

**Gravenstein Union School District
Board of Trustees
Special Board Meeting Agenda
5:00 p.m.
Gravenstein Elementary School – Room 11
Tuesday, January 31, 2012**

If you need an accommodation for the Board Meeting contact Superintendent Linda LaMarre at (707) 823-7008 (llamarre@grav.k12.ca.us)
Agenda documents are available for inspection at the Gravenstein District Office
3840 Twig Avenue, Sebastopol, CA

I. CALL TO ORDER

Time _____ Motion _____ Second _____ Vote _____

II. APPROVAL OF AGREEMENT WITH AXIA ARCHITECTS FOR ARCHITECTURAL SERVICES FOR NEW MODULAR BUILDING AT HILLCREST MIDDLE SCHOOL

Motion _____ Second _____ Vote _____

III. ADJOURNMENT

Time _____ Motion _____ Second _____ Vote _____

Project: Hillcrest Middle School Modular
Classroom and Improvements
Project No. 850.00

AGREEMENT FOR ARCHITECTURAL SERVICES

This agreement (Agreement) made and entered into by and between Gravenstein Union School District, a political subdivision of the State of California, herein called District and AXIA Architects, 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 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 Hillcrest Middle School Modular Classroom and as further described in **Exhibit A**, Project Description and Schedule, which is hereby incorporated by reference (hereinafter Project). The Project is located at Hillcrest Middle School, 725 Bloomfield Road, Sebastopol, CA 95472.

Included in Exhibit A 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 six (6) months from the date set forth by the parties in the execution clause, this Agreement is void.

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 \$31,500.00 as set forth in **Exhibit C**, 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, as set forth in Exhibit C, 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.

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 C, 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. Expenses for authorized travel in connection with the project except for travel within the District or as otherwise agreed and set forth in writing in Exhibit C hereto.

ii. Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications and other Project documents including those for use of Architect and its consultants.

iii. Long distance telephone expense related to the Project.

iv. Actual and necessary agency or permit fees, if any, paid by Architect on behalf of District in connection with the Project.

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 following amounts (or as otherwise agreed and set forth in writing in Exhibit C hereto):

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic Design	20	20
Construction Documents	50	70
Bid Phase	5	75
DSA Approval	5	80
Construction Phase	20	100

ii. Payments on account of 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. A service charge of one and one-half percent (1.5%) of the unpaid balance shall be charged monthly on all undisputed amounts unpaid after thirty (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. 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) Ten percent if termination occurs during or prior to completion of the Contract Documents Phase; or

(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 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 services on such phase.

5. BASIC SERVICES TO BE RENDERED BY ARCHITECT

Architect's Basic Services shall consist of the following items and as further specified in Exhibit B hereto:

a. SCHEMATIC DESIGN PHASE: Architect shall review the 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. If District requires assistance in the preparation of the program, including meetings with faculty or other representatives, this assistance shall be compensated as an Additional Service. Architect shall: prepare schematic design studies, drawings and other necessary documents showing site use and the scale and relationship of the components of the Project for District approval; meet with faculty or other representatives; prepare a written preliminary estimate of probable construction costs based on current area, volume or other unit costs; and prepare a written time schedule for the performance of Architect's services.

b. DESIGN DEVELOPMENT PHASE: Not Applicable

c. CONSTRUCTION DOCUMENTS AND BID PHASE: Upon approval of the Schematic Design Phase, the Architect shall prepare Construction Documents for the site improvements and bid documents for the modular classroom. With assistance from District, Architect shall assist preparing the necessary bidding information, bidding forms, general conditions of the contract and the contract documents between District and the prospective successful bidder. The modular classroom manufacturer that is the successful bidder shall be responsible for working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes, and equipment required. The modular classroom manufacturer shall be responsible for all drawings and calculations related to the classroom that are required for DSA review and approval. The Architect shall prepare for DSA a cover page, code summary, site drawing, and necessary work not provided by portable manufacturer for electrical systems and utility-service-connected equipment, all for approval by District. Bid and contract forms and documents shall be submitted to District's legal advisor for review and approval at least ten (10) days prior to proposed publication. Architect shall assist District in filing any necessary documents for procuring the approval of any governmental authorities or other agencies having jurisdiction over the 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.

