical
- one supervisor needs to be able to overlook these areas.

At what point will the environmental study be done? When do we
eliminate the things the community is concerned related to the study.

Make the railing on the second or third floor higher than 42 inches



Where We Have Been

Community Design
Workshop 7
March 3, 2012

2011 Synthesized Option in Response to Input from Staff & Community

Community Design Workshop 4

What are the things that are going in the right direction?

Community Commons - don't change this.

North / South axis - the tweaking and changing of the building layout

Treatment of the San Pablo with open green space and the setbacks - more welcoming.

STEM should be STEAM (art).

I like the flexibility and the flow.

Everything is being aligned with the vision and the goals.

The idea of dividing the play areas - the students have separate areas.

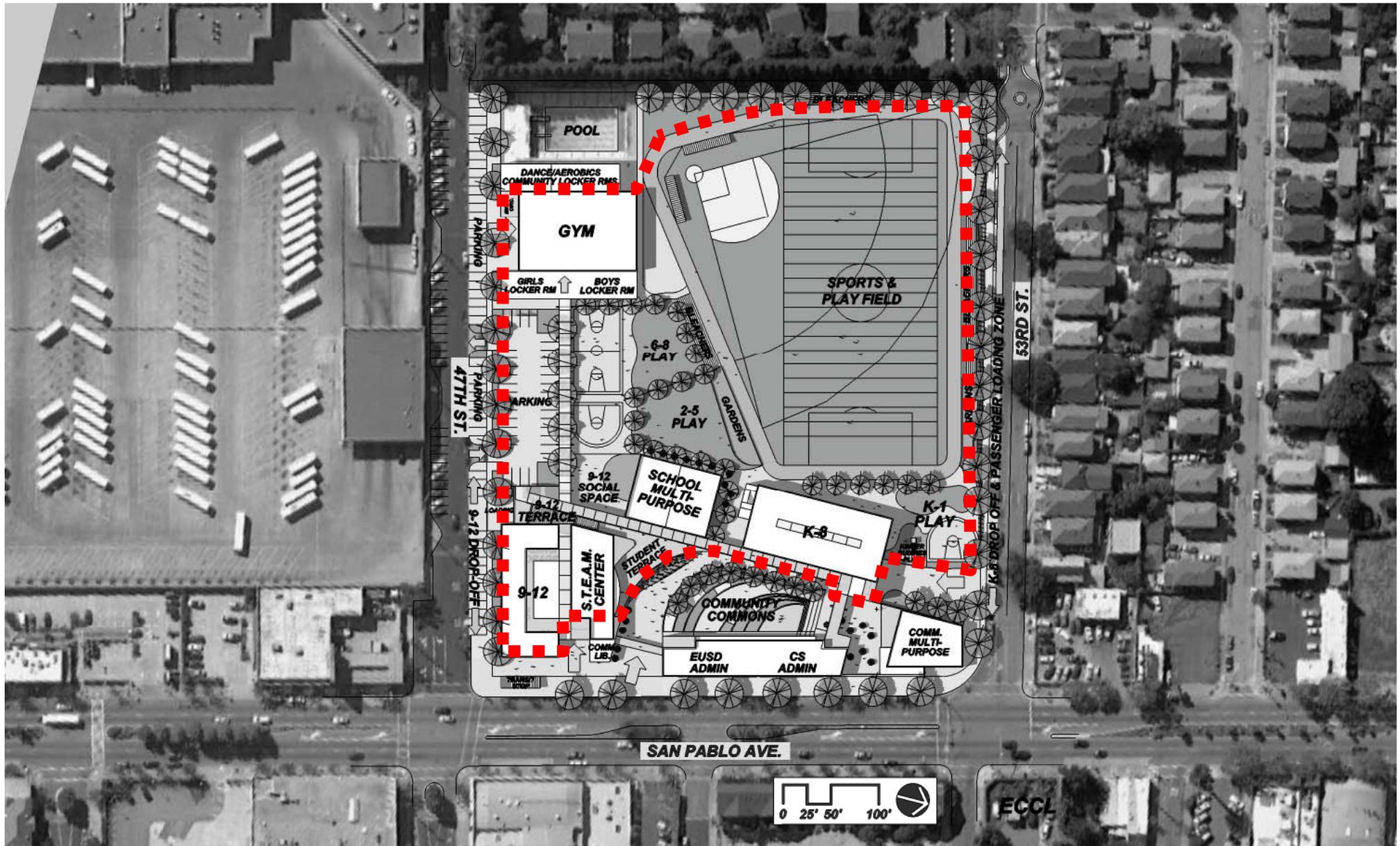


Where We Have Been

Community Design
Workshop 7
March 3, 2012

2011 Synthesized Option in Response to Input from Staff & Community





Community / School Boundary Diagram

During School Hours

Community Design
Workshop 7
March 3, 2012





Bicycle
Parking



Concept Design – Phase 1

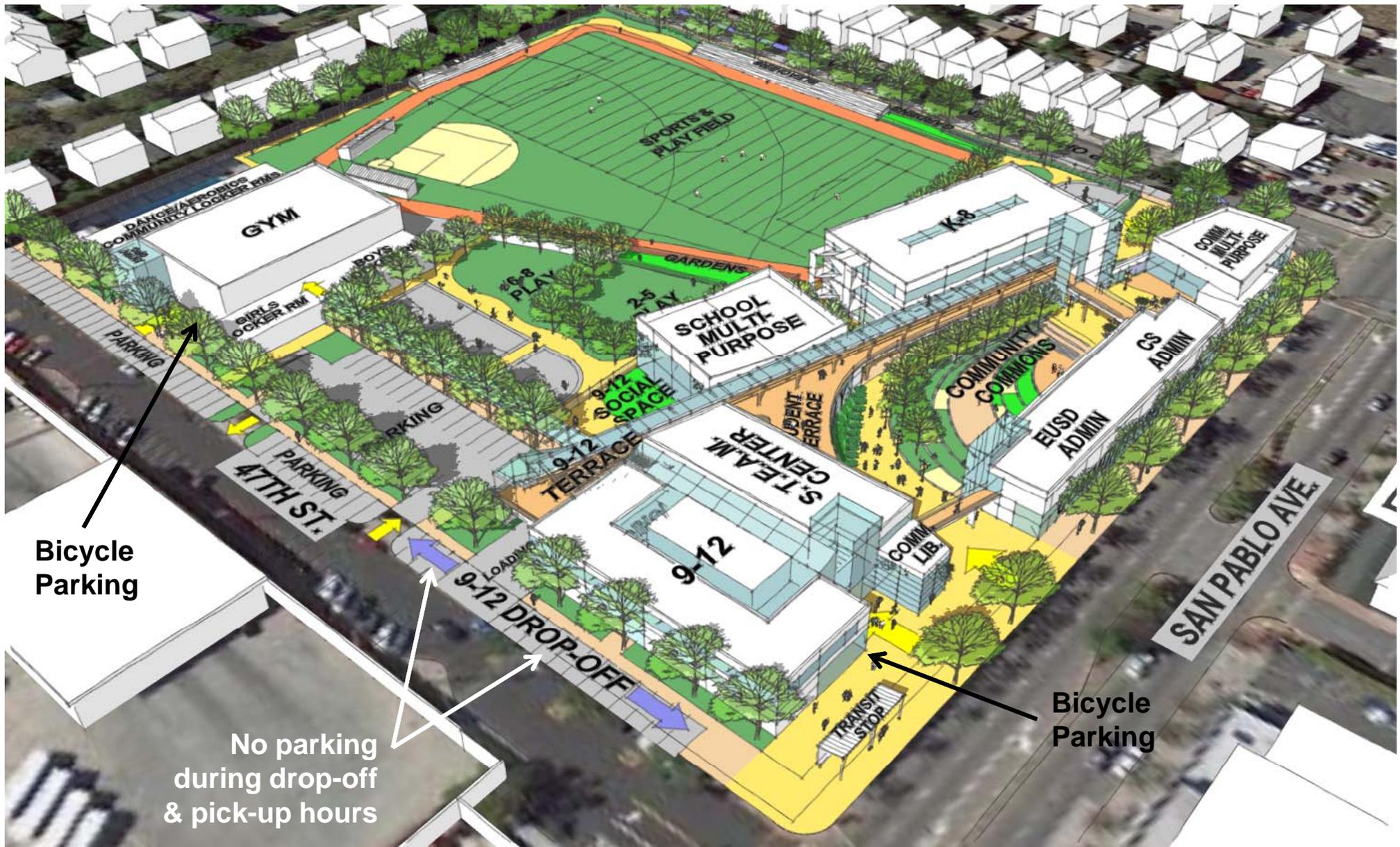
Community Design
Workshop 7
March 3, 2012







Bicycle
Parking



Bicycle Parking

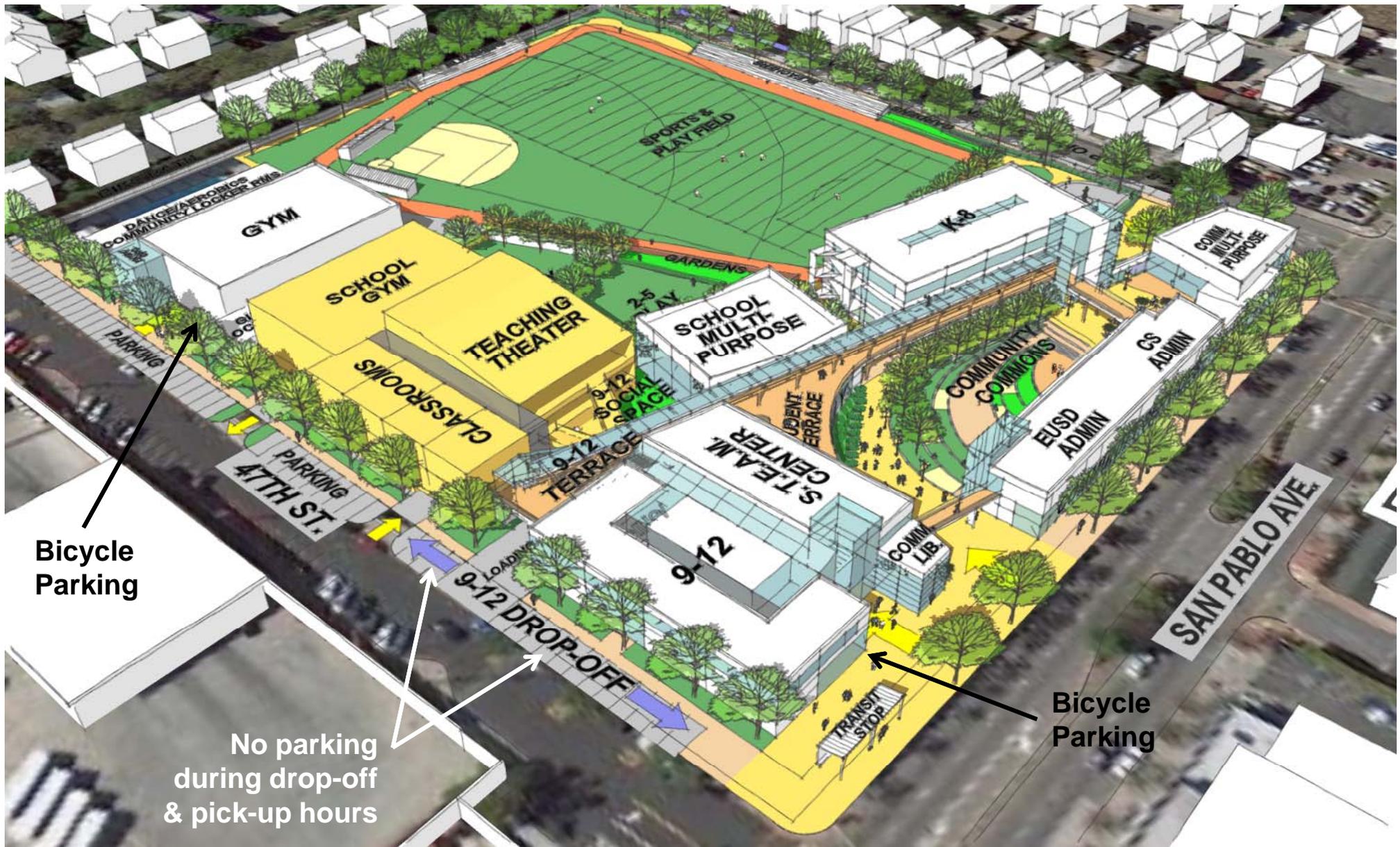
No parking during drop-off & pick-up hours

