

REQUEST FOR PROPOSAL
for
ARCHITECTURAL SERVICES

Sherman County K-8 School Project

October 15, 2014

SHERMAN COUNTY SCHOOL DISTRICT
65912 High School Loop,
Moro, OR 97039

Date Due: November 7, 2014
Time Due: 2:00 P.M.

SECTION I - INSTRUCTIONS TO PROPOSERS

A. Announcement of Request for Proposals

Sherman County School District (District) will receive sealed proposals at the Sherman County High School Administration Office, 65912 High School Loop, Moro, OR 97039 until 2:00 p.m., current local time, on November 7, 2014 for Architectural Services as described within this Request for Proposal dated October 15, 2015. Proposals submitted will remain confidential in nature until a contract has been executed by the selected firm.

A mandatory pre proposal meeting will be held at Sherman County Jr and Sr. High School, 65912 High School Loop, Moro, OR 97039 at 2:00PM PS on October 23, 2014 in the Administration Conference Room.

B. Format of Proposal

IMPORTANT NOTICE: The District takes the proposal process seriously, and it is its intent to solicit proposals that are accurate and that each proposer intends to honor. Proposers are expected to submit proposals that are accurate, complete, and contain all terms and conditions that they feel are necessary. If after submitting a proposal, the proposer finds changes are necessary, the proposer may change or withdraw their proposal any time up to the time of the proposal opening. However, after the opening, the proposal **MAY NOT** be changed or altered in any way. If accepted, a proposal is considered non-cancellable and the proposer will be expected to honor a binding contract. If for any reason the proposer does not perform, the District may take whatever action is appropriate, including, but not limited to, the removal of that proposer's name from future RFP lists.

A Request for Proposal process is allowed under Division 48 of the Oregon Attorney General's Model Rules of Procedure for Public Contracting as adopted by the District per Policy DJC. This Request for Proposals allows proposers the opportunity to submit to the District the proposal or proposals that they feel will best serve the interests of the District.

Proposers shall provide one (1) original copy of their proposal and all attachments, to be labeled "original" and contain all required signatures. Proposers shall provide five (5) additional copies of their proposal. Proposers shall provide one (1) electronic copy, preferably on a thumb drive, as well. All proposals shall be sealed in an opaque envelope or package and addressed as follows:

Sherman County School Elementary School Relocation Project
Sherman County School District
Attention: Michael Marino, Construction Project Manager
65912 High School Loop,
Moro, OR 97039

In addition, the name and address of the proposer and the title of the proposal (that appears on the cover of this RFP) shall be on the outside of the envelope or package.

Proposals must be received by the addressee no later than the date and time specified herein. The District **WILL NOT** be responsible for proposals delivered by either Proposer, Postal Department or any other means to any location other than the address listed within this RFP.

The proposal sheet of these specifications shall be signed in ink, as follows:

1. In the case of an individual proposer, by such individual proposer.
2. In the case of a partnership or limited liability company ("LLC"), the name of the partnership or LLC must appear on such proposal and it shall be signed in the name of such partnership or LLC by at least one partner or LLC member or manager, as applicable. In addition to such signature, the names of all partners or members shall be stated in the proposal.
3. In the case of a corporation, the corporate name shall be subscribed by the president or other managing officer, and there shall be set forth under the signature of such officer the name of the office he or she holds or the capacity in which he or she acts for such corporation.

C. Prohibition of Alterations

Proposals that are incomplete or conditioned on the acceptance of additional terms by the District, or that contain any erasures, alterations, or that contain irregularities of any kind, or that are not in conformity with the law may be rejected.

D. Equal Employment Compliance Requirement

By submitting this proposal, the proposer certifies conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Regulations concerning Affirmative Action toward equal opportunities. All information and reports that are required by the Federal or Oregon Governments having responsibilities for the enforcement of such laws shall be supplied to the District upon request, for purposes of investigation to ascertain compliance with such acts, regulations and orders. The District is an Equal Opportunity Employer. Women and minority businesses are encouraged to apply for this contract. The selected proposer will make good faith efforts to encourage participation in the project by disadvantaged business enterprises ("DBE"), minority business enterprises ("MBE"), women business enterprises ("WBE") and emerging small business enterprises ("ESB").

