

CITY COUNCIL AGENDA ITEM NO. 9

Meeting Date: August 14, 2007

Subject/Title: Adopt a Resolution approving and authorizing the City Manager or designee to execute Amendment No. One to the Professional Services Agreement with LPA, Inc., in the amount of \$1,306,368, plus 10% contingency of \$130,636.80, for a total of \$1,437,004.80, to include the New Community Center

Prepared by: Gail Leech, Management Analyst

Submitted by: Karen Chew, Assistant City Manager

RECOMMENDATION

Adopt a Resolution approving and authorizing the City Manager or designee to execute Amendment No. One to the Professional Services Agreement with LPA, Inc., in the amount of \$1,306,368, plus 10% contingency of \$130,636.80, for a total of \$1,437,004.80, to include the New Community Center.

PREVIOUS ACTION

In October 2004, the City reopened negotiations with the School District for additional site acreage for the New City Hall, which resulted in a change in the New City Hall footprint and therefore put the New City Hall project on hold.

On March 28, 2006, City Council adopted a resolution to close the existing Kaplan McLaughlin Diaz (KMD) contract.

On July 23, 2006, the City entered into an interim agreement with LPA for architectural planning, pre-design and related services in order to facilitate the City Hall project while the formal agreement between the parties was being negotiated.

On April 24, 2007, by Resolution No. 2007-89, City Council approved and authorized the City Manager to execute an agreement with LPA, Inc., for the architectural planning, design and related services of the New City Hall (CIP No. 337-31390), including the Civic Center Parking Facility and Civic Center Plaza in an amount not to exceed \$2,922,218, plus 10% contingency of \$292,221 for a total of \$3,214,439.80.

On June 12, 2007, by Resolution No. 2007-126, City Council adopted the Negative Declaration and adopted the 2007/08 - 2011/12 Capital Improvement Program which includes the New Community Center CIP project.

As a companion item on tonight's City Council agenda, the City Council shall consider a resolution endorsing the Civic Center Master Site Plan Concept.

BACKGROUND

Through staff planning sessions and community outreach meetings, the scope of the Civic Center project has been amended to accurately reflect the needs of the community to lay the foundation for the future Downtown Brentwood. The new Civic Center Master Site Plan Concept includes building the following facilities concurrently: City Hall, Civic Center Plaza,

Civic Center Parking Structure, City Park, a new Community Center and relocation of the library. A considerable savings will be recognized by building these facilities together. The New Community Center was originally scheduled to begin construction in 2010, with completion scheduled for 2012. Construction costs will be reduced since we are "buying in bulk." This option also allows City staff to remain in the existing City Hall while the new City Hall is being built, saving money in temporary relocation costs. The staging area for this project will be City Park, which will eliminate having to use any other public right-of-ways and thereby reducing traffic congestion during the construction phase. Once the Civic Center facilities are constructed, park restoration will be completed, which was originally scheduled to begin in 2011. Staff is forecasting a completion date for the construction of the Civic Center of March 2010.

On April 24, 2007, the City contracted with LPA, Inc. for architectural planning, pre-design and related services for the New City Hall (CIP # 337-31390), including, the Civic Center Parking Facility and the Civic Center Plaza. As a result of the new Civic Center Master Site Plan Concept, staff is recommending the amendment of the professional services agreement with LPA, Inc. to include architectural planning, pre-design, design and related services for the New Community Center project. Staff believes LPA, Inc.'s familiarity with the Civic Center project makes them the best candidate for the work required for the New Community Center.

FISCAL IMPACT

The original professional services agreement, dated April 24, 2007, was approved for \$2,922,218, with a 10% contingency, for a total contract amount of \$3,214,439.80. The additional scope of work being requested in this amendment includes architectural planning, pre-design and related services for the New Community Center. The amount of amendment No. One to the professional services agreement is \$1,306,368, plus a 10% contingency of \$130,636.80, for a total amount of \$1,437,004.80. The total amended contract amount is \$4,651,444.60. The funds associated with this project are included in the 2007/08 – 2011/12 CIP Budget which includes the New Community Center CIP project.

Attachments:

Resolution

Amendment

Exhibit A – Community Center Scope of Services and Budget

RESOLUTION NO.