Bicycle Parking



Concept Design – Phase 1

Community Design Workshop 7
 March 3, 2012



Bicycle Parking

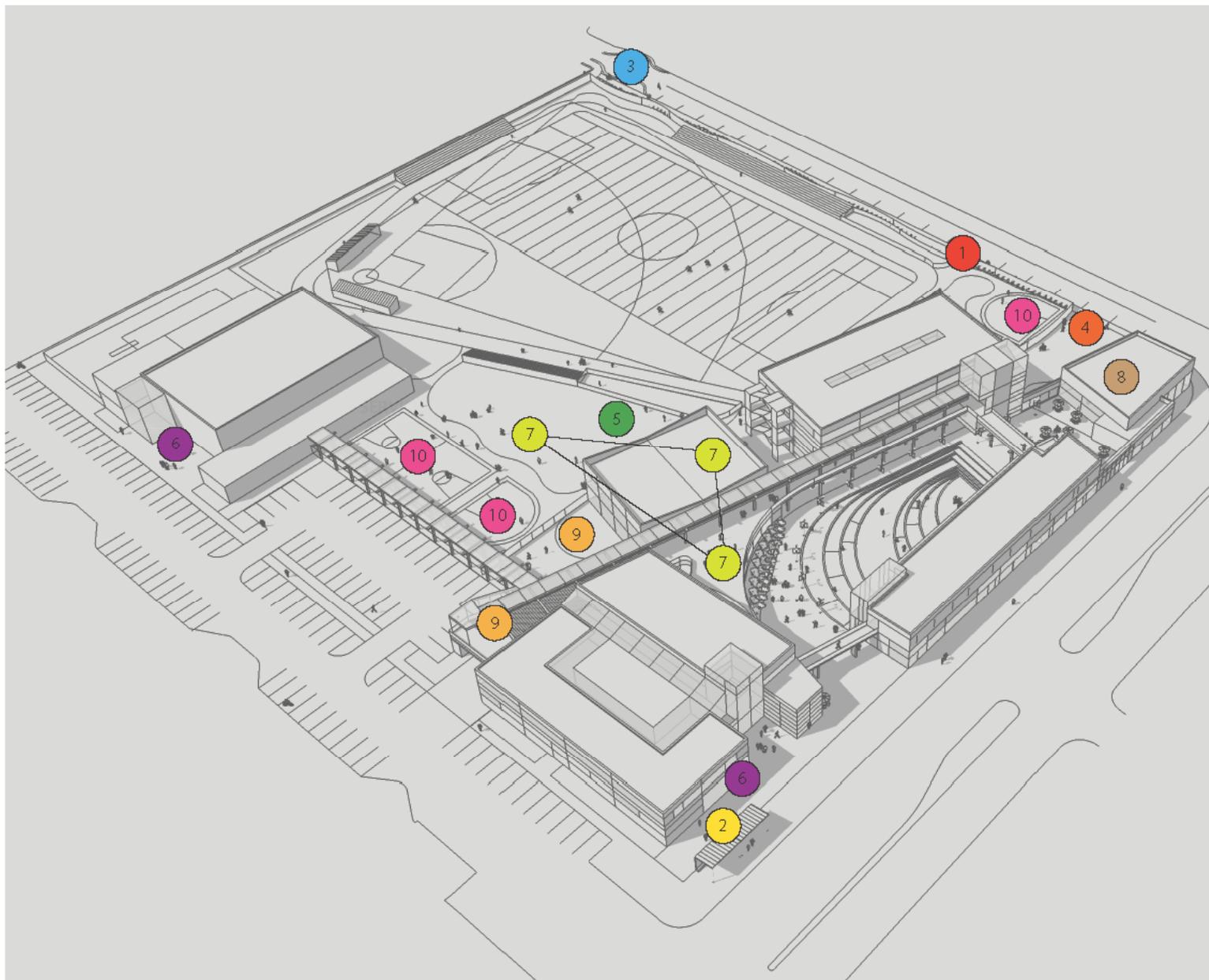
No parking during drop-off & pick-up hours

Bicycle Parking



Concept Design – Phase 2

Community Design Workshop 7
 March 3, 2012

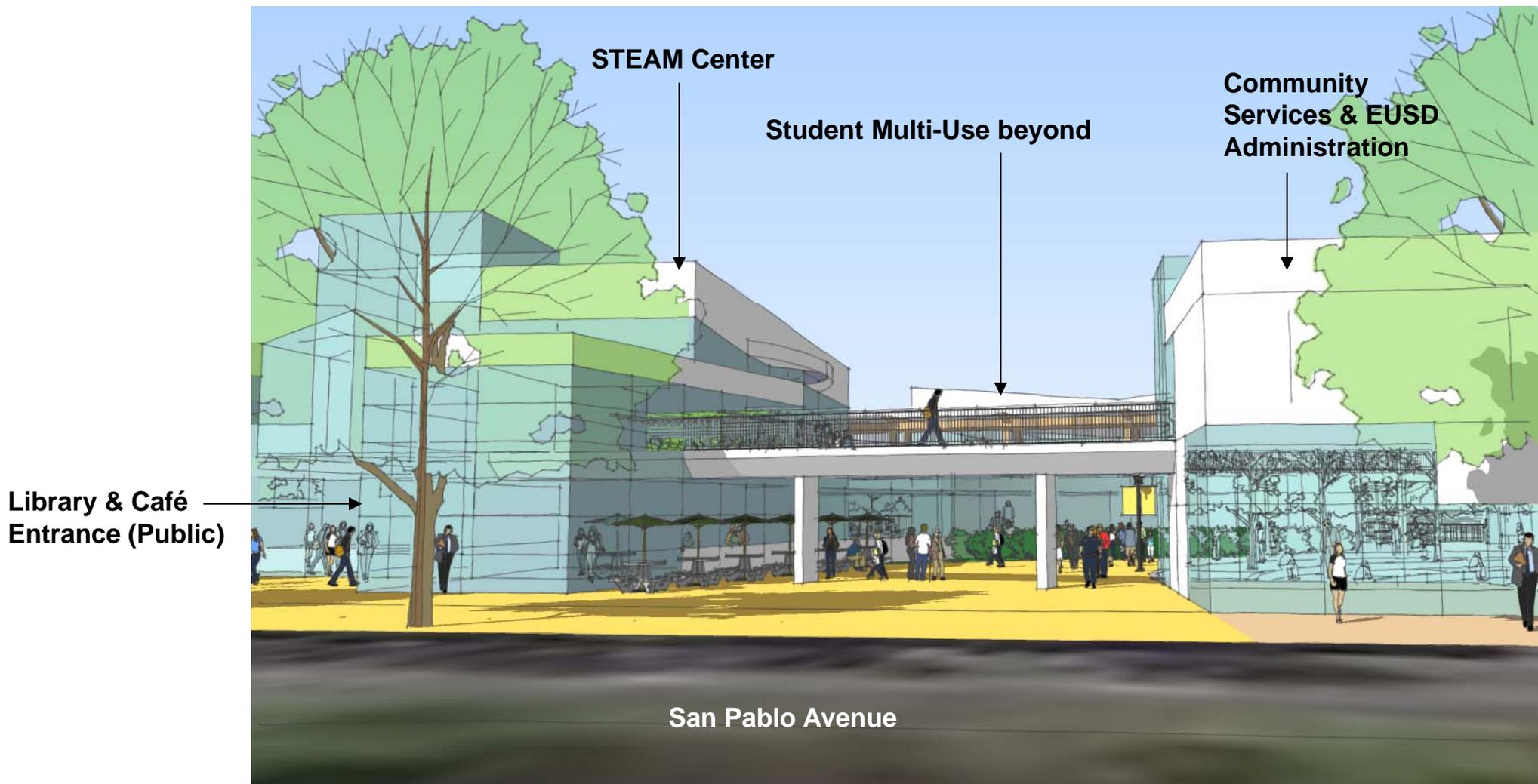


- 1 Faux creek needs to be on outside of fence
- 2 Plaza at 47th & San Pablo needs more development
- 3 Turnaround on 53rd needs further thought
- 4 Create more room for drop-off on 53rd
- 5 K-6 play area needs to be closer to library
- 6 Provide spaces for sufficient bike parking
- 7 Relationship between play area, library, and dining room is critical
- 8 Eliminate open corner at 53rd & San Pablo
- 9 Provide outdoor space where High School students can hang out
- 10 Provide hard court play areas



Design Responses to Community Input

Community Design Workshop 7
March 3, 2012



Key Portal Ideas:

- **Frames entry to Community / School Library**
- **Provides for security control point with visibility of both street and commons**

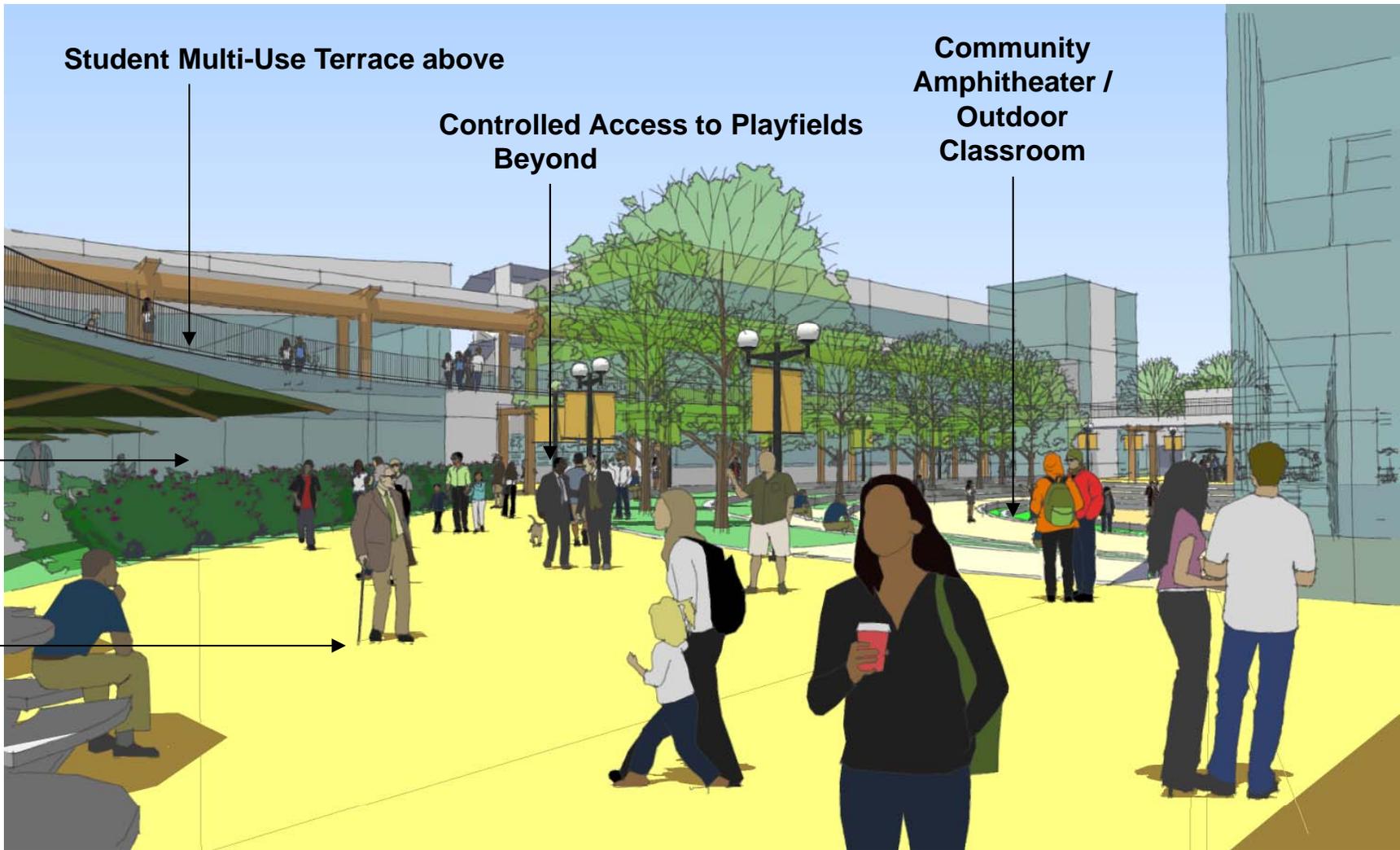
Student Multi-Use Terrace above

Controlled Access to Playfields Beyond

Community Amphitheater / Outdoor Classroom

Library

Library Plaza & Café with outdoor seating



Key Library & Commons Ideas:

- Library convenient to both public and students
- Library adjacent to Café and outdoor seating
- Commons serves multiple users and supports multiple events

K-8
Classrooms

School
Multi-Use

Student
Terrace

Library

Community
Amphitheater

Community Multi-Use
Building Beyond



Key Community Commons Ideas

- Commons supports a wide variety of users, uses and events
- Community Amphitheater expands program opportunities
- Controlled, safe & comfortably scaled space
- Students separated from public on upper level during school day

Community
Services &
EUSD Admin

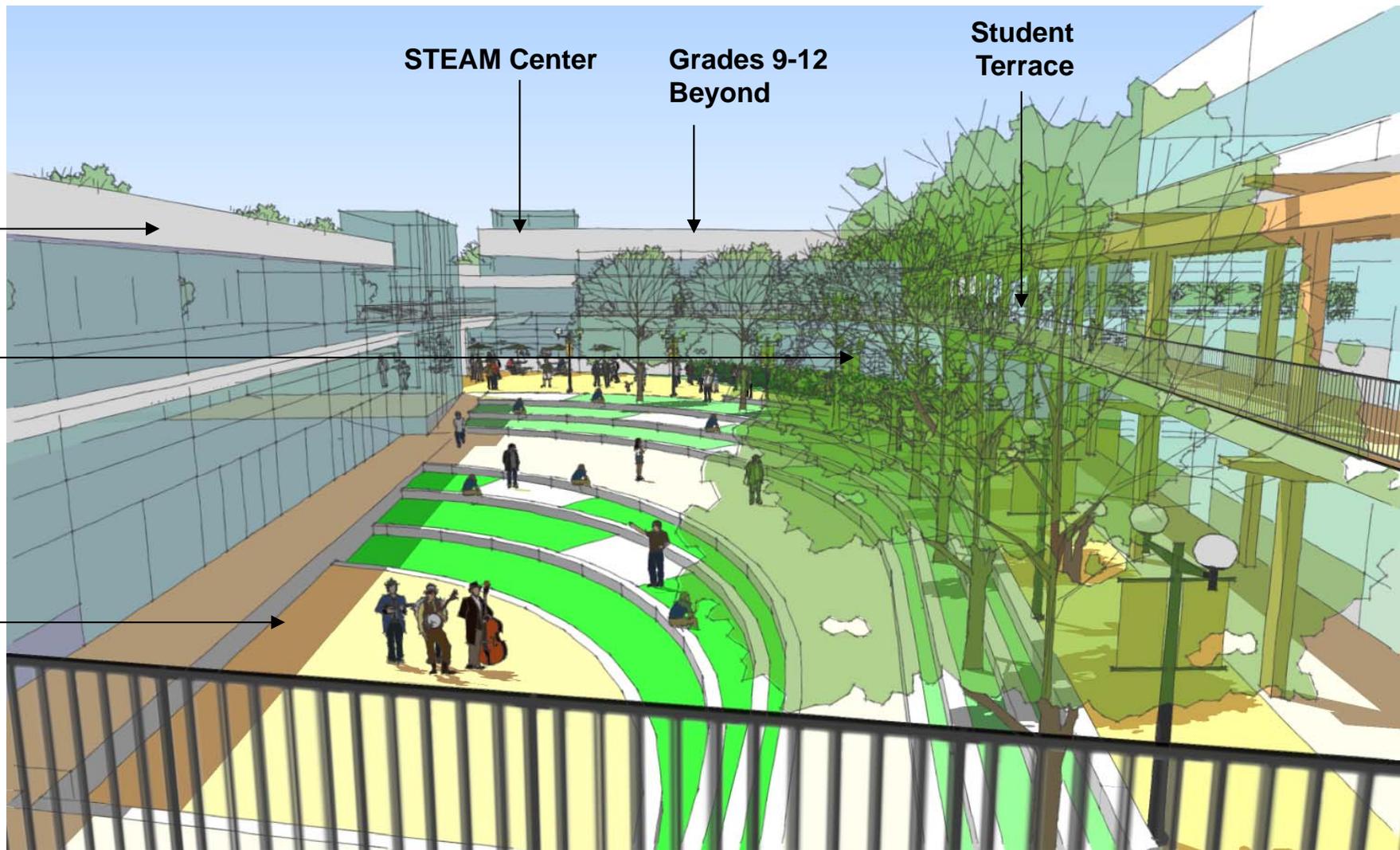
Library

Community
Amphitheater /
Outdoor
Classroom

STEAM Center

Grades 9-12
Beyond

Student
Terrace



Key Terrace Ideas:

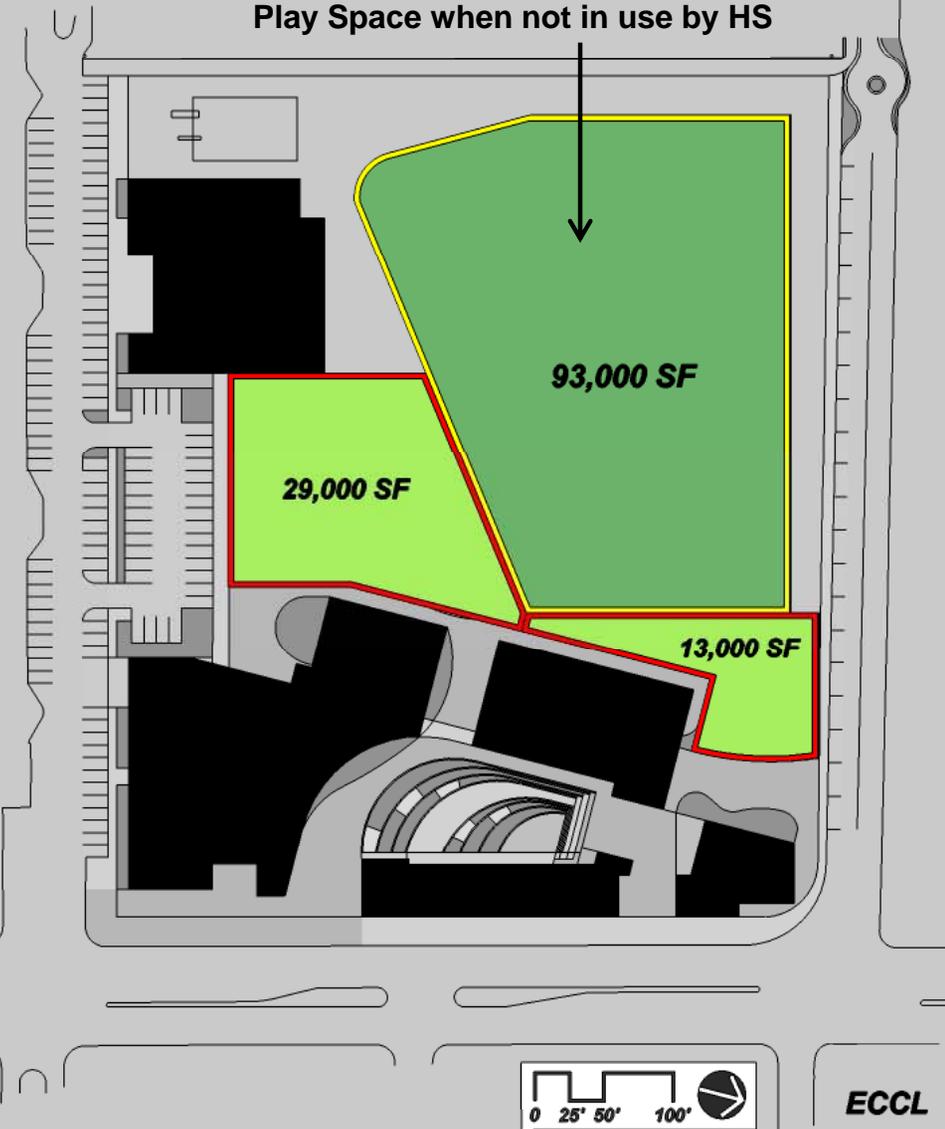
- Students separated from public on upper level during school day
- Community accessible during non-school hours
- Expands community & student space for events and activities
- Provides clear circulation route between programs and spaces

Athletic Fields Provide Additional K-8 Play Space when not in use by HS

K-8 Dedicated Play

Areas:

ECCL 42,000 SF
AYES 32,300 SF

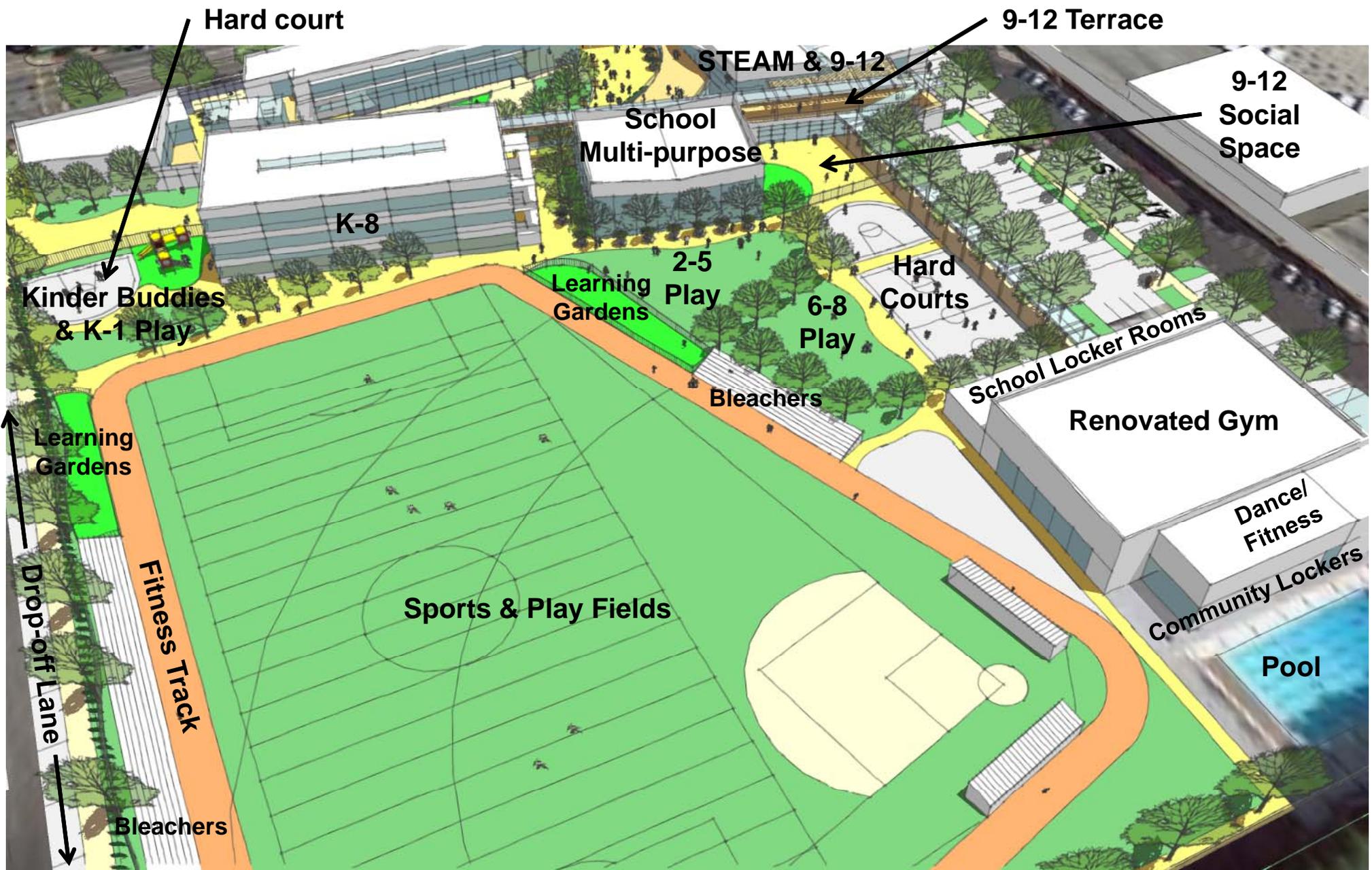


**ANNA YATES
ELEMENTARY**



Active Play Areas: Comparison w/ AYES

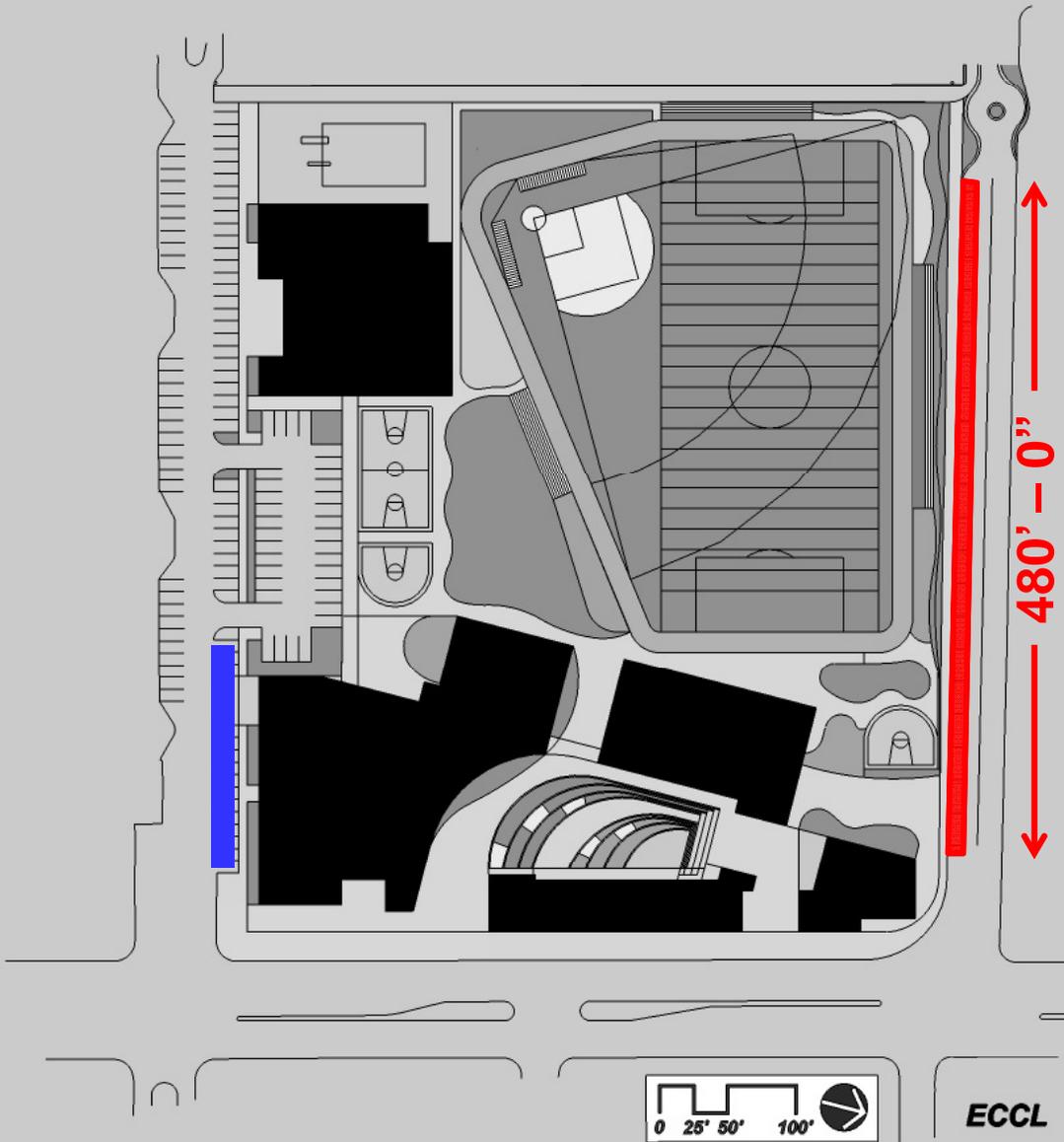
Community Design
Workshop 7
March 3, 2012



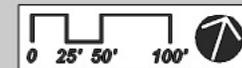
School Play & Social Spaces

Community Design
Workshop 7
March 3, 2012

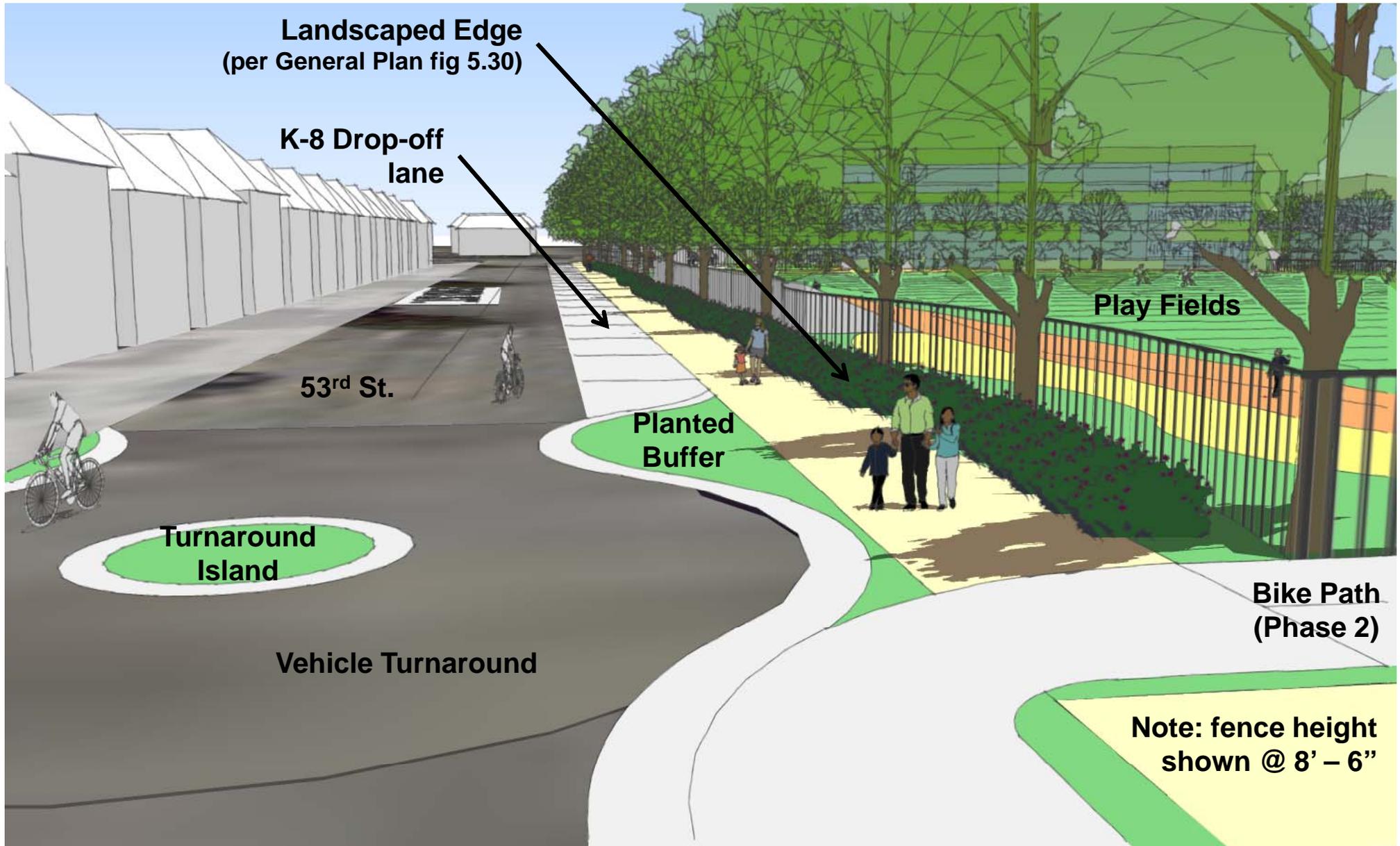
ECCL Increased Drop Off Length:
220' of additional curb length for K-8
drop-off at ECCL



← 260' - 0" →



**ANNA YATES
ELEMENTARY**



Landsaped Edge
(per General Plan fig 5.30)

K-8 Drop-off lane

53rd St.

Turnaround Island

Vehicle Turnaround

Planted Buffer

Play Fields

**Bike Path
(Phase 2)**

**Note: fence height
shown @ 8' - 6"**



K-8 Drop-off and Turnaround on 53rd St.

Community Design
Workshop 7
March 3, 2012

53rd Street Drop-Off / Pick-Up Zone Assessment

- “...the proposed new campus (ECCL) would provide increased drop-off / pick-up area over the existing Anna Yates Elementary school campus.
- “...the resulting drop-off/pick-up area on 53rd Street is expected to operate with similar, or less, levels of congestion as the existing campus.” (AYES)

Source: Fehr & Peers

*Emeryville Center of Community Life Drop-Off Assessment
February 27, 2012*

Summary

The current conceptual design work:

- Respects and incorporates authentic community and staff engagement and input to date
- Moves forward the goal of a highly utilized, shared use facility that provides the District with a flexible build strategy
- Achieves the ECCL vision within the available funding stream
- The ECCL Conceptual Design: Increases the **Quality** of our education, increases **Safety** for our students, and reduces facility **Operating Expenses** per student

Nexus Partners will document and track:

- **Improvements** over existing conditions
- **Challenges** that have yet to be addressed or met

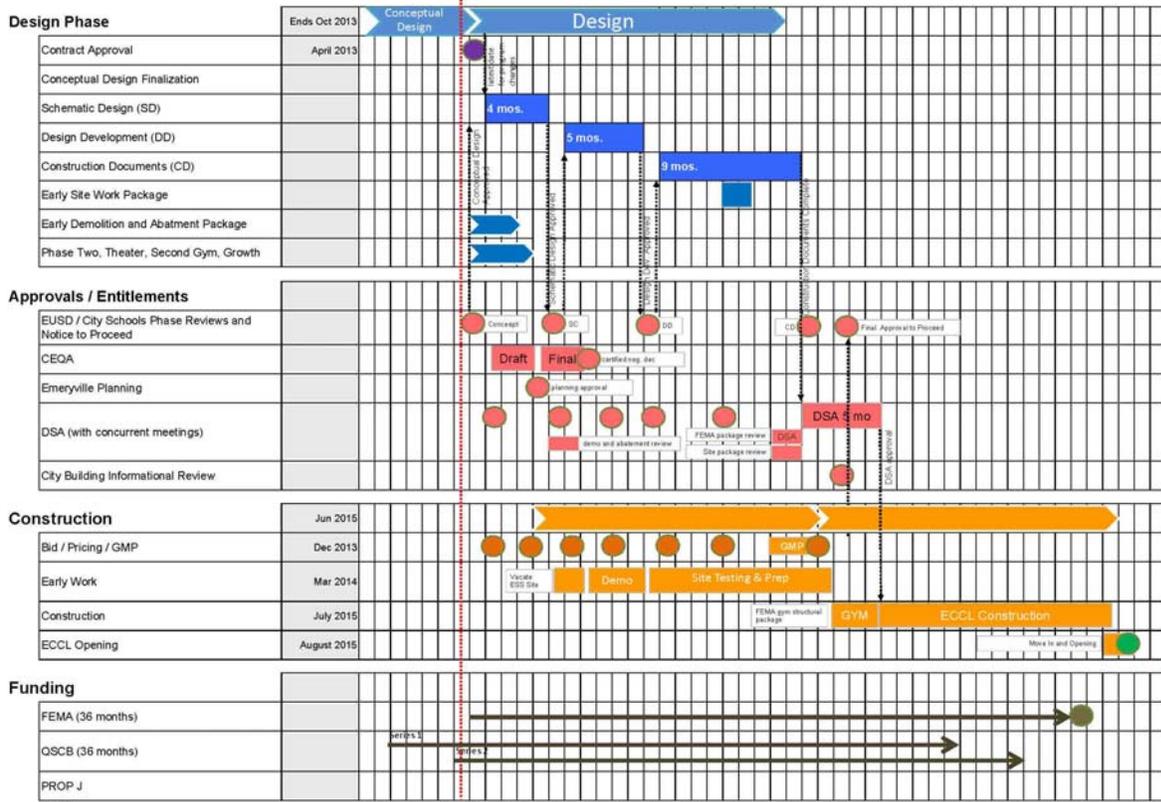
DRAFT March 21, 2012

The following milestone dates are established for the project:

1. District Authorization for Schematic Design to begin: April 16, 2012
 2. Submittal of Schematic Design to District: August 6, 2012
 3. District Authorization for Design Development to begin: September 4, 2012
 4. Submittal of Design Development to District: January 21, 2013
 5. District Authorization for Construction Documents to begin: February 19, 2013
 6. Submittal of Construction Documents to District and DSA: November 25, 2013
 7. District Authorization for Construction of the Main Project*: March 20, 2014
 8. District provided with Notice of Completion**: July 9, 2015
- * Start of construction subject to DSA approval schedule
 - ** Construction period subject to Turner construction approval.

nexus partners
dsk/MKThink/Concordia

ECCL Timeline (DRAFT)	2011	2012	2013	2014	2015										
August 2015 Move-in	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct



F:\dsk temporary\eccl temp\current\basic agreement\exh E 120321 schedule.doc





DRAFT March 23, 2012

Contracting Party		District (Owner)	dsk	MkThink	Concordia	Civil, BKF	Landscape, MFA	Structural, MBC	Mechanical, Electrical, Data, Security (low voltage); Integral	Audio Visual; AFP	Acoustical; Salter	Water Proofing . TBD	Davis Associates	Specifications, TBD	Food Service, Marshall	Library; Page + Moris	Cost Estimating; Saylor Associates
Contract Insurance Required per Exhibit A. Section 11			*	*	*	*	*	*	*								
Exhibits		ref date															
A	Owner/Architect Agreement / Prime		X														
B	Project Description	120220	X														
C	Program list of spaces and Cost	120323	X														
D	Conceptual Design	120303	X														
E	Schedule	120321	X														
F	Exhibits, Design Team	120323	X														
G1	Tasks and Responsibilities	120316	X														
G2	Meeting Schedule	120321	X														
G3	Deliverables	120316	X														
H1	Compensation	120321															
H2	Standard Hourly Rates	120321	X														
I	Architect/Sub Consultant Standard Agreements		not included														
J	Architect/Sub Consultant Design Build Agreements		not included														
K	Document Formats	120316	not included														
L1	Nexus	120316	X														
L2	Subconsultant scope/relationships		not included														
M	Engagement	120321	X														
N	Task Scope	120321	X														
N1	not used		not included														
N2	DSA Review	120321															

Design Team	Primary Contact
dsk	Mark Seiberlich
MkThink	Steve Kelley
Concordia	Stephen Bingler
Civil, BKF	Robert Stephens
Landscape, MFA	Marta Fry
Structural, MBC	Alan Burr
Mechanical, Electrical, Data, Security (low voltage); Integral	Tyler Bradshaw
Audio Visual; AFP	Mike McMackin
Acoustical; Salter	Tom Schindler
Water Proofing . TBD	TBD
Davis Associates	Darolyn Davis
Specifications, TBD	TBD
Food Service, Marshall	Steve Marshall
Library; Page + Moris	Kathy Page
Cost Estimating; Saylor Associates	Jeff Saylor

DRAFT March 16, 2012

responsibilities

contract reference	scope of services		District's Responsibilities	responsibilities					
				Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team	
A			Project Administration Services						
A	1	1.01	Administration						
A		1.02	Provide overall facilitation, coordination, organization and direction of Nexus Design Team. Establish internal processes and organization for design team, reviews, approvals and decision making.	X	X				
A		1.03	Provide contracts, invoicing and carry prime contract risk for project.	X	X				
A		1.04	Ensure documents responds to the clients criteria.	X	X				
A		1.05	Monitor completeness of Project information.	X	X				
A		1.06	Coordinate integration of all models and other digital information.	X	X				
A		1.07	Integrate all models and digital information	x	X				
A		1.08	Coordinate all presentation and submission requirements.	X	X				
A		1.09	Prepare all presentation and submission requirements. See Exhibit G3 Deliverables	X	X	X			
			Issues tracking log	X	X	X			
A	2	2.01	Budget and Cost						
A		2.02	Project Budget	X					X
A		2.02	Prepare cost estimates (see below requirements by phase)	X	X				
A		2.03	Monitor and coordinate all critical cost milestones	X	X				
A		2.04	Life cycle cost estimates						X
A		2.05	Cost Analysis during construction for alternate designs (see below for review of change orders)				X	X	

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
A	3	3.01	Project Team Selection						
A		3.02	See Exhibit F Design Team	X	X	X			
A		3.03	District's additional consultants						
A		3.04	Coordination of tasks and responsibilities	X					X
A		3.05	Coordination of implementation into project at the direction of District		X	X			
A	4	4.01	Project Communications						
			Community engagement plan				X		
			Youth engagement plan				X		
A		4.02	Develop Community Relations & Public Information Plan	X					X
A		4.03	Implement Plan	X					X
A		4.04	Presentations & community meetings see Exhibit G2	X	X	X	X		
A		4.05	Establish & maintain web page						
A		4.06	Revise web page						X
A		4.07	Update web page weekly through SD, Monthly through DD and quarterly through CD				X		
A		4.08	Project Administration meetings						
A		4.09	See Exhibit G2; Meetings		X	X			
A	5	5.01	Agency consultations and approvals						
A		5.02	Regulatory Agency consultation/review/approval. Owner to resolve any agency conflicts resulting from community and school joint use.			X			
A		5.03	Enhanced DSA approval process	X			X	X	
A		5.04	Local Fire Marshal		X	X			
A		5.05	State Office of Reg. Services (DSA, SFM)		X	X			
A		5.06	Other Agencies						
A		5.07	city public works for street and utility connections		X	X			

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
A		5.08	city planning department for use permit and design review		X		X		
A		5.09	city building department, cursory review		X		X		
A		5.10	city building department permit review				X		X
A		5.11	county health department for new construction		X	X			
A		5.12	county flood control		X		X		
A		5.13	county dept of social services for new construction		X	X			
A		5.14	Prepare applications & supporting documents						
A		5.15	OPSC funding applications,		X			X	
A		5.16	Bond issue funding information	X					X
A		5.17	DSA applications		X	X			
A		5.18	Certifications						
A		5.19	Undocumented opinion on LEED level status		X				
A		5.20	Documentation of LEED level status without certification					X	
A		5.21	Documentation of LEED with certification					X	
A	6	6.01	Contractor Coordination						
A		6.02	Review Documents						
A		6.03	Provide monthly digital review documents		X	X			
A		6.04	Design Build coordination						
A		6.05	Coordination of design consultant efforts		X	X			
A		6.06	Documentation and clash detection of coordinating documents		X	X			
A		6.07	Coordination of Contractor and Subcontractor						X
A		6.08	Special inspection						X
B			Programming, Planning & Evaluation Services						
B	1	1.01	Special investigations						
B		1.02	Geotechnical and soils engineering	X					X
B		1.02	Hazardous materials reports & studies	X					X

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
B	2	2.01	Investigation of readily observable existing conditions						
B		2.02	Visual review of existing Gym to be renovated		X	X			
B		2.02	Survey, provided under previous contract	X					X
B		2.03	Civil Engineering						
B		2.03	On-site utility design (locations, condition, capacity, etc)		X	X			
B		2.04	Off-site utility connections (locations, condition, capacity, etc; directly related to Project)		X	X			
B	3	3.01	Accessibility compliance						
B		3.02	Compliance with ADA		X	X			
B		3.02	Compliance with CCR		X	X			
B	4	4.01	Program						
B		4.02	Educational specifications/program, design criteria & standards						
B		4.02	Educational specification	X			X		
			Ed spec/relationships spec/ auditing by design team					X	
B		4.03	Conceptual Design (prepared by nexus design team under a previous contract)	X					
B		4.03	Program list of spaces (prepared by nexus design team under a previous contract)	X					
B		4.04	Food service plan/program		X		X		
B		4.04	Furniture and Equipment program	X				X	
B	5	5.01	Assistance with environmental, Negative Declaration & EIR studies						
B		5.02	Ecological studies and mitigation measures	X					
B		5.02	Traffic, noise, off-site parking, etc.	X					
B		5.03	Hearings and community meetings see Exhibit G2 Meetings	X	X		X		
B		5.03	Provide documentation to support mitigation measures		X		X		
B	6	6.01	Construction Phasing Plan						X

contract reference		scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
B	6.02	Project is phased per the project description Exhibit B and the schedule Exhibit E				X		
C		Schematic Design Phase						
C 1	1.01	Review of Program List, Conceptual Design and Budget	X	X				
C 2	2.01	Field verification of existing conditions	X	X				
C 3	3.01	Code documentation & interpretations (see exhibit G3	X	X				
C 4	4.01	Drawings (see exhibit G3 Deliverables)	X	X				
C 5	5.01	Project Manual (see exhibit G3 Deliverables)		X				
C 6	6.01	Construction cost estimates						
C	6.02	Estimate of probable construction cost	X		X			
C	6.03	Reconcile estimate with General Contractor	X		X			
C 7	7.01	Presentation digital models and/or renderings					X	
C 8	8.01	In-house code compliance and constructability	X	X				
D		Design Development Phase						
D 1	1.01	Code documentation & interpretations	X	X				
D 2	2.01	Drawings (see exhibit G3 Deliverables)	X	X				
D 3	3.01	Project Manual (see exhibit G3 Deliverables)		X				
D 4	4.01	Construction cost estimates						
D	4.02	Estimate of probable construction cost	X		X			
D	4.03	Reconcile estimate with General Contractor	X		X			
D 5	5.01	Presentation models and/or renderings					X	
D	5.02	In-house code compliance and constructability	X	X				
E		Construction Documents Phase						
E 1	1.01	Code documentation & interpretations	X	X				
E 2	2.01	Preparation of building construction plans	X	X				
E 3	3.01	Drawings (see exhibit G3 Deliverables)	X	X				
E 4	4.01	Project Manual (see exhibit G3 Deliverables)	X	X				
E 5	5.01	Prepare color boards (see exhibit G3 Deliverables)	X	X				
E 6	6.01	Furniture, furnishings and equipment (see exhibit G3	X		X			
E 7	7.01	Multiple Contract Delivery						