E. Protest of RFP; Request for Change

Proposers may submit a written protest of anything contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, each in accordance with OAR 137-048-0240. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or contract terms. The District may not consider any protest or request for change that is submitted after the submission deadline. Any protest must indicate in detail the reason(s) for the protest and/or suggested change in wording or specifications that would remedy the cause for protest. All protests must be received by the District Superintendent at the address listed in this RFP by 2:00 p.m., seven days prior to the due date for proposals. All complaints received prior to this time will be reviewed and acknowledged.

Those protests/requests for change deemed by the Evaluation Committee to have merit will be given consideration and, where applicable, a change in specifications

or a delay in the opening may be granted only by the release of a written addendum by the District to those of record holding specifications.

Those complaints not deemed by the Committee worthy of changing said specifications or delaying said opening will be given consideration, and the individual or company will be notified as to the reason.

Should vendors feel that any specification limits competition, they are encouraged to follow through with their "Protest of Specifications" as outlined.

F. Pre-qualification of Proposers – Not Required

G. Duration of Proposals

Said proposal is considered non-cancellable by both parties.

1. No proposer may withdraw their proposal after the hour set for the opening thereof or before award of the Contract, unless said award is delayed for a period exceeding ninety (90) days.
2. An award of the contract to any proposer shall not constitute a rejection of any other proposal.

H. Transfer or Assignment

Neither the contract awarded pursuant to this RFP, nor any interest therein, shall be transferred to any other party or parties, and in case of such transfer, the District may refuse to carry out the contract, either with the transferor or the transferee. All rights of action for any breach of the contract by a successful proposer are reserved to the District. No officer of said District, nor any person employed in its service, is, or shall be, permitted any share or part of this contract or any benefit which may arise here from. The successful proposer further agrees to make payment promptly as due, to all persons supplying labor or material for the implementation of the work provided for herein. The successful proposer shall not permit any liens or claims to be filed or prosecuted against the District for or on account of any labor or material furnished aforesaid.

I. Contract and Insurance Coverage

Dependent upon the District's approval of the architect selection and subject to Section II(E) of this RFP, the District and Architect will finalize the Architectural Services Agreement, and the Architect shall furnish Certificates of Insurance meeting the District specifications. A copy of the proposed Lump Sum Agreement for Architectural Services is included in this RFP package, which includes insurance requirements.

J. Interpretation of Requirements

No officer or employee of the District has any authority to place any interpretation, either verbal or written, upon the provisions of this RFP. Any changes to the requirements of this RFP shall be by written addendum, issued by the District to those of record holding specifications

K. Acceptance of Conditions

Each proposer, by the submission of a proposal, assents to each and every term and condition set forth anywhere in these specifications and agrees to be bound thereby. Proposers are advised that ORS 279C.307 may limit the selected proposer's ability to provide additional services related to the project.

L. Evaluation

The proposals shall be subjectively evaluated by the Evaluation Committee with points assigned based upon the criteria in this RFP. Those proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers will not be evaluated.

The Evaluation Committee will consist of District Representatives and District Board Members. The role of the committee shall include a complete review of all proposals submitted and may include contacting references provided by the proposing firm(s). It may also involve interviews with selected. The District reserves the right to seek clarifications of any proposal. Evaluation Committee members may not be contacted or solicited by any firm or individual submitting proposals, with the exception of responses to requests for clarification received from the Evaluation Committee. The District Board will make the final decision on hiring an architectural firm.

M. Criteria

All proposals from qualified firms that provide all the minimum required qualifications will be evaluated on the following criteria:

1. Successful experience over the past five (5) years in Grade Levels K-12 Public Educational Facilities by proposing firm, clearly noting work performed solely and directly by proposing firm and work performed by staff while employed at a previous firm. Provide reference contact person and telephone number for these projects. Describe at least five K-12 Public Educational Facility projects where the proposing firm provided comprehensive design services (Schematic Design through Project Closeout/Owner Acceptance). 25 pts
2. Successfully demonstrated knowledge of Grade levels K-12 Public Educational Facilities, including community input, facility planning, educational programming, implementation, and scheduling processes. 25 pts
3. Responsible in charge personnel available to perform the work and the proportion of the proposed staff time that would be spent on the project, including any specialized services, within the applicable time limits. Include the individual's name, title, specific project roles and comparable experience. 25 pts
4. Specialized experience, capabilities and technical competence for all building services including data/telecommunications and other low voltage systems. In addition, this proposal shall include all design possibilities relating to sustainable design and energy efficient building operation systems. 25 pts