d. BID PHASE: Following District's approval of construction documents and District's acceptance of Architect's final estimate of probable construction costs, Architect shall reproduce the plans, specifications and construction documents in the required number and assist District in dissemination of plans, specifications and construction documents among interested contractors, and in obtaining bids, and award and preparation of the construction contract.

e. CONSTRUCTION PHASE: The construction phase shall begin upon award of the construction contract and shall end upon the earlier 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.
- ii. Advise and consult with and serve as representative of District in the general administration of the construction contract and in District's dealings with the contractor. Architect shall have authority to act for District to the extent provided in the construction contract.
- iii. Provide general direction to any Project inspector employed by and responsible to District as required by applicable law. Architect shall provide assistance to District for District to direct the contractor in the preparation of a set of drawings indicating location of buried utility lines (as-built dimensions) which shall be forwarded to District upon completion of the Project.
- iv. Visit the Project site 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 a project inspector required by law for public school construction. Architect shall neither have control over or charge of, nor be responsible for, the contractor's construction sequences or procedures, or for safety precautions and programs in connection with the contractor's work.
- v. Make such regular reports as quantified in Exhibit A and keep District 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 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, 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 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. Architect's approvals shall not be representations that Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the contractor's work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by District to substantiate the contractor's rights to payment, or (4) 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. Not Used.

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 punch list.

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

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

xiv. After notice 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 with such reasonable promptness 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 in Architect's professional judgment 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 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 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.

f. 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 assist District in compiling information necessary for project closeout. Services, if requested by District, after notice of completion not covered by this subparagraph shall be compensated as Additional Services in accordance with Paragraph 4.c.

g. RESPONSIBILITY FOR CONSTRUCTION COSTS:

i. District's budget for the Project shall include a contingency of 10 percent (10 %) over and above any estimate of construction cost or evaluation prepared or agreed to by Architect.

ii. 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 bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or 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.

iii. In preparing estimates of construction cost, the Architect shall include and disclose reasonable contingencies for design, bidding and price escalation as agreed to by District.

iv. If bidding or negotiating has not commenced within sixty (60) days after Architect submits the construction documents to District, any Project budget shall be adjusted to reflect changes in the general level of prices in the construction industry.

v. Should the lowest responsible bid received exceed Architect's final estimate of probable construction costs as accepted by District by more than ten percent (10%), District shall:

- (1) give written approval of an increase in such fixed limit;
- (2) authorize rebidding of the Project within a reasonable time;
- (3) if the Project is abandoned, terminate in accordance with Paragraph 16; or
- (4) cooperate in revising the Project scope and quality as required to reduce the construction cost.

vi. If District chooses to proceed under item v.(4) above, Architect shall as part of Basic Services make such changes in plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such estimated cost. The modification of the contract documents shall be the limit of Architect's responsibility arising out of the estimate of probable construction cost. Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

vii. If the lowest responsible bid exceeds the final estimate of probable construction cost by less than 10% and District chooses to require revising the Project scope and quality to reduce the construction cost, Architect's services to make such revisions shall be considered Additional Services.

h. CONSULTANTS AND STAFF. District and Architect agree that the professional services under this Agreement require adequate staffing and continuity of qualified people. All key staff listed below have been approved by District and Architect and may not be changed without prior approval except for an individual leaving the firms employ. 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.

<u>Position</u>	<u>Individual</u>	<u>Firm</u>
Principal in charge	Doug Hilberman	AXIA Architects
Project Architect	Mike Schwartz	AXIA Architects
Job Captain	Eddie VanSlambrouck	AXIA Architects
Principal Engineer, Structural	Not Applicable	
Project Engineer, Structural	Not Applicable	
Principal Engineer, Civil	Not Applicable	
Project Engineer, Civil	Not Applicable	
Principal Engineer, Mechanical (By District)	Jim Horn	Horn Engineers
Project Engineer, Mechanical	Not Applicable	

Principal Engineer, Electrical
Project Engineer, Electrical

Terry Szalai
TBD

Suite 16 Electrical
Suite 16 Electrical

i. All engineers and experts and consultants employed by Architect not listed herein shall be approved in advance by District prior to their engagement. Architect shall confer and cooperate with landscape architects, educational planners, and other professional consultants employed by District.

ii. Architect shall cause each engineer and consultant listed above, 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 general liability insurance, 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 \$1,000,000.00 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.

i. 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 or equipment 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.

j. 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.

k. 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 and construction of the Project and the postconstruction phase noted above.

l. Architect, as part of the Basic Services, shall furnish, at Architect's own expense, all draftsmen and clerical personnel necessary to perform the services described herein.

m. As part of Basic Services, Architect shall provide those specific services designated as Architect's tasks and responsibilities in Exhibit B hereto.