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
E			Contract packages per phases identified in Project Description Exhibit B				X		
E			Subcontract and additional contract packages						X
E	8	8.01	Construction cost estimates						
E		8.02	Estimate of probable construction cost		X		X		
E		8.03	Reconcile estimate with General Contractor		X		X		
E	9	9.01	Value engineering or life-cycle cost analyses						X
E	10	10.01	Prepare bidding and procurement forms	X					X
E	11	11.01	Prepare Conditions of the Contract (Divisions 0 & 1)	X					X
E	12	12.01	Presentation models and/or renderings					X	
E	13	13.01	In-house constructability reviews		X	X			
F			Other Design Services						
F	1	0.01	Hazardous materials identification / mitigation	X					
F	2	2.01	FF&E design (furnishings & movable equipment)		X		X		
F		2.02	existing FFE inventory	X					X
F		2.03	furnishing program	X					X
F		2.04	furnishing specification		X		X		
F		2.05	furnishing quantity and location		X		X		
F		2.06	procurement and installation	X					X
F		2.07	accept/reject furniture	X	X		X		
F		2.08							
F	3	3.01	Graphic & Signage Design						
F		3.02	room signage		X	X			
F		3.03	directional signage		X	X			
F		3.04	monument sign		X	X			
F		3.05	art and graphic work	X			X	X	X
F		3.06	Fire/life safety graphics & signage		X				
F		3.07	Other graphics & signage						X
F	4	4.01	Mock-Up services, Digital (workstations, classroom						

contract reference		scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
F	4.02	prepare and develop digital mock of eight spaces thru DD phase					X	
F		animations						
G		Bidding Phase Services						
G	1	1.01 Preparation of Turner Construction Lease/lease back	X					X
G	2	2.01 Advertisement to potential bidders	X					X
G	3	3.01 Pre-qualification of bidders	X					X
G	4	4.01 Pre-bid conferences	X	X	X			
G	5	5.01 Distribution of bidding documents						
G	5.02	Bidding documents made available to a local printer for purchase		X	X			
G	6	6.01 Distribution of special bidding / negotiation addenda						
G	6.02	Bidding documents made available to a local printer for purchase		X	X			
G	7	7.01 Response to bidders' questions and provide clarifications		X	X			
G	8	8.01 Report / analysis of bidding results	X					X
G	9	9.01 Bid dispute resolution	X					X
G	10	10.01 Contract award processing	X					X
H		Contract Administration Services						
H	1	1.01 Plan & manage move-in & out activities including	X					X
H	2	2.01 Site visits / observations						
H	2.02	Scheduled weekly meetings (see Exhibit G2 Meetings)		X	X			
H	2.03	Additional meetings						X
H	3	3.01 Review Contractors' safety programs						X
H	4	4.01 Coordination of the design of other construction						
H	4.02	Removal of non-conforming portables	X					X

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
H		4.03	Documentation of demolition and/or removal of structures		X	X			
H		4.04	Documentation of Moving of utilities underground		X	X			
H	5	5.01	Provide CA services for Utility connection design						
H		5.02	water		X	X			
H		5.03	sewer		X	X			
H		5.04	storm drain		X	X			
H		5.05	data/communication		X	X			
H		5.06	security		X	X			
H		5.07	elevator security		X	X			
H	6	6.01	Multiple contract administration				X		
H	7	7.01	Submittals & substitutions						
H		7.02	Review and respond to Contractors' proposed submittal schedules		X	X			
H		7.03	Receive, process, distribute submittals, shop drawings		X	X			
H		7.04	Review submittals and shop drawings		X	X			
H	8	8.01	Requests for Information / Clarifications						
H		8.02	Receive, process & distribute requests.		X	X			
H		8.03	Evaluate and respond to Client and General Contractor requests.		X	X			
H	9	9.01	Change orders						
H		9.02	Receive, process & distribute Change Orders						
H		9.03	Changes stemming from A/E documents		X	X			
H		9.04	Owner and contractor initiated changes					X	
H		9.05	Review, analyze and/or negotiate prices with						X
			Within general scope of approved contract	X	X	X			
			For changes in project scope	X				X	
H	10	10.01	Testing and inspection administration						

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
H		10.02	Issue DSA check list and confirm tests with IOR tests are complete	X	X	X			
H	11	11.01	Maintain official construction logs						
H		11.02	Change order log		X	X			
H		11.03	Request for Information (RFI) log		X	X			
H		11.04	Submittal log		X	X			
H	12	12.01	Contract cost accounting						
H		12.02	Maintain records of payments	X					X
H		12.03	Coordinate & assemble contractors' payment						X
			Review payment applications		X	X			
H		12.04	Approve & process contractors' payment	X	X	X			
H	13	13.01	Interpretations and decisions						
H		13.02	Relating to construction documents/specifications		X	X			
H		13.03	Relating to General Conditions	X	X	X			
I			Project closeout						
I	1	1.01	Preliminary and final punch lists		X	X			
I	2	2.01	Determination of payment withholdings						
I		2.02	review withholding amounts with District and issue recommendation	X	X	X			
I	3	3.01	Issuance of Certificates of Substantial Completion		X	X			
I	4	4.01	Securing and receipt of sureties	X					X
I	5	5.01	Receipt & review of warranties & manuals						
I		5.02	review warranty submittal for conformance with construction documents		X	X			
I	6	6.01	Receipt & review of waivers of liens	X	X	X			
I	7	7.01	Issuance of final Certificates of Payment	X	X	X			
I	8	8.01	Project closeout with DSA		X	X			
I	9	9.01	Construction tours (students & community)	X	X			X	
I	10	10.01	Furniture and Equipment, FFE						

contract reference			scope of services	District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided Design Team
I		10.02	Purchase and Install FFE	X					X
I		10.03	Organize equipment procurement and staging	X					X
J		10.04	Post-Construction & Facility Operation Services						
J	1	1.01	Record Drawings						
J		1.02	Review Record Drawings prepared by contractor	X	X	X			
J		1.03	Review Record Drawings for completeness		X	X			
J		1.04	Compile Construction documents prepared by design team		X	X			
J	2	2.01	Warranty review						
J		2.02	review warranty submittal for conformance with construction doc.	X	X	X			
J	3	3.01	Detailed analysis or response to Contractor claims						
J		3.02	claims not due to fault of Architect	X					X
J	4	4.01	Staff training (operating & maintaining equipment and	X					X
J	5	5.01	Post-construction facility reviews (operations &						X
J	6	6.01	Post occupancy facility review meeting (See Exhibit					X	
J	7	7.01	Document defects or deficiencies						
J		7.02	Prepare punch list		X	X			
J		7.03	Prepare instructions to Contractors for correction of defects	X	X	X			
J	8	8.01	Commissioning						
J		8.02	Standard commissioning		X		X		
J		8.02	Enhanced commissioning						X
J	10	10.01	Project promotion	X					X
J	11	11.01	Community tours	X				X	

		responsibilities					
		District's Responsibilities	Included in Lump Sum	Basic Service in Lump Sum	Beyond Basic Service in Lump Sum	Owner Allowances	Not Provided
Meetings, Presentations and Workshops							
Working Group Meetings				X			
Purpose:	Update, Client input and clarifications. Is replaced by the weekly construction administration meeting during the CA phase						
Coordination:	Prepare agenda, minutes and tracking log	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	Weekly		X				
Attendance:	One nexus partner at minimum and supporting staff as required. General Contractor to attend.		X				
Facilities Committee Meetings					X		
Purpose:	Review project progress with District committee						
Coordination:	by District	X					
Documents:	work in progress, no special documents	X					
Frequency:	weekly	X					
Attendance:	typically not required, none scheduled					X	
City/Schools Committee					X		
Purpose:	Update and phase approvals						
Coordination:	Prepare agenda and minutes for the presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	Monthly		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Assumption is attendance is at all meetings in SD phase and as needed after that. nexus assumes to attend a total of 15 meetings		X				

EUSD Board

X

Purpose:	Update and phase approvals						
Coordination:	Prepare agenda and minutes for the presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	Bi-Monthly		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Assumption is attendance is at all meetings in SD phase and as needed after that. nexus assumes to attend a total of 15 meetings		X				

City Council

X

Purpose:	Use Permit and Design Review process						
Coordination:	Prepare agenda and minutes for the presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	monthly		X				
Attendance:	One nexus partner at minimum and supporting staff as required for an assumed two meetings. One for a study session and one for the use permit approval.		X				

Planning Commission

X

Purpose:	Use Permit and Design Review process				X		
Coordination:	Prepare agenda and minutes for the presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	monthly		X				
Attendance:	One nexus partner at minimum and supporting staff as required for an assumed two meetings. One for a study session and one for the use permit approval.		X				

Community Workshops

X

X

Purpose:	Community engagement						
Coordination:	Prepare agenda and minutes for presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:			X				
	Workshops (7)		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Assumed 5 workshops.		X				

ECCL Exhibits/Design Center

X

Purpose:	Inform the community						
Coordination:	Maintain presentation material	X	X				
Documents:	Maintain presentation material		X				
Frequency:	To be scheduled		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Nexus has assumed attending 15 meetings		X				

ECCL Fellows Meetings

X

Purpose:	See Exhibit M						
Coordination:	Maintain presentation material	X	X				
Documents:	Maintain presentation material		X				
Frequency:	To be scheduled		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Nexus has assumed attending 15 meetings		X				

Client Groups and User Groups

X X

Purpose:	Detail program review						
Coordination:	Prepare agenda and minutes for presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:			X				
	SD phase (8)		X				
	DD phase (4)		X				
	CD phase (4)		X				
Attendance:	One nexus partner at minimum and supporting staff as required. Nexus has assumed attending 10 meetings in SD and DD phases, 4 meeting in CD phases.		X				

Citizens Oversight Committee, bond oversight

X X

Purpose:	update						
Coordination:	Prepare agenda and minutes for presentation	X	X				
Documents:	Preparation of design related documents		X				
Frequency:	monthly		X				
Attendance:	typically not required, none are assumed		X				

Citizens Oversight Committee, community engagement oversight

X

Purpose:	update						
Coordination:	Prepare agenda and minutes for presentation	X	X				

Documents:	Preparation of design related documents		X				
Frequency:	monthly		X				
Attendance:	typically not required, none are assumed		X				

Construction Administration Meetings

X

Purpose:	Review progress of project and answer field questions, replaces the Working Group meeting						
Coordination:	Prepare agenda and minutes for presentation	X	X				
Documents:	Preparation of design related construction documents		X				
Frequency:	weekly		X				
Attendance:	designated design team CA staff		X				

Construction Administration Meetings, Beyond approved Schedule

X

Purpose:	Review progress of project beyond the contractual schedule						
Coordination:	Prepare agenda and minutes for presentation	X					
Documents:	Preparation of design related construction documents						
Frequency:	weekly						
Attendance:	designated design team CA staff						

Youth Groups (Pro Bono effort)

X

Purpose:	Classroom support and education						
Coordination:	Establish content and agenda	X					
Documents:	Preparation of design related documents		X				
Frequency:	to be determined		X				
Attendance:	One nexus partner at minimum and supporting staff as required.		X				

Post Occupancy Meetings

X

Purpose:	Review project with District and User Groups						
Coordination:	by District	X					
Documents:	none		X				
Frequency:	at District Request		X				
Attendance:	designated design team. A year after occupancy nexus will attend a site meeting once a month and prepare a summary report at the end of the year.					X	

Documents		2012 demolition	,main project	FEMA gym structural	K-3	early demolition and site	Phase 2 SD Level only
1	drawings						
2	general u.o.n.	X	X	X	X	X	X
3	A0-010 Cover sheet	X	X	X	X	X	X
4	A0-020 Abbreviations	X	X	X	X	X	X
5	A0-030 Key site plan	X	X	X	X	X	X
6	A0-101 Site accessibility fire and life safety	X	X	X	X	X	X
7	A0-101 Building accessibility fire and life safety	X	X	X	X	X	X
8	A0-201 Code analysis	X	X	X	X	X	X
9	A1-100 Demolition site plan	X				X	X
10	A1-200 Site plan	X	X	X	X	X	X
11	A1-201 Enlarged site plans	X	X	X	X	X	X
12	A1-301 Site details	X	X	X	X	X	X
13	A2-101 Building demolition plan	X		X		X	
14	A2-201 building plans		X	X	X	X	X
15	A2-302 roof plan		X	X	X		X
16	A2-401 Reflected ceiling plan		X	X	X		
17	A2-501 Finishes floor diagrams		X		X		
18	A3-001 Exterior elevations		X	X	X		X
19	A4-101 Building sections		X	X	X		X
20	A4-201 Wall sections		X	X	X		
21	A5-101 Interior elevations		X	X	X		X
22	A5-201 Enlarged interior plans and elevations		X		X		
23	A6-101 Exterior walls and partitions schedule		X	X	X		
24	A6-201 Door types and schedules		X		X		
25	A6-301 Window types and schedules		X		X		
26	A6-401 Finish schedule, Color Schedule		X		X		
27	A7-101 Elevators plans and elevations		X		X		
28	A8-101 Signage diagrams		X		X		
29	A8-201 Signage details		X		X		
30	A9-101 Partition details		X		X		