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AMENDMENT NO. ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH LPA, INC., IN THE AMOUNT OF \$1,306,368, PLUS 10% CONTINGENCY OF \$130,636.80, FOR A TOTAL OF \$1,437,004.80, TO INCLUDE THE NEW COMMUNITY CENTER

WHEREAS, in October 2004, the City reopened negotiations with the School District for additional site acreage for the New City Hall, which resulted in a change in the New City Hall footprint; and

WHEREAS, on March 28, 2006, City Council adopted a resolution to close the existing Kaplan McLaughlin Diaz (KMD) contract; and

WHEREAS, on July 23, 2006, the City entered into an interim agreement with LPA, Inc. for architectural planning, pre-design and related services in order to facilitate the City Hall project while the formal agreement between the parties was being negotiated; and

WHEREAS, through staff planning sessions and community outreach meetings, the scope of the new City Hall project has been amended to accurately reflect the needs of the community to lay the foundation for the future Downtown Brentwood; and

WHEREAS, the project has been expanded to include a Civic Center Parking Facility to address the parking needs once all of the community facilities have been built around the civic square, and a Civic Center Plaza to provide a community gathering place, reception area or other outdoor event locale; and

WHEREAS, staff has been working with LPA, Inc. under an interim agreement to begin work on conceptual designs and planning and now requires direction to move forward with the architectural process for the new City Hall project; and

WHEREAS, the total cost of this contract will not exceed \$4,651,444.60, which is included in the 2007/08 – 2011/12 CIP Budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Brentwood hereby authorizes the City Manager or designee to execute Amendment No. One to the professional services agreement with LPA, Inc., for architectural planning, pre-design, design and related services for the New Community Center project in the amount of \$1,306,368, plus a 10% of \$130,636.80 contingency, for a total contract amendment amount of \$1,437,004.80.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Brentwood at a regular meeting held on the 14th day of August 2007 by the following vote:

**AMENDMENT NO. ONE TO THE PROFESSIONAL SERVICES AGREEMENT WITH
LPA, Inc.**

This Amendment No. One is entered into and effective as of the ___ day of _____, 2007, amending the agreement dated April 24, 2007 (the "Agreement") by and between the City of Brentwood a municipal corporation ("City"), and LPA, Inc, ("Design Professional") (collectively, the "Parties") for the public work of improvement referred to as the new City Hall, Civic Center Parking Structure and Civic Center Plaza.

RECITALS

A. The Parties desire to increase the scope of Services LPA will provide under the Agreement's to include architectural planning, design and related services for the New Community Center; and

B. The Parties have negotiated and agreed to a supplemental scope of services and fee schedule, which are attached to and incorporated by this reference as Exhibit "A," Scope of Services and Fee.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. The definition of the term "Project" in the Agreement is hereby amended to include the New Community Center, as more fully described in Exhibit "A" to this Amendment No. One.

2. The Scope of Services under the Agreement is amended to include those services described in Exhibit "A" to this Amendment No. One.

3. City will pay Design Professional for all Services associated with those services described in Exhibit "A" to this Amendment No. One in the sum of One Million, Three Hundred Six Thousand, Three Hundred and Sixty Eight Dollars (\$1,306,368) in accordance with the Payment Procedures set forth in the Agreement. The Contract Price in Section 7 of the Agreement is hereby amended to the sum of Four Million, Two Hundred Twenty Eight Thousand, Five Hundred and Eighty Six Dollars (\$4,228,586).

4. Design Professional shall perform Services in accordance with the terms of the Agreement and this Amendment No. One without additional compensation except as provided herein (other than for Additional Services as described in the Agreement). Architect agrees to accept the adjusted Contract Price as full compensation for all costs, including direct, indirect, consequential, and overhead costs, arising from or related to the modifications to the Agreement described in this Amendment No. One.

5. Design Professional will complete all work described in Exhibit "A" in accordance with the original Agreement.

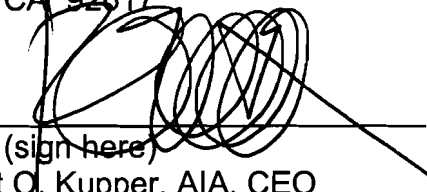
6. In all other respects, except where inconsistent with this Amendment No. One, in which case this Amendment No. One shall control, the Agreement shall remain unchanged and in full force and effect. Terms used in this Amendment No. One that are defined in the Agreement shall have the same meaning as used therein.