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 analyses of District's needs, and programming requirements of the Project as set forth in Paragraph 7.a.
- 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.
- e. Providing services to investigate existing conditions or facilities or to make measured drawings thereof, 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.
- g. Providing services required for or in connection with the selection of furniture and furnishing or equipment or articles 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.
- 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, and surveys 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. Preparing a set of reproducible record prints of drawings 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.

o. Providing services after issuance by District of the final certificate for payment except as noted in Paragraph 5 (f) 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.

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

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

r. Community and other public liaison services: Preparation time and materials for presentation to community for all required community meetings excluding District board meetings; attending community and other public meetings in excess of four, excluding District board meetings.

s. Drawings and documents required for the demolition process.

t. Services for the following disciplines: detailed cost estimating, acoustical engineering, signage and graphics (other than for code-required signage), energy management, food service, off-site civil engineering, and security engineering. (Optional: fire alarm and protection engineering, and landscape Architect; see Exhibit C).

u. Time and expenses preparing special presentation models, renderings or mock-ups.

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

w. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

x. Formal value engineering and detailed life-cycle cost analyses beyond those normally provided or required to meet the approved construction budget.

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

z. Preparing District-generated addenda during the Bidding Phase.

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

bb. 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.

cc. 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.

dd. Services related to furniture, furnishings, equipment or other articles incorporated in to the construction documents by Architect and not included in the construction contract.

ee. Services related to manufactured relocatable buildings specified or coordinated by Architect and not included in the construction contract.

ff. If the Project is suspended by District for more than sixty (60) consecutive days through no fault of Architect, the parties shall negotiate equitable adjustment to Architect's compensation due to such suspension.

gg. Design of interior and exterior building-mounted panelboards, convenience receptacles, lighting, lighting controls, interior power distribution and interior conduit rough-in. The design of these items is typically by the Portable Manufacturer.

hh. Preparation of Title 24 Lighting Energy Compliance documentation. Title 24 if required is typically by the modular Manufacturer.

ii. Accessibility or other code related upgrades to parts of the campus not directly related to the installation location of the modular classroom.

jj. Any engineering services beyond architectural and electrical.

7. RESPONSIBILITIES OF DISTRICT

It shall be the duty of District to:

a. Make available to Architect all necessary data and information concerning the purposes and requirements of the Project, including realistic scheduling and budget limitations and a 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.

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 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.

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 B.

l. Architect shall be entitled to rely upon the accuracy of all surveys and reports provided or furnished by District. 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 of any kind to the extent caused by the negligence, recklessness, or willful misconduct of Architect and Architect's agents or employees, but excluding liability as to the negligence or willful misconduct of District. 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 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 \$1,000,000 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 be endorsed with the following specific language:

The District is named 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:

(1) 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.

(2) The insurance provided herein is primary and no insurance held or owned by District shall be called upon to contribute to a loss.

(3) Coverage provided by this policy shall not be canceled or the dollar amount reduced without thirty (30) days written notice given to District.

(4) 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, in the amount not less than \$2,000,000.00 with an insurance carrier satisfactory to District. In addition, 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 engineer and consultant, 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 \$1,000,000.00 with an insurance carrier satisfactory to District.

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. Notwithstanding the foregoing, District shall pay for the cost of any actual materials and labor which were omitted for any reason, but only to the extent contract price obtained from the contractor was lower by reason of the omission. District agrees to file a claim for the costs claimed against Architect pursuant to this paragraph.

13. COMPLIANCE WITH LAWS

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. 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 Uniform Building Code with California amendments, 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.

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

14. RECORDS

Architect shall maintain all records concerning the project for a period of four 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.

15. TERMINATION OF CONTRACT

a. District shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect and upon compensation to Architect as set forth in paragraph 4.f.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 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. 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. 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 per Article 15.b. above, 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

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 will exercise due professional care so that any specification calling for a designated material, product, thing, 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

Pursuant to Section 17316 of the Education Code, plans approved by the agency of jurisdiction 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 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. This does not include electronic forms of the above.