31	A9-201 Foundation details				X		X		
32	A9-301 Framing details				X		X		
33	A0-401 Door details				X		X		
34	A9-501 Window details				X		X		
35	A9-601 Roof details				X		X		
36	A9-701 Fire proofing details				X		X		
37	A9-801 Water proofing details				X		X		
38	A9-901 Interior details				X		X		
39									
40	FFE-010 General Notes				X		X		
41	FFE-200 Furniture and Equipment plans				X		X		
42	FFE-400 Furniture and Equipment schedules				X		X		
43									
44	ss- site survey		X	X	X	X	X		
45	c- civil		X	X		X	X		
46	l- landscape			X		X		X	
47	ir-irrigation			X		X			
48	s-structural			X	X	X	X	X	
49	m- mechanical (design build option)			X		X		X	
50	p- plumbing			X		X		X	
51	e- electrical (design build option)			X		X		X	
52	FA- fire alarm (design build option)			X		X			
53	se- data, security (design build option)			X		X			
54	svc-sound video (design build option)			X		X			
55	PL- pool (design build)			X		X	X		
56									
57	project manual								
58	general conditions		X	X		X			
59	supplemental conditions		X	X	X	X	X		
60	specifications		X	X	X	X	X		
61	FFE specifications			X		X			
62									
63	schematic design report								
64	code compliance report			X		X		X	
65	outline specification, list of materials			X		X		X	
66	color board			X		X		X	
67	estimate of probable construction cost			X		X		X	
68	room data sheets			X		X		X	
69	civil basis of design			X		X		X	
70	landscape basis of design			X		X		X	
71	structural basis of design			X		X		X	
72	mechanical basis of design			X		X		X	
73	electrical basis of design			X		X		X	

74	security basis of design			X	X	X		
75	data communications basis of design			X	X	X		
76	sustainable basis of design			X	X	X		
77	signage basis of design			X	X	X		
78	outline of Furniture and Equipment			X	X	X		
79	provide 10 copies							
80	(1) professional model							
81	(3) professional exterior renderings							
82	(4) professional interior renderings							
83								
84	design development report							
85	table of contents			X	X			
86	index of drawings			X	X			
87	code compliance report			X	X			
88	outline specification, list of materials			X	X			
89	color board			X	X			
90	estimate of probable construction cost			X	X			
91	room data sheets			X	X			
92	civil basis of design			X	X			
93	landscape basis of design			X	X			
94	structural basis of design			X	X			
95	mechanical basis of design			X	X			
96	electrical basis of design			X	X			
97	security basis of design			X	X			
98	data communications basis of design			X	X			
99	sustainable basis of design			X	X			
100	Outline of Furniture and Equipment			X	X			
101	provide 10 copies							
102	(1) professional model							
103	(3) professional exterior renderings							
104	(4) professional interior renderings							
105								
106								
107	construction documents							
108	table of contents			X	X			
109	index of drawings			X	X			
110	project manual			X	X			
111	estimate of probable construction cost			X	X			
112								
113	agency approvals							
114	agency documents		X	X	X	X	X	
115								
116	bidding/pricing							

nexus partners

dsk|Concordia|MKThink

exhibit G3, deliverables

117	addendum		X	X	X	X	X		
118	rfi/clarifications		X	X	X	X	X		
119									
120	construction								
121	rfi response		X	X	X	X	X		
122	change order review response		X	X	X	X	X		
123	rfi log		X	X	X	X	X		
124	change order log		X	X	X	X	X		
125	submittal log		X	X	X	X	X		
126	punch list		X	X	X	X	X		
127	certificate of occupancy			X		X			
128									
129	close out								
130	commissioning documents			X		X			
131	DSA documents			X		X			
132	notice of completion			X		X			
133									
134	post occupancy								
135	post occupancy report			X					
136									

DRAFT March 23, 2012.

	Schematic Design	Design Development	Construction Documents	DSA and City Permit Reviews	GMP Documents	Construction Administration	Close Out	Allowances	Total
nexus design team compensation	\$ 1,364,300	\$ 1,096,880	\$ 1,769,251	\$ 136,392	\$ 136,392	\$ 1,670,701	\$ 534,693	\$ (433,810)	\$ 6,274,798
Reimbursable									
total	\$ 54,000	\$ 54,000	\$ 72,000	\$ 5,000	\$ 5,000	\$ 84,000	\$ 16,000	\$ -	\$ 290,000
GRAND TOTAL	\$ 998,300	\$ 958,880	\$ 1,457,250	\$ 109,392	\$ 109,392	\$ 1,370,700	\$ 486,693	\$ -	\$ 6,564,798

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DRAFT March 21, 2012

Nexus Partners Standard Hourly Rate Schedule through December 2012

Classification	Standard Rates	EUSD Discounted Rates
Nexus Partners Principals	\$ 250	\$235
Contracted Facilitators	\$175	\$150
Senior Project Staff	\$180	\$155
Intermediate Project Staff	\$130	\$125
Junior Project Staff	\$ 90	\$ 90
Senior Construction Administrator	\$185	\$195
Construction Administrator	\$175	\$150



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DRAFT March 16, 2012

The documents prepared for the project will follow industry standards and the formats and standard indicated herein. Each firm may use its own standards except when in conflict with the specific standards stated herein. For construction document drawings, the intent is for drawings to be initiated with drafting standards by MKThink through SD and DD Phases. MKThink at its discretion may use AutoCAD or Revit. dsk will receive the completed DD files in either format and complete the project in either format to best suit the conditions at the time to efficiently produce the Contract Documents. With this approach, MKThink will use their existing drafting standards and dsk will adapt to those drafting standards in the CD phase.

The project Construction Documents shall be produced in 22 X 34 formats.
Presentation formats shall be adjusted to suit the presentation needs as determined by MKThink or Concordia.

MKThink will establish and manage a common project file-sharing / file management / web file sharing through the DD phase. dsk shall manage the system in subsequent phases.

Software

- Autodesk, AutoCAD 2012, or Revit 2012
- Microsoft Office 2007
- Microsoft Project 2007 or more recent version
- Adobe CS4, or more recent version
- SketchUp Version 8, or more recent version

Record Documents shall be in PDF format.

All documents and record copies will be distributed digitally. Any printing necessary shall be at the firms expense and not reimbursable, except as specifically permitted under the prime agreement..



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DRAFT March 16, 2012

Nexus Partners

For the ECCL project the firms dsk architects, Concordia and Miller Kelley Architects Inc. (dba: MKThink) shall be referred to as the Nexus Partners. The responsibilities, tasks, deliverables and compensation to each firm are identified in separate Architect/Consultant Agreements; in this Exhibit L and in the attached Exhibits G1, G2, G3, K, M and N.

Management, Administration and Division of Work

Except as specifically modified by the referenced exhibits, dsk shall manage and carry the responsibilities as the Architect of Record for the project as defined by the State of California Division of the State Architect (DSA). dsk shall be responsible for the contract and the project schedule. MKThink and Concordia shall manage the technical drawing production, minutes of meetings to which they are attendees and leading, and coordination of the project with the client and consultants through the SD and DD phases. dsk shall manage the production, minutes of meetings schedule and coordination of the project for all subsequent phases. Concordia and MKThink will advise dsk and the District on conformance with the DD documents. All Nexus Partners and consultants are encouraged to communicate directly with each other for the efficient performance of their responsibilities. Approvals shall be per the Prime Contract. dsk shall have final approval for and assume responsibility for regulatory compliance and budget compliance after acceptance of the Design Development Documents.

District Access

dsk shall be primarily responsible for changes in the contract. MKThink shall designate a Nexus Partners point of contact for team and owner communications through the SD and DD phases. dsk shall designate a point of contact through the remaining phases. Nexus Partners shall each have a representative available in person or by phone at scheduled weekly Working Group meetings through the SD and DD phases. dsk will attend all Working Group meetings in subsequent phases. During SD and DD phases of work, MKThink and Concordia shall advise dsk should a request from the owner fall outside the scope of services and deliverables defined by this contract. In such instances dsk shall assume the responsibility for addressing this issue with the owner and seeking appropriate adjustments, including additional service compensation as permitted in the Prime Agreement.

All Nexus Partners shall have free, continuous and unrestricted access to communicate with the District throughout the duration of the project. Any disputes between the Nexus Partners shall be addressed first by communicating the concern to dsk. If dsk is unable to resolve the issue in dispute within one month, Concordia or MKThink may address the issue directly to the District. If the dispute remains unresolved the Contract identified dispute resolution procedures shall be applied. Any modifications to the contract shall be approved by dsk in writing before proceeding. Any effort requested by any party outside the agreed scope shall be approved in writing by dsk prior to proceeding.

File Sharing / File Management

MKThink shall establish and maintain a common project file-sharing / file management / web file sharing solution acceptable to Nexus Partners through the completion of Design Development. Commencing with the Construction Document phase dsk shall assume the maintenance and control of this file management system. All current and archival project record documents throughout the duration of the project shall be maintained and updated by the responsible Nexus Partner member and made freely available for access to all Nexus Partner firms with access restrictions as necessary and agreed upon for client, contractor and consultant access. All files necessary for the efficient performance of the Nexus Partners and other team member tasks, responsibilities and deliverables shall be made accessible at all times

Name Designation and Credits: All documents and publicity developed for the project shall carry a single brand with respect to professional credits as follows:

nexus partners

dsk - Concordia - MKThink



This designation shall be provided during, but not be limited to, the following activities: project management, marketing, public relations and business development – whether in print, verbal, internally or in public. At no time shall any firm be credited individually without the acknowledgement of the other firms.

The District, Nexus Partners and Consultants are aware of and agree to the foregoing contractual arrangement.

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DRAFT March 21, 2012

Under this contract the Nexus Partners will provide an extensive engagement process to complement the District's separate engagement efforts. Specifically, Nexus Partners will provide the following community engagement scope:

1. **Meeting Facilitation:** Nexus Partners will attend and facilitate meetings as identified in Exhibit G2. The meetings that specifically pertain to engagement include:
 - a. Community Design Workshops
 - b. ECCL Fellows meetings
 - c. Community Construction Tours
 - d. Community Post Occupancy Tours
2. **ECCL Website:** The Nexus Partners will maintain content on the current Website, www.emeryvillecenter.org, and provide monthly updates on the progress of the design. At the direction of the District, Nexus Partners will also add District generated information to the website on a monthly basis.
3. **ECCL Design Exhibit:** The Nexus Partners shall coordinate with the District's public relations consultant and ECCL Fellows to provide input regarding communications strategies with the larger Emeryville community. As a specific deliverable, the Nexus Partners will create a portable design exhibit for the ECCL project that can be set up at community events such as the Emeryville Art Fair, Earth Day, Christmas at City Hall, etc. With support from Nexus Partners' public relations consultant, the exhibit will also serve as a communications tool to engage local businesses, organizations, and citizens in high-traffic areas of the city. Materials for the exhibit will be furnished by Nexus Partners. The exhibit will be managed and distributed by district staff and/or Nexus Partners' public relations consultant. The Nexus Partners will provide drawings and other visual information for the exhibit to describe the design of the ECCL project. The architectural images in the exhibit will be updated at the end of each phase of the architectural design process.
4. **ECCL Fellows:** The District staff and its independent consultants are developing and maintaining two ECCL Fellows programs, one for adults and a second for youth engagement. During the Schematic Design, Design Development and Construction Document phases, the Nexus Partners will attend monthly meetings to inform the ECCL Fellows about the status of the architectural design process, receive updates from the Fellows about their efforts, and consider additional strategies for strengthening the Nexus Partners' community outreach and engagement effort.
5. **Post Occupancy review report:** After one year of occupancy, a Nexus Partners representative and representatives from Civil, Landscape, Structural, Mechanical, Electrical and Low Voltage will review the functioning of the ECCL. The report will include site observations and interviews with District selected faculty, staff and community. A report will be prepared identify the findings regarding the functioning of the building. A separate Success Measures proposal is also included as an allowance for the District.
6. **Pro bono efforts:** Consistent with the original proposal in 2009, significant portions of the Nexus Partners effort in community engagement will be provided at no cost to the District.
 - a. **Youth Engagement Program:** The District staff and District consultants are developing and maintaining a youth engagement program. It is anticipated that the Nexus staff will be available for classroom and after school programs to support learning about the ECCL project specifically and learning about architecture in general. Details of this engagement shall be determined by mutual agreement between Nexus Partners and the District.
 - b. **Community Design Workshops:** The Nexus Partners will attend and facilitate up to 7 Community Design Workshops during the Schematic Design and Design Development phases of work. Attendance by Nexus Partners principals and staff shall be provided at no cost to the District.
 - c. **Design Exhibit Narratives:** A Nexus Partners representative will be available for up to two hours monthly from the beginning of the Schematic Design phase through the end of the



Construction Documents Phase of work to deliver narrative information about the ECCL design exhibit.

d. **Presentation of ECCL to Coalition for Community Schools:** The Nexus Partners will lead an interactive workshop at the 2012 National Forum hosted by the Coalition for Community Schools (CCS), sharing lessons learned and . The Nexus Partners have invited Dave Martinez, a community member who has been a key participant at previous Community Design Workshops, to be a co-presenter at the CCS workshop.