5. Proposed architectural interpretation and response to the Program of Requirements (attached exhibit B of the architect services contract). Include proposed site plan, perspectives, elevations, and floor plans as proposing firm determines necessary to respond. 20 pts
6. Effective prior experience with a Construction Project Management Firm which represents the interests of the Owner. For this contract, the Owner intends to provide this service. 20 pts
7. Record of past performance on Public Educational Facility Projects, including but not limited to price and cost data from previous projects (accurate design phase estimates, variance from actual awarded bid price, percentage of change orders as a function of awarded bid price), ability to meet schedules, cost control and contract administration. 20 pts
8. Knowledge of the locality of North Central Oregon, geographic proximity to North Central Oregon, and working knowledge of design/construction limitations of the area. 25 pts
9. Describe your firm including ownership status, service area, volume of architectural services, and length of time in the industry, financial stability, and availability to the project locale. 25 pts
10. Has your firm or any personnel been involved in any litigation, arbitration or mediation, either as defendant or plaintiff, over the five years immediately preceding the date of the RFP regarding the provision of Architectural services to a client? If so, provide a general description of the cause or nature of status of each case or claim, and the identity of the client. Has your firm ever been terminated from a project? If so, please provide general information. 20 pts

Total points: 230 pts

In addition to the above basic criteria, the following factors will be reviewed and considered:

1. Motivation
2. Professionalism
3. Philosophy and range of services
4. Sub consultants proposed for major scopes of service
5. Written proposal

In those cases where it is felt that a clearer understanding of any proposal is in order, the District, through the Evaluation Committee, reserves the right to invite one or more proposers to present their proposals, in person, to the Board of Directors and the Evaluation Committee if so directed. If held, interviews will be conducted separately and the Evaluation Committee will rank the interviewed proposers. Only the interview and resulting ranking will be considered in the selection of the Architect.

Upon completion of the interviews, if any, the Evaluation Committee shall provide the District with the results of the scoring and ranking for each proposer. If the District does not cancel the RFP after it receives the results of the scoring and ranking for each proposer, the District will begin negotiating a Contract with the

highest-ranked proposer. The District will negotiate a final contract that is in the best interest of the District. If the District cannot reach agreement with the highest-ranked proposer, the District reserves the right to terminate negotiations and enter into negotiations with lower-ranked proposers in accordance with OAR 17-048-0220(4)(e).

N. Disclosure

Proposals will be considered confidential materials and will not be made a part of the public record until after a contract has been executed by the successful proposer. Said files including the evaluation report will then be available for public review.

O. Disclosure of Intent

No employee or elected official of the District may own more than 5% of a business that is submitting a proposal on any contracts with the District unless it is fully disclosed in the proposal documents.

P. Reservations

The District herein expressly reserves the following rights:

1. Proposers responding to the RFP do so at their own expense and the District will not pay any expenses incurred by proposer in responding to this RFP for information solicited or obtained. The information obtained will be used in determining what will best serve the interests of the District.
2. To reject any or all proposals or cancel this RFP at any time as permitted by the Model Rules or District policy, if doing either would be in the public interest as determined by the District, and to waive technicalities and minor informalities in determining a proposer's responsiveness. A responsive proposal is one that conforms in all-material respects to the RFP.
3. To consider the competency and responsibility of proposers and of their proposed sub-consultants in making the award. A responsible proposer is a person or firm that has the capability in all respects to perform fully the contract requirement, as well as the tenacity, perseverance, expertise, integrity, reliability, capacity, facilities, equipment, staff, and credit that will assure good faith performance.
4. In the event any proposer or proposers to whom the contract is awarded fails to execute a formal contract or furnish evidence of satisfactory insurance coverage within the time and in the manner hereinafter specified, the District reserves the right to negotiate with the next qualified proposer or proposers.
5. In the event only one proposal is received, the Project Facilitator may, at the election of the Evaluation Committee, return the proposal unopened.
6. To make the award based on the District's best judgment as to which proposal best meets the District's expectations of a program of the highest quality and innovation.