7. All requisite insurance policies to be maintained by Design Professional pursuant to the Agreement, as may have been amended from time to time, will include coverage for Services performed under this Agreement.

8. The individuals executing this Agreement and the instruments referenced in it on behalf of Design Professional each represent and warrant that they have the legal power, right and actual authority to bind Design Professional to the terms and conditions of this Amendment.

CONSULTANT
LPA, Inc.
5161 California Avenue, Suite 100
Irvine, CA 92617

*By:



(sign here)

Robert O. Kupper, AIA, CEO

(print name/title)

**By: N/A

(sign here)

N/A

(print name/title)

CITY OF BRENTWOOD a municipal
corporation of the State of California

By:

Donna Landeros, City Manager

ATTEST:

Margaret Wimberly, CMC
City Clerk

APPROVED AS TO FORM:

Damien B. Brower, City Attorney

**EXHIBIT A
NEW COMMUNITY CENTER
SCOPE OF SERVICES**

0 - GENERAL

The Brentwood Community Center would be approximately 30,000 s.f. over 2 stories as part of the Brentwood Civic Center.

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

0.01 Project Administration services consisting of predesign administrative functions including:

- .01 Project-related research.
- .02 Conferences.
- .03 Communications.
- .04 Travel time.
- .05 Progress reports.
- .06 Direction of the work of in-house personnel.

0.02 Disciplines Coordination/Document Checking services consisting of predesign activities for:

- .01 Coordination between LPA's work and the work of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

0.03 Agency Consulting/Review/Approval services consisting of predesign activities including:

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.
- .04 Appearances on The City's behalf at agency and community meetings.
- .05 Planning boards.
- .06 User organizations.

0.04 Owner-supplied Data Coordination services consisting of predesign activities including:

- .01 Review and coordination of data furnished for the Project as a responsibility of City of Brentwood (CoB).
- .02 Assistance to CoB in obtaining existing drawings and related data.
- .03 Assistance to CoB in obtaining existing title information and contracting for surveys, surface site data and subsurface site data.
- .04 Assistance to CoB in contracting for new boundary, surface and subsurface site data.
- .05 Site photography.

1 - SCHEMATIC DESIGN SERVICES

In the Schematic Design Phase, CoB and LPA, INC., respectively, shall provide those services designated necessary to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale and relationship of Project components for approval by CoB or on program requirements provided by CoB and reviewed and agreed upon by LPA. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

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

- .01 Conceptual site and building plans.
- .02 Preliminary sections and elevations.
- .03 Preliminary selection of building systems and materials.
- .04 Development of approximate dimensions, areas and volumes.

- .05 Perspective sketch(es).
- .06 Study model(s).

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

- .01 A predetermined structural system.
- .02 Alternate structural systems.

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

- .01 Energy source(s).
- .02 Energy conservation.
- .03 Heating and ventilating.
- .04 Air conditioning.
- .05 Plumbing.
- .06 Fire protection.
- .07 Special mechanical systems.
- .08 Process systems.
- .09 General space requirements.

1.04 Electrical Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

- .01 Power service and distribution.
- .02 Lighting.
- .03 Telephones.
- .04 Fire detection and alarms.
- .05 Security systems.
- .06 Electronic communications.
- .07 Special electrical systems.
- .08 General space requirements.

1.05 Civil Design/Documentation services during the Schematic Design Phase consisting of consideration of alternate materials, and development of conceptual design solutions for:

- .01 On-site utility systems.
- .02 Off-site utilities work.
- .03 Fire protection systems
- .04 Drainage systems.
- .05 Paving.

1.06 Landscape Design/Documentation services during the Schematic Design Phase consisting of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.

1.07 Interior Design/Documentation services during the Schematic Design Phase consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:

- .01 Partition locations.
- .02 Furniture and equipment layouts.

1.08 Materials Research/Specifications service during the Schematic Design Phase consisting of:

- .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment.
- .03 Coordination of similar activities of other disciplines.

1.09 Project Development Scheduling services during the Schematic Design Phase consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.

1.10 Statement of Probable Construction Cost services during the Schematic Design Phase consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies.