Any use or 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 use, 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 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.

19. DISPUTE RESOLUTION PROVISIONS

a. MEDIATION

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

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 60 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.

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. Prior to arbitration, the parties may 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.

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:** Architect shall perform all services hereunder as is consistent with professional skill and care and the orderly progress of the Project. Architect shall submit for District's approval, as part of **Exhibit A** hereto, 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, so as to avoid delays in the work.

b. **DELAYS:** If Architect is delayed in Architect's services by acts of District or its employees or those in a direct contractual relationship with District or by the California Department of General Services or other agencies having jurisdiction over the Project or by acts of God or any

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 or reasonable control on the part of Architect, the time for Architect's performance shall be extended accordingly.

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.

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 Sonoma.

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. District'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 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.

g. RETENTION OF DVBE RECORDS: Architect agrees that, for all contracts subject to DVBE participation goals, the State and District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. Architect agrees to provide the State or District with any relevant information requested and shall permit the State 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 25 day of JANUARY, 2012

ARCHITECT

By:



DISTRICT

By: _____

EXHIBITS:

- Exhibit A: Project Description and Schedule
- Exhibit B: Tasks and Responsibilities
- Exhibit C: Compensation and Schedule of Hourly Billing Rates

Exhibit A – Project Description and Schedule

Gravenstein Union School District
Modular Classroom and Improvements for Hillcrest Middle School
AXIA Job No. 850.00
January 25, 2012

Hillcrest Middle School Modular Classroom and Improvements

Project budget based on 960 SF modular classroom with 600 SF staff room for total of approximately 1600 SF

Project Description:

The project will generally consist of the preparation of plans and specifications, including architectural and electrical engineering only, suitable for the construction of site work, for the purpose of bidding the work to identify the modular classroom manufacturer who will provide and install a PC DSA approved modular building of approximately 1600 SF consisting of a standard 960 SF modular classroom and 600 SF staff room. The unit will be located in place of the existing two modular buildings at the south end of the parking lot.

The approved Increment 2 modular building manufacturer will provide a pre-approved (PC) unit, 40' X 40'. The Increment 1 general contractor bidding the project will be responsible for including all site work, including utilities, grading and repair of disturbed surfaces. The modular building manufacturer shall provide the structural engineering for the project, including concrete foundations, and shall submit to DSA pre-approved drawings for the building in electronic format.

The modular classroom will be generally a single slope low pitch roof design with two exterior doors and excavated crawl space to allow entry at grade, standard windows, cabinets, and a suspended ceiling system with lighting. The classroom will be equipped and tied into the campus fire alarm and phone/all-call systems. Current electrical scope, budget, and design fees do not include upgrading existing power, fire alarm, phone, or other electrical systems. These would be additional services.

The District's schedule is to occupy the classroom prior to the start of school after the 2012 summer recess. The design team will schedule their activities to best meet this goal while noting that the time frame for DSA approval varies.

Estimated Project Schedule: (schedule dependant on DSA processing)

Site Survey and Geotechnical Study by District	02/01/12 – 02/15/12
Schematic Design	02/01/12 – 02/13/11
Preparation of Bidding Documents (Modular)	02/14/12 – 03/06/12
Preparation of Construction Docs (Site and Improvements)	02/14/12 – 03/06/12

Modular Building:

Bid	03/06/12 – 03/22/12
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Notice to Proceed for Modular Classroom Manufacturer	04/10/12
Prepare Modular Plans & Specifications	04/11/12 – 05/04/12
DSA Over-the-Counter Review (estimate)	05/07/12 – 05/11/12
Estimated Modular Building Installation	07/16/11 – 07/20/11

Site and Improvements:

DSA Review (estimate)	03/07/11 – 06/05/11
Bid (note: commence prior to DSA approval)	05/27/11 – 06/12/11
Notice to Proceed for Site Contractor	06/25/11
Site Work Construction	06/26/11 – 08/03/11
Owner Occupancy	08/06/11

**Exhibit B: Tasks and Responsibilities - Hillcrest Middle School Modular Classroom 2012
Agreement between Gravenstein Union School District and AXIA Architects**