7. To make such changes or corrections in the Project as it may deem necessary or desirable prior to the proposal opening. Proposers will be notified of such changes in writing by addenda mailed to the addresses on the specifications holder's list.
8. To cancel the contract upon written notice at any time if the District, in its sole judgment, determines that the provider is not meeting the needs of the District.

Q. Protest of Selection

Protests of selection will be processed in accordance with OAR 137-048-0240(2), (3). Protests must be delivered to the District's Superintendent at the address listed in this RFP.

R. Interviews

The District reserves the right to interview firms at their discretion. If the District determines that interviews are necessary the District will notify Proposers of the date and times for interviews following review of the Proposals.

SECTION II - SPECIFICATIONS

A. Background

The District is in need of design and construction services for relocation of Sherman County Elementary School and limited remodel services at Sherman County High School (the "Project"); see Exhibit B, Program of Requirements for a more detailed listing. The estimated cost of construction is \$6.740 million.

B. Proposed Project Schedule

MONDAY, OCTOBER 13, 2014 (Regular School Board Meeting)

BOARD ACTION:

- Decision to approve Request For Proposal for Architectural Services (RFP)
- Appoint Committee Members to:
 - 1) Architectural Firm Selection Committee
 - 2) Design Development Committee
- Decision Hire Project Manager or Post PM RFP

WEDNESDAY, OCTOBER 15, 2014

- Advertise RFP for architectural services
- Committee Members to be notified; Architectural Selection Committee meeting scheduled for Monday, November 10th or Wednesday, November 12th

FRIDAY, NOVEMBER 7, 2014

- RFP's due from interested Architectural Firms

FRIDAY, NOVEMBER 14, 2014

- Drop Dead Date for Top two (2) Architectural Firms to be selected by Architectural Selection Committee

MONDAY, NOVEMBER 17, 2014 (Regular School Board Meeting)

- Architectural Selection Committee recommends top two (2) Architectural Firms to School Board
- Architectural Firms make presentations to School Board

MONDAY, NOVEMBER 24, 2014 (SPECIAL School Board Meeting)

BOARD ACTION:

- Board votes to hire Architectural Firm

TUESDAY, NOVEMBER 25, 2014 (SPECIAL School Board Meeting)

- District negotiates architectural fee with selected firm

BOARD ACTION:

- Board approves final architectural contract

TUESDAY, DECEMBER 1, 2014 (thru MONDAY, MARCH 9, 2015)

- Design Phase Begins
- Superintendent will report design progress to School Board at each of the December, January and February School Board Meetings

MONDAY JANUARY 12, 2104 (Regular School Board Meeting)

BOARD ACTION:

- CMGC Decision (Optional)

MONDAY, MARCH 9, 2015 (Regular School Board Meeting)

- Design Committee Members make final presentation at School Board Meeting

BOARD ACTION:

- Board approves final design

FRIDAY, MARCH 13, 2015 (thru MONDAY, APRIL 6, 2015)

- Bidding (*if not CMGC*)
- Permit Phase

MONDAY, APRIL 13, 2015 (thru FRIDAY, JANUARY 8, 2016)

- *Construction Phase*

FRIDAY, NOVEMBER 15, 2015 (thru MONDAY, JANUARY 25, 2016)

BOARD ACTION: (Special Meeting TBD)

- Commissioning and Final

C. The Proposal

To provide the District with the information necessary to select the most qualified firm, this Request for Proposal (RFP) is being solicited from firms interested in and qualified to provide architectural services that meet the requirements of this RFP. The RFP format outlines the information that must be submitted by each firm in order to be considered for selection. However, simply responding to this RFP is not sufficient to guarantee appointment. Specific information regarding document submittal procedures and due dates will be found in the "Instructions to Proposers" section.

D. Scope of Services

The District is requesting architectural services for the design and construction of the Project as generally outlined in Exhibit B, Program of Requirements. The Architect will be required to engage the District to further define the Program of Requirements in an effort to achieve a design encompassing the best use of space based on the District's programming, schedule and budget.

E. Contractual Agreement

1. Type of Agreement

The District intends to enter into a contractual agreement with an architectural firm selected by the District per the terms of this RFP. A draft of the proposed contract is included with this RFP as Exhibit E. The District reserves the right to negotiate a final contract that is in the best interest of the District and that complies with applicable law.