1.11 Presentations services consisting of presentations of Schematic Design Documents by LPA to the following client representatives:

- .01 CoB.
- .02 User group(s).
- .03 City Council.

2 - DESIGN DEVELOPMENT SERVICES

In the Design Development Phase, CoB and LPA, INC., respectively, shall provide those services designated necessary to prepare from the approved Schematic Design Documents, for approval by CoB, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project, including architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Consideration shall be given to availability of materials, equipment and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety and maintenance requirements, and energy conservation. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

2.01 Architectural Design/Documentation services during the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

- .01 Plans, sections and elevations.
- .02 Typical construction details.
- .03 Three dimensional sketch(es).
- .04 Study model(s).
- .05 Final materials selections.
- .06 Equipment layouts.

2.02 Structural Design/Documentation services during the Design Development Phase consisting of continued development of the specific basic structural system(s) and Schematic Design Documents in sufficient details to establish:

- .01 Final structural design criteria.
- .02 Foundation design criteria.
- .03 Preliminary sizing of major structural components.
- .04 Critical coordination clearances.
- .05 Outline Specifications of materials lists.

2.03 Mechanical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of mechanical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Approximate equipment sizes and capacities.

- .02 Preliminary equipment layouts.
- .03 Required space for equipment.
- .04 Required chases and clearances.
- .05 Acoustical and vibration control.
- .06 Visual impacts.
- .07 Energy conservation measures.

2.04 Electrical Design/Documentation services during the Design Development Phase consisting of continued development and expansion of electrical Schematic Design Documents and development of Outline Specifications or materials lists to establish:

- .01 Criteria for lighting, electrical and communications systems.
- .02 Approximate sizes and capacities of major components.
- .03 Preliminary equipment layouts.
- .04 Required space for equipment.
- .05 Required chases and clearances.

2.05 Civil Design/Documentation services during the Design Development Phase consisting of continued development and expansion of civil Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work.

2.06 Landscape Design/Documentation services during the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of Outline Specifications or materials lists to establish final scope and preliminary details for landscape work.

2.07 Interior Design/Documentation services during the Design Development Phase consisting of continued development and expansion of interior Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details relative to:

- .01 Interior construction of the Project.
- .02 Special Interior design features.
- .03 Furniture, furnishings and equipment selections.
- .04 Materials and finishes and colors.

2.08 Materials Research/Specifications services during the Design Development Phase consisting of activities by in-house architectural personnel in:

- .01 Presentation for CoB's approval of proposed General and Supplementary Conditions of the Contract for Construction for CoB's approval.
- .02 Development of architectural outline Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment and their criteria and quality standards.
- .03 Coordination of similar activities of other disciplines.
- .04 Production of design manual including design criteria and Outline Specifications or materials lists.

2.09 Project Development Scheduling services during the Design Development Phase consisting of reviewing and updating previously established schedules of the Project.

2.10 Statement of Probable Construction Costs services during the Design Development Phase consisting of updating and refining the Schematic Design Phase Statement of Probable Construction Cost of the Project, taken into consideration:

- .01 Availability of materials and labor.
- .02 Project delivery procedures.
- .03 Construction sequencing and scheduling.
- .04 Changes in scope of the Project.
- .05 Adjustments in quality standards.

3 - CONSTRUCTION DOCUMENTS SERVICES

In the Construction Documents Phase, CoB and LPA, INC., respectively, shall provide those services designated necessary to prepare, from the approved Design Development documents, for approval by CoB, Construction Documents consisting of Drawings, Specifications and other documents setting forth in detail the requirements for construction of the Project and bidding and contracting for the construction of the Project. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