		-- Provided By --			
		District	---- A/E Team ----		Notes
Scope of Services			Basic Services	Additional Services	
A. Project Administration Services (throughout all phases)					
1	Project Team Selection				
	- Selection of District's additional consultants (soils, seismic, geo-hazard, haz-mat, const. mgrs., financing, energy mgmt., schedule & claims analysts, legal, financing, inspectors, others.)	Lead	Input		
	- Coordination of District's additional consultants	Lead			
2	Project Communications				
	- Develop / implement a Community Relations & Public Information plan			As needed	
	- Special school board presentations & community meetings	Lead		As needed	
	- Special status reports to Board & Oversight Committee	Lead		As needed	
	- Establish & maintain web page				Not required
3	Project Administration meetings				
	- As required for A/E basic services	Input	Lead		
	- Other than required for A/E basic services	Lead		As needed	
4	Agency consultations / approvals				
	- Local Fire Marshal	Input	Lead		
	- State Office of Reg. Services (DSA, SFM) Bldg Manuf to provide PC approval for the project	Input	Lead		
	- State Dept. of Education, School Facilities Planning	Input		As needed	
5	Prepare applications & supporting documents				
	- OPSC funding applications				Not required
	- Bond issue funding information				Not required
	- DSA applications	Input	Lead		
B. Programming, Planning & Evaluation Services					
1	Special investigations				
	- Geotechnical and soils engineering	Lead	Input		
	- Hazardous materials reports & studies	Lead			
2	Investigation of unknown existing conditions				
	- Property surveys / building measurements (if not available from exist'g drawings)	Lead		As needed	
	- On-site utility studies (locations, condition, capacity, etc)	Lead		As needed	
	- Off-site utility studies (locations, condition, capacity, etc)	Lead		As needed	
3	Comprehensive ADA compliance study				Not required
4	Develop detailed program				
	- Chronicle Code and Access (ADA) issues and remedies				By prior District Project
	- Detailed space/adjacency programming				Not required
	- Food service plan/program				Not required
	- Equipment program				Not required

**Exhibit B: Tasks and Responsibilities - Hillcrest Middle School Modular Classroom 2012
Agreement between Gravenstein Union School District and AXIA Architects**

		-- Provided By --			
		District	---- A/E Team ----		Notes
Scope of Services			Basic Services	Additional Services	
5	Assistance with environmental, Negative Declaration & EIR studies				
	- Ecological studies and mitigation measures				Not required
	- Traffic, noise, off-site parking, etc.				Not required
	- Hearings and community meetings				Not required
C. Schematic Design Phase (Included in Contract Documents Phase)					Not Applicable
1	Review of program and budget				Not Applicable
2	Field verification of existing conditions				Not Applicable
3	Code documentation & interpretations				Not Applicable
4	Schematic site and building plans				Not Applicable
5	Preliminary sections and elevations				Not Applicable
6	Preliminary interior elevations of key spaces				Not Applicable
7	Room data sheets and/or finish schedules				Not Applicable
8	Preliminary selection of systems & materials				Not Applicable
9	Develop approximate dimensions & areas				Not Applicable
10	Preliminary description of engineering systems (mechanical, electrical, civil, structural)				Not Applicable
11	Outline specifications of major materials, systems and equipment				Not Applicable
12	Construction cost estimates				
	- Unit cost estimate				Not Applicable
	- Detailed cost estimate				Not Applicable
13	Presentation models and/or renderings				Not Applicable
14	In-house constructability reviews				Not Applicable
D. Design Development Phase (Included in Contract Documents Phase)					
1	Code documentation & interpretations				Not Applicable
2	Plans, sections, interior and exterior elevations				Not Applicable
3	Development of site plan				Not Applicable
4	Development of landscape plan				Not Applicable
5	Typical construction details				Not Applicable
6	Equipment layouts				Not Applicable
7	Developed description and drawings of engineering systems (mechanical, electrical, civil, structural)				Not Applicable
8	Preliminary building specifications				Not Applicable
9	Preliminary interior design (fixed furniture, furnishings and equipment included within construction contract)				Not Applicable
10	Furniture, furnishings and equipment <u>not</u> included within construction contract				Not Applicable
10	Construction cost estimates				
	- Unit cost estimate				Not Applicable
	- Detailed cost estimate				Not Applicable
10	Presentation models and/or renderings				Not Applicable
11	In-house constructability reviews				Not Applicable