2. Duration of Agreement

The contract will be awarded for the duration of the project subject to applicable ORS, OAR and other rules.

F. Proposal Requirements.

The submitted proposal shall include, but not be limited to, a divided and tabbed response to each of the criteria listed in Section I, Part M. This required format will provide the responding firms the best opportunity to compile their response in a format that will be most easily understood and reviewed by the Evaluation Committee.

G. Additional Information

1. Contact Person

All contact and questions regarding this request for proposal or to coordinate a visit to the site should be directed to the Construction Project Manager.

2. Addenda

All questions and clarification requests will be answered in writing, if necessary, in the form of addenda and sent to all specification holders. Addenda will be e-mailed to all known specification holders on record at Sherman County School District.

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PROPOSAL FOR ARCHITECTURAL SERVICES

**Sherman County K-8 School
Project**

DATE: _____

TO: Sherman County School District
Attention: Michael Marino, Construction Project Manager
65912 High School Loop
Moro, OR

The undersigned hereby proposes to furnish within the time specified the Scope of Services as listed within this RFP, and such Services shall be delivered in accordance with the RFP specifications.

PROPOSER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT: By submitting this proposal, the undersigned certifies conformance to the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon State Governments, having responsibility for the enforcement of such laws, shall be supplied to the School District upon request for purposes of investigation to ascertain compliance with such acts, regulations and orders.

Receipt is hereby acknowledged of Addenda _____ through _____.

Are you domiciled in the State of Oregon? YES _____ NO _____

Are you registered to do business in the State of Oregon? YES _____ NO _____

PROVIDING INCORRECT INFORMATION MAY BE GROUNDS FOR PROPOSAL REJECTION
OR CONTRACT CANCELLATION.

t

**LUMP SUM AGREEMENT
for
ARCHITECTURAL SERVICES**

Between,

**Sherman County School District
65912 High School Loop
Moro, OR**

Hereinafter referred to as

Owner

And,

(-ARCHITECT-)

Hereinafter referred to as

Architect

DATE:

AGREEMENT FOR ARCHITECT SERVICES

-TABLE OF CONTENTS-

		Page
Article 1	Definitions	1
Article 2	Relationship of the Parties	3
Article 3	Basic Services	4
Article 4	Compensation	7
Article 5	Period of Service	9
Article 6	Owner's Responsibilities	10
Article 7	Additional Services	11
Article 8	Notices	11
Article 9	Insurance	11
Article 10	Indemnification	13
Article 11	Termination of Agreement	14
Article 12	Dispute Resolution	15
Article 13	Successors/Assignment/Third Parties	15
Article 14	Ownership of Documents/ Confidential Information	15
Article 15	Additional Provisions	16
Exhibit A	Construction Estimates	Exhibit A – Page 19
Exhibit B	Program of Requirements	Exhibit B – Page 20
Exhibit C	Program Statement	Exhibit C – Page 21
Exhibit D	Scope of Services	Exhibit D – Page 23
Exhibit E	Additional Services	Exhibit E – Page 36

AGREEMENT FOR
ARCHITECT SERVICES

AGREEMENT-

Made this _____, BETWEEN the Owner: Sherman County School District, Sherman County, Oregon and the Architect: _____ for Professional Services in connection with the Project known as:

Sherman County K-8 School Project
Sherman County School District
65912 High School Loop
Moro, OR 97039

The Owner and the Architect agree as set forth below:

ARTICLE 1

DEFINITIONS

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreements have the following meanings:

- 1.1 PROJECT. The project shall be the design and construction administration of: 2015 Sherman County K-8 School Project in Sherman County, Oregon.
- 1.2 SERVICES. The Services to be performed by the Architect under this Agreement shall consist of the Basic Services and any Additional Services both as defined herein.
- 1.3 BASIC SERVICES. Basic Services shall consist of the architectural and engineering services as described in Article 3 and as indicated and specifically designated in Exhibit "D" Scope of Services, to be performed and provided by the Architect under this Agreement in connection with the Project.
- 1.4 ADDITIONAL SERVICES. Additional Services shall consist of the architectural and engineering services agreed to be performed by the Architect in connection with the Project but which are not specifically designated as Basic Services in Article 3 or Exhibit "D". A listing of potential Additional Services is included as Exhibit "E".
- 1.5 WORK. The Work shall consist of the total construction, design and related services (excluding the Services rendered by the Design Consultant) performed on the Project.
- 1.6 PROJECT DOCUMENTS. The Project shall be completed in accordance with the following Project Documents, which were prepared or approved by the Owner prior to the execution of this Agreement between the Architect and the Owner:

- 1. Architectural Services Request for Proposal, dated: _____, 2014.