- 3.01 Architectural Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- 3.02 Structural Design/Documentation** services during the Construction Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.
- 3.03 Mechanical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.
- 3.04 Electrical Design/Documentation** services during the Construction Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- 3.05 Civil Design/Documentation** services during the Construction Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.
- 3.06 Landscape Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the Project.
- 3.07 Interior Design/Documentation** services during the Construction Documents Phase consisting of preparation of Drawings, Specifications and furnishings, furniture and equipment schedules based on approved Design Development documents, setting forth in detail the requirements for interior construction and for furniture, furnishings and equipment for the Project.
- 3.08 Materials Research/Specifications** during the Construction Documents Phase consisting of activities of in-house architectural personnel in:
 - .01 Assistance to CoB in development and preparation of Bidding documents which describe the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Owner and Contractor(s).
 - .02 Assistance to CoB in development and preparation of the Conditions of the Contract (General, Supplementary, and other Conditions).
 - .03 Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - .04 Coordination of the development of Specifications by other disciplines.
 - .05 Compilation of Project Manual including Conditions of the Contract, Bidding Documents and Specifications.
- 3.09 Statement of Probable Construction Cost** services during the Construction Documents Phase consisting of advising CoB of any adjustments to, and, when the Construction documents are approximately 90% complete, updating of the Design Development Phase Statement of Probable Construction Cost of the Project, taking into account:
 - .01 Changes in materials, systems or details of construction which have occurred during preparation of the Construction Documents.
 - .02 Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
 - .03 Adjustments for known or anticipated changes in the bidding market relative to the Project.

3.10 Presentations services consisting of presentations of Construction Documents and special presentation graphics by LPA to the following client representatives:

- .01 CoB.
- .02 City Council – Proceed to Bid.

4 - BIDDING APPROVAL TO SERVICES

In the Bidding or Negotiations Phase, CoB and LPA, INC., respectively, following CoB's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, shall provide those services designated necessary for LPA to assist CoB in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction. In the case of phased construction, CoB may authorize bidding and/or negotiation of portions of the Work prior to completion of the Construction Documents Phase. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

4.01 Bidding Materials services consisting of organizing and handling Bidding Documents for:

- .01 Coordination with REM to provide bid sets.

4.02 Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedure.

4.03 Bidding/Negotiations services consisting of:

- .01 CoB in establishing proposers.
- .02 Prequalification of Bidders.
- .03 Participation in pre-bid conferences.
- .04 Responses to questions from Bidders or proposers and clarifications or interpretations of the Bidding Documents.
- .05 Attendance at bid opening(s).

4.04 Analysis of Alternates/Substitutions services consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals.

4.05 FF&E Procurement services to be coordinated by LPA with CoB's Finance Department.

5 - CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

In the Construction Contract Administration Phase, CoB and LPA, INC., respectively, shall provide those services designated necessary for the administration of the construction contract as set forth in the General Conditions of the Contract for Construction. Unless otherwise provided in the Scope of Services, LPA duties and responsibilities during construction shall be as set forth in the Agreement between Owner and Architect for Designated Services. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

5.01 Office Construction Administration services consisting of:

- .01 Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- .02 Distribution of submittals to CoB, Contractor and/or LPA's field representative as required.
- .03 Maintenance of master file of submittals.
- .04 Related communications.

5.02 Construction Field Observation services consisting of visits to the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the

Work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. Site visits are based on an average of two (2) site visits per month.

5.03 Project Closeout services initiated upon notice from the Contractor(s) that the Work, or a designated portion thereof which is acceptable to CoB, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:

- .01 A detailed review with CoB's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor(s) of items to be completed or corrected.
- .02 Notification to CoB and Contractor(s) of deficiencies found in follow-up review, if any.
- .03 Final review with CoB's representative to verify final completion of the Work.
- .04 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying (Owner) against liens.
- .05 Issuance of final Certificate(s) for Payment.

6 – POST-CONSTRUCTION SERVICES

In the Post-Construction Phase, CoB and LPA, INC., respectively, shall provide those services designated necessary to assist CoB in the use and occupancy of the facility. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

6.01 Record Drawings services consisting of:

- .01 Making arrangements for obtaining from Contractor(s) and other parties information certified by them on all changes made during construction from the initial Contract Documents and on the location of concealed systems as installed during construction.
- .02 Review of general accuracy of information submitted and certified to by the Contractor(s).
- .03 Preparation of record drawings, based on information furnished by the Contractor(s), including significant changes in the Work made during construction.
- .04 Transmittal of record drawings and general data, appropriately identified, to the Owner and others as directed.

6.02 Warranty Review services consisting of:

- .01 Consultation and recommendation to CoB during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- .03 Documenting defects or deficiencies and assisting CoB in preparing instruction to the Contractor(s) for correction of noted defects.