DRAFT March 21, 2012

The following identifies task specific scope of services to be provided by the Nexus Partners:

1. Not used
2. Regulatory Approvals:
 - a. Included in basic services is the industry standard approval process for a California Public School. An enhanced DSA review process may be implemented by the District, referred to as "DSA enhanced review effort" in Exhibit N2. This process will require formal and documented interim meetings with DSA. The formal meetings will require back check references as the project proceeds to allow DSA a minimal review period. An fee is provided for this effort.
 - b. The CEQA review process is simultaneous with the SD and DD phases of work. Any Nexus effort required to revise the design, documents, schedule and related tasks due to the CEQA review and approval process in addition to the normal deliverables and sequence of service is a basis for Additional Services.
 - c. City of Emeryville Reviews; An fee is included for presentations to the City Council and City Planning Commission. It is understood that the City Building Department will have the opportunity to review the Construction Documents. That review shall be for information and not a condition of approval, which is the responsibility of DSA.
3. Public Art Facilitation: The City of Emeryville has a public art requirement requiring 1.5% (approximately \$375,000) of city funds to be spent on public art, including the public art process. The Nexus Partners will provide information and consultation to the district's independent public art consultant for the consultant's use in preparing RFP's for artists, managing the artist selection process and determining "art sites" for the project. The goal, as much as is practical, will be to integrate the artwork into the architectural design. Nexus partners will also work with District selected local artists to develop appropriate solutions with respect to the overall construction budget, technical detailing and aesthetic effect.
4. Educational Specifications: The District staff and its independent consultants are developing an academic program for the district. The academic programming work will occur during the Schematic Design phase of the architectural design process. The Nexus Partners will coordinate with the District and Core Program Planning Teams as follows:
 - a. During the first phase of the academic programming process, The Nexus Partners will furnish the Core Program Planning team with key architectural criteria for consideration during the program development. The Nexus Partners will provide a detailed list of spaces included in the project, including square foot areas and their budget allocations. The approximate locations of spaces shall be per the approved Conceptual Design. Nexus partners will then consult with the Core Program Planning team on how project funds might be most effectively allocated to achieve the goals of the academic programming work.
 - b. Following the completion of the academic programming process, Nexus Partners will incorporate information from the Core Program Planning into a detailed architectural "Educational Specification" document. This document will include individual space data sheets for all learning spaces in the project, including specific requirements for building area (sq. ft.); floor, wall and ceiling materials; acoustics; electrical and telecommunications services; natural day-lighting and artificial lighting; heating; ventilating and air conditioning. Also included will be schematic level specifications for fixed fixtures, furnishings and equipment.
5. Post Occupancy Review Report. After one year of occupancy, a Nexus Partners representative and representatives from Civil, Landscape, Structural, Mechanical, Electrical and Low Voltage will review the functioning of the ECCL project. A report will be prepared for public presentation. The report will include site observations and interviews with District selected faculty, staff and community. The report will address the results of the design process. An fee is identified for this effort. This scope will be refined working the District at the time the report is to be prepared.



6. Furnishings Fixtures and Equipment (FFE) Scope:

a. GENERAL

- i. For the purposes of this exhibit it is assumed that the District intends to provide all new FFE for the ECCL project. Identification, inventory and incorporation of existing FFE is not included in the Nexus Partners scope of work.
- ii. Nexus Partners, hereinafter for the purposes of this section referred to as the Architect, shall consult with the Owner, research applicable criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.
- iii. The Architect shall prepare, and periodically update, a schedule that identifies milestone dates for decisions required by the Owner, services furnished by the Architect and completion of documentation to be provided by the Architect. The Architect shall coordinate the Furniture, Furnishings and Equipment Design Services schedule with the Owner's Project schedule.
- iv. The Architect shall submit documents to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely upon approvals received from the Owner to complete the Furniture, Furnishings and Equipment Design Services.
- v. FFE includes moveable furniture, fixtures or equipment that have no permanent connection to the structure of the building, landscape, or infrastructure. The FFE scope excludes kitchen equipment, data, a/v, security systems and other systems that are included in the base building design. The District and City will be responsible for furnishing general supplies, books, computer equipment, loose athletic equipment and any other equipment not customarily specified or coordinated by the Architect.

b. PROGRAMMING PHASE SERVICES

- i. The Architect shall consult with representatives of the Owner to review the applicable requirements of the Project in order to understand the goals and objectives of the Owner with respect to their impact on the Owner's furniture, furnishings and equipment requirements.
- ii. The Architect shall assist the Owner in the preparation of a budget for the Work.
- iii. The Architect shall gather information furnished by the Owner's designated representatives to aid the Architect in understanding the Owner's furniture, furnishings and equipment requirements.
- iv. The Architect shall develop a general understanding of the Owner's equipment requirements, including data, telecommunications, and reproduction equipment related to furniture, furnishings and equipment.
- v. The Architect shall prepare a written summary of observations and make recommendations with respect to the planning of the facility for the Owner's review and approval.

c. SCHEMATIC DESIGN PHASE SERVICES

- i. Based on the approved written program, the Architect shall prepare the design concept for the furniture, furnishings and equipment of the Project, indicating the types and quality.
- ii. The Architect shall review with the Owner alternative designs and methods for procurement of the furniture, furnishings and equipment.
- iii. The Architect shall assist the Owner in the preparation of a preliminary Project schedule and estimate of the Cost of the Work.

d. DESIGN DEVELOPMENT PHASE SERVICES

- i. Based on the approved Schematic Design, the Architect shall obtain product data and prepare illustrations for furniture, furnishings and equipment as may be appropriate for the Project, including specially designed items or elements, to indicate finished appearance and functional operation.



- ii. The Architect shall illustrate the design character of the Project. Such illustrations may include drawings, plans, elevations, renderings, photographs, and samples of actual materials, colors and finishes.
- iii. The Architect shall assist the Owner in the preparation of adjustments to the preliminary schedule and estimate of the Cost of the Work.
- e. CONTRACT DOCUMENTS PHASE SERVICES
 - i. Based on the approved Design Development drawings and other documents, including schedule and estimate of the Cost of the Work, the Architect shall prepare Drawings, Specifications and other documents required to describe the requirements for the fabrication, procurement, shipment, delivery and installation of furniture, furnishings and equipment for the Project.
 - ii. The Architect shall assist the Owner in the preparation of the necessary Quotation Documents.
- f. QUOTATION PHASE SERVICES
 - i. The Architect shall assist the Owner in obtaining quotations for furniture, furnishings and equipment.
 - ii. The Architect shall prepare written responses to questions from vendors preparing quotations and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.
 - iii. The Architect shall assist the Owner in the review of quotations including conformance with the design concept expressed in the Contract Documents.
 - iv. The Architect shall assist the Owner in awarding and preparing agreements with vendors.
- g. FURNITURE, FURNISHINGS AND EQUIPMENT CONTRACT ADMINISTRATION PHASE SERVICES
 - i. The Architect shall review and approve or take other appropriate action upon the Vendor's submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - ii. As the buyer of goods, the Owner or its designated agent, shall receive, inspect and accept or reject furniture, furnishings and equipment at the time of their delivery to the premises and installation unless otherwise agreed. The Architect is not authorized to act as the Owner's agent in contractual matters.
 - iii. The Architect shall review final placement and inspect for damage, quality, assembly and function in order to determine that furniture, furnishings and equipment are in accordance with the requirements of the Contract Documents. The Architect may recommend to the Owner acceptance or rejection of furniture, furnishings and equipment.
 - iv. The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall not have control over, charge of, or be responsible for the means, methods, techniques, sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.
- h. OWNER'S RESPONSIBILITIES
 - i. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
 - ii. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
 - iii. The Owner shall establish and update an overall budget for the Project, including the Cost of the Work, the Owner's other costs and reasonable contingencies related to all of



these costs. The Cost of the Work shall be the total cost including applicable taxes or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect. A reasonable allowance for contingencies shall be included for market conditions at the time of quotations and for changes in the Work. The Cost of the Work does not include the compensation of the Architect and Architect's consultants, the costs of financing or other costs that are the responsibility of the Owner.

7. Sustainable Design: The Sustainable Design goals for the project are to achieve the highest level possible within the project budget. The Architect has provided an allowance for tacking the level of LEED certification. The Architect has also provided an allowance for LEED certification.



DRAFT March 16, 2012

Client EUSD
Project ECCL

Regards DSA review process

Purpose Establish at DSA review protocol to support DSA processes and ECCL schedule.

The Emery Center of Community Life is joint use public school/community service facility to be located on the exiting Emery Secondary School site. The project is approximately 115,000 square feet and has an approximate construction budget of fifty five million dollars. The project will house the Emery Unified School District kindergarten through 12th grade school. It will also house some City of Emeryville functions. The project, in its entirety, will be reviewed and approved for construction by DSA. The project is will be constructed by Turner Construction under a Lease/Lease back arrangement. Mechanical, Electrical, Fire Alarm, Fire Sprinklers, Data, Security systems will be designed under a Design Build Contract. Licensed engineers for these disciplines will be under contract with Turner Construction. Coordinated, complete packages will be assembled by dsk architects to include the Design Build disciplines at every phase of review.

The project has an aggressive schedule to accommodate several funding parameters. The following outlines our proposal for a DSA review process to accommodate the EUSD schedule.

1. Assignments of personnel
 - a. Architect will assign one project manager to attend all DSA meetings and all reviews for the duration of the project
 - b. DSA will assign:
 - i. A managing person to assist and facilitate the DSA review process
 - ii. Structural, Life Safety, Access Compliance single point of contact for all meetings and reviews through the Design Phases.
2. Progress Meetings and Reviews
 - a. Progress Meetings are outlined in the attached schedule to progress the design in conformance with all DSA requirements. At each meeting the Design Team will bring forward the documents to address the approach to compliance. Minutes and annotated drawings will be taken by the Design team to document DSA comments, directions and conditions on direction. It is recognizing that a design is in progress and subject to only what is available to review. The minutes and annotated drawings will be the basis for progressing with the design.
 - b. Phase Reviews: a complete set of documents will be submitted at the conclusion of SD and DD phases for each Increment. DSA will return the documents within one week of submittal with comments relevant to the phase of completion.
 - c. Meeting minutes and Phase review notes can be relied on to proceed with the Design
3. Phases and Increments
 - a. The project four increments
 - i. Main project (DSA increment 1) (Package 1.1);all work except as noted by the other packages
 - ii. Early 2012 demolition (DSA increment 2) (Package 1.2);
 - iii. FEMA grant gymnasium structural (DSA increment 3) (Package 1.3); and Early Site Work and balance of Demolition (Package 1.4);
 - iv. K-3 phase (DSA Increment 4) (Package 1.5);
 - b. Occupancy of the entire project may be in two phases depending on the acceptance of the K-3 package.
4. Construction Document Review
 - a. With the Design Team commitment to submitting completed documents consistent with the review comments with received in the early review process, DSA can commit to a one month turn around and after any final revisions by the design team a one week back check.

We appreciate the consideration by DSA in considering this process.

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