**Exhibit B: Tasks and Responsibilities - Hillcrest Middle School Modular Classroom 2012
Agreement between Gravenstein Union School District and AXIA Architects**

		-- Provided By --			
		District	---- A/E Team ----		Notes
Scope of Services			Basic Services	Additional Services	
E. Construction Documents Phase					
1	Code documentation & interpretations		Lead		
2	Preparation of building construction plans	Review	Input		By Bldg Manuf
3	Prepare color boards	Review	Lead		
4	Final building specifications	Review	Lead		
5	Furniture, furnishings and equipment				
	- Included within construction contract	Review	Lead		
	- Not included within construction contract	Review		As needed	
6	Develop detailed documentation on Construction Phasing Program or Multiple Contract Delivery			As needed	
7	Construction cost estimates				
	- Unit/SF cost estimate	Review	Lead		
	- Detailed cost estimate or value engineering				
8	Prepare bidding and procurement forms	Input	Lead		
9	Prepare Conditions of the Contract (Divisions 0 & 1)	Lead	Input		
10	Develop Project Manual	Input	Lead		
11	Presentation models and/or renderings				Not required
12	In-house constructability reviews	Input	Lead		
F. Other Design Services					
1	Hazardous materials identification / determination of mitigation measures	Lead			
2	FF&E design (furnishings & movable equipment)			As needed	
3	Graphic & signage design				
	- Fire/life safety graphics & signage	Review	Lead		
	- Other graphics & signage			As needed	
4	Mock-Up services (workstations, classroom design, etc.)			As needed	
G. Bidding Phase Services					
1	Advertisement to potential bidders			As needed	
2	Pre-qualification of bidders				Not required
3	Pre-bid conferences	Input	Lead		
4	Distribution of bidding documents		Lead		
5	Distribution of special bidding / negotiation addenda	Lead		As needed	
6	Response to bidders' questions and provide clarifications	Input	Lead		
7	Report / analysis of bidding results	Input	Lead		
8	Bid dispute resolution	Lead		As needed	
9	Contract award processing	Lead	Input		

**Exhibit B: Tasks and Responsibilities - Hillcrest Middle School Modular Classroom 2012
Agreement between Gravenstein Union School District and AXIA Architects**

		-- Provided By --			
		District	---- A/E Team ----		Notes
Scope of Services			Basic Services	Additional Services	
H. Contract Administration Services					
1	Plan & manage move-in & out activities including temporary facilities			As needed	
2	Site visits / observations				
	- Scheduled meetings (as quantified in scope of services)	Input	Lead		
	- Additional meetings	Input		As needed	
3	Review Contractors' safety programs	Lead			
4	Coordination of other construction activities				
	- Removal of non-conforming portables			As needed	
	- Demolition and/or removal of other structures			As needed	
	- Moving of utilities underground			As needed	
	- Utility hookups			As needed	
5	Multiple contract administration or multiple phase coordination efforts for single project			As needed	
6	Submittals & substitutions	Input	Lead		
	- Review and respond to Contractors' proposed submittal schedules	Input	Lead		
	- Receive, process, distribute submittals, shop drawings, & substitutions	Input	Lead		
	- Review submittals and shop drawings	Input	Lead		
	- Review proposed substitutions	Input	Lead		
7	Requests for Information / Clarifications				
	- Receive, process & distribute requests	Input	Lead		
	- Evaluate and respond to requests	Input	Lead		
8	Change orders				
	- Receive, process & distribute Change Orders	Input	Lead		
	- Changes stemming from A/E documents	Input	Lead		
	- Owner and contractor initiated changes	Input		Lead	
	- Review, analyze and/or negotiate prices with contractors	Lead		As needed	
9	Testing and inspection administration	Lead		As needed	
10	Maintain official construction logs				
	- Change order log		Lead		
	- Request for Information (RFI) log		Lead		
	- Submittal log		Lead		
11	Contract cost accounting				
	- Maintain records of payments	Lead	None		
	- Coordinate & assemble contractors' payment applications		Lead		
	- Approve & process contractors' payment applications	Lead	Input		
12	Interpretations and decisions				
	- Relating to construction documents/specifications	Input	Lead		
	- Relating to General Conditions	Lead	Input		