6.03 Post-Construction Evaluation services consisting of a Project inspection at least one year after completion of construction; review with appropriate supervisory, operating and maintenance personnel; and analysis of operating costs and related data for evaluation of:

- .01 The initial Project programming versus actual facility use.
- .02 The functional effectiveness of planned spaces and relationships.
- .03 The operational effectiveness of systems and materials installed.
- .04 Efficiency of the design and construction delivery processes used.

7 - SUPPLEMENTAL SERVICES

In addition to the generally sequential services chronologically arranged and described in Phases 1 through 8, CoB and LPA, INC., respectively, shall provide supplemental services. These nonsequential services may be provided during a single Phase of services or during several phases. The following descriptions shall apply to those services assigned as the responsibility of the party indicated therein.

7.01 Renderings services relating to providing graphic pictorial representations, as required by CoB, of the proposed Project and consisting of:

.01 Perspective view(s) in color.

7.02 Model Construction services consisting of preparation of:

.01 Large-scale models of designated interior or exterior components of the Project.

7.03 Life Cycle Cost Analysis services consisting of assessment, on the basis of established relevant economic consequences over a given period of time, of:

.01 A given planning and design solution for the Project.

.02 Alternative planning and design solutions for the Project.

.03 Selected systems, subsystems or building components proposed for the Project.

8 - DELIVERABLES

The preceding description(s) of services generally describe the activities associated with executing each phase of the work. The necessity for, and the extent to which the Architect and Architect's consultants must commit time and resources to, any specific activity will vary depending on the needs of the Project. Consequently, these descriptions do not represent a list of 'Deliverables'.

8.01 Meetings: Where the maximum number of meetings to be included in Architect's services are specified herein, Architect and Architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services. Meetings, however, shall not be prorated and Architect's fee shall not be reduced should fewer than the specified number of meetings be necessary in order for Architect and Architect's consultants to complete the professional services of this Agreement.

8.02 Consultation and Coordination: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

8.03 Documents: Documents described in the preceding description(s) of services shall be provided as appropriate for the needs of the Project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.

9 - EXCLUSIONS

The services and items described below are specifically not included in the Architect's Fixed Fee.

9.01 Qualifications/exclusions to the scope of services described above:

.01 Site topographic and/or aerial.

.02 Site boundary survey.

.03 Off-site engineering design.

.04 Off-site architectural design.

.05 Geotechnical engineering.

.06 Hazardous Materials studies.

.07 Distribution of Bid Documents.

9.02 Project Expenses for the following are not included in the fee and shall be reimbursed to the Architect at **1.10** times the invoice amount.

.01 Mileage/travel outside Orange County.

.02 Reproduction.

.03 CADD plotting.

.04 Telephone/Facsimile Services.

Brentwood Community Center

8.1.07

Base Fee	9.0%	times	\$ 13,440,000	equals	\$ 1,209,600
			Sub-Total		\$ 1,209,600
			Reimbursables at:	8%	\$ 96,768
			Grand Total:		\$ 1,306,368

			Estimated Breakdown of Fees			
Phase	Percentage	Fee	Arch, Int & Misc. 100%	Structural 0%	Mech & Plumb 0%	Electrical and Data 0%
			Arch, Int & Misc. 75%	Structural 10%	Mech & Plumb 7.5%	Electrical and Data 7.5%
Schematic Design	15%	\$ 181,440	\$ 136,080	\$ 18,144	\$ 13,608	\$ 13,608
Design Development	25%	\$ 302,400	\$ 226,800	\$ 30,240	\$ 22,680	\$ 22,680
Construction Documents	37%	\$ 447,552	\$ 335,664	\$ 44,755	\$ 33,566	\$ 33,566
Bidding	3%	\$ 36,288	\$ 27,216	\$ 3,629	\$ 2,722	\$ 2,722
Construction Observation	20%	\$ 241,920	\$ 181,440	\$ 24,192	\$ 18,144	\$ 18,144
	100%	\$ 1,209,600	\$ 907,200	\$ 120,960	\$ 90,720	\$ 90,720
			Arch, Int & Misc. 65%	Structural 10%	Mech & Plumb 8%	Electrical and Data 8%

Additional Services:

Obtaining ATLA and topographic Information in electronic format
As Builts TBD

Services include all design services and FF&E selection and procurement services
Services include civil for utility connections and on-site landscape work.