- 1.7 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible and consistent with this Agreement.
- 1.8 CONTRACTOR. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative.
- 1.9 BASIC SERVICES COMPENSATION. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Architect in connection with the performance of the Basic Services by the Architect.
- 1.10 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be the fees determined in accordance with Article 7 to be paid by the Owner to the Architect in connection with the performance of Additional Services as agreed to in advance, in writing by the Owner.
- 1.11 OTHER DIRECT EXPENSES. In connection with Additional Services, Other Direct Expenses are those actual expenditures made by the Architect, its employees, or its professional consultants in the interest of the Project including but not limited to, field office, furniture equipment and utilities, all out-of-pocket expenses for travel and living expenses in connection with the Project, long distance telephone, telex, expressage, computer time, photocopies, professional consultants (other than those required for the performance of the Basic Services), and document reproduction.
- 1.12 OWNER/CONSTRUCTION PROJECT MANAGER CONTRACT. The Owner/Construction Project Manager Contract is the agreement between the Owner and Construction Construction Project Manager for the performance of construction management services on the Project. The Owner may provide these services directly without an independent project management services.
- 1.13 CONSTRUCTION PROJECT MANAGER. The Construction Project Manager is the person or persons acting on behalf of the Owner whose responsibilities include, but are not limited to, ensuring the Project is completed in accordance with the Law and Contract Documents, on an agreed schedule and within a determined budget. In addition, the Construction Project Manager shall be responsible for protecting the interests of the Owner and pursuing cost saving options.
- 1.14 PROGRAM OF REQUIREMENTS. The Program of Requirements or "Program" is the detailed written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit "B" and as further developed with the architect after award of contract.

- 1.15 MANAGEMENT PLAN. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy.
- 1.16 MASTER SCHEDULE. A component of the Management Plan, the Master Schedule is a graphic display of the major activities, phases, construction packages and key interfaces on a time scaled, precedence diagram.
- 1.17 LIST OF CRITICAL DATES. The List of Critical Dates is a milestone calendar of events and activities which prescribes the dates by which they must be accomplished in order to maintain the project schedule. Critical Dates are as established in the Request for Proposal, Section II, Paragraph "B", Proposed Project Schedule.
- 1.18 DESIGN PHASE CHANGE ORDER. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to the Program of Requirements, Budget, Management Plan, Master Schedule, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 ARCHITECT SERVICES. The Architect shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Architect's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of the design team to achieve the Owner's Project objectives.
- 2.2 OWNER REPRESENTATION. The Owner will provide construction management services and will designate a Construction Project Manager. The Construction Project Manager has no design responsibilities of any nature. None of the activities of the Construction Project Manager supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Architect or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. The Architect understands and agrees that the Construction Project Manager is the Owner's exclusive representative to the Architect and Contractor insofar as this Agreement is concerned. All instructions by the Owner to the Architect relating to services performed by the Architect will be issued or made through the Construction Project Manager. All communications and submittals of the Architect to the Owner and Contractor shall be issued or made through the Construction Project Manager unless the Construction Project Manager shall otherwise direct. The Construction Project Manager shall not unreasonably withhold approval for Architect to communicate directly with Owner or Contractor. The Construction Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Architect and Contractor and to call periodic conferences to be attended by the Architect and his sub-consultants, throughout the term of this Agreement, as described in Article 3.4.
- 2.3 ARCHITECT REPRESENTATION.
- 2.3.1 Prior to execution of this agreement, the Architect shall provide a list of all consultants that the Architect intends to utilize relating to the Project. The list shall include such information on the qualifications of the consultants as may be requested by the

Owner. Owner reserves the right to review the proposed consultants and the Architect shall not retain a consultant to which the Owner has a reasonable objection. .

2.3.2 Prior to execution of this Agreement, the Architect shall provide to the Owner a list of the proposed key project personnel of the Architect to be assigned to the Project. This list shall include information on the professional background of each of the assigned personnel, as