**Exhibit B: Tasks and Responsibilities - Hillcrest Middle School Modular Classroom 2012
Agreement between Gravenstein Union School District and AXIA Architects**

		-- Provided By --			
		District	---- A/E Team ----		Notes
Scope of Services			Basic Services	Additional Services	
13	Project closeout				
	- Preliminary and final punch lists	Input	Lead		
	- Determination of payment withholdings	Lead	Input		
	- Issuance of Certificates of Substantial Completion	Input	Lead		
	- Securing and receipt of sureties	Lead	None		
	- Receipt & review of warranties & manuals	Review	Lead		
	- Receipt & review of waivers of liens	Lead	None		
	- Issuance of final Certificates of Payment	Lead	Input		
	- Project closeout with DSA	Input	Lead		
14	Construction tours (students & community)	Lead		As needed	
I. Post-Construction & Facility Operation Services					
1	Record Drawings				
	- Develop record drawings				By Contractor
	- Review record drawings for completeness		Review		By Contractor
	- Compile drawings				By Contractor
	- Update contract documents to incorporate changes			Lead	
2	Warranty review (to be defined)	Lead		As needed	
3	Detailed analysis or response to Contractor claims not due to fault of Architect	Lead		As needed	
4	Staff training (operating & maintaining equipment and systems)	Input			By Contractor
5	Post-construction facility reviews (operations & performance review)				
	- Post occupancy facility review meeting	Lead		Input	
	- Document defects or deficiencies	Lead		Input	
	- Prepare instructions to Contractors for correction of defects	Lead		Input	
6	Project promotion	Lead		As Needed	
7	Community tours	Lead		As Needed	

Exhibit C – Compensation and Schedule of Hourly Billing Rates

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

Basic Services

The Architectural fee arrangement for Basic Services may be any of the following:

1. A lump sum amount mutually agreed to, calculated based on the fee schedule described below, or estimating hours at billing rates or by negotiation of a mutually acceptable amount.
2. A percentage of construction cost based on a mutually agreed formula or fee schedule as described below.
3. Time and material at rates in the Agreement with an estimated not-to-exceed amount.
4. A combination of these options, as described below, for example a percentage fee through Schematic Design or Design Development after which the final lump sum fee shall be negotiated or calculated on a pre-agreed formula based on the Architect's scope definition and cost estimate.

For Basic Services under this Agreement, the parties have agreed to a lump sum basis, under option 1 above, in the amount of \$31,500. Any significant change in the scope of work as authorized by the district prior to bidding will generate a revision of the fees concurrent with the revised scope of work.

Architect will be compensated for change order items that provide added value to the project, correct minor errors or omissions in the contract documents per Article 12 or are initiated by the District involving a change in the scope of work. Compensation for change order items shall be based on the sliding fee schedule for modernizations and remodels recognized by the Sonoma County Office of Education, unless otherwise mutually agreed upon in writing.

Additional Services

Any additional services that may be required during the project must be requested by Architect and approved in writing by District before they are performed. Additional Services shall be compensated as described in Article 4.

Reimbursable Expenses

The Architect has estimated and the District has accepted the following reimbursable expenses to be billed at 110% of cost. The Architect may not exceed the total estimated amount unless approved by District in advance.

Automobile travel	<u>\$0.50 Per Mile</u>
Telephone	<u>\$ Per Billing</u>
Printing	<u>\$ As Invoiced</u>
Plotting	<u>\$ As Invoiced</u>
Models and mockups	<u>\$ As Invoiced or Hourly</u>

Standard Hourly Billing Rates

The following hourly rates shall be used for any Time and Materials services above or for any calculation of future services:

Principal-in-Charge	\$ <u>185</u>
Principal-in-Charge/Design	\$ <u>185</u>
Architect	\$ <u>150</u>
Project Manager	\$ <u>135</u>
Job Captain / Drafter	\$ <u>115</u>
Administrative Assistant	\$ <u>75</u>
Consultants:	1.10 times the consultants' standard hourly rates not to exceed a base rate of <u>\$195</u> per hour.

These rates shall be adjusted annually on the anniversary date of the Agreement in accordance with the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics for "All Urban Consumers" in "San Francisco-Oakland" for "All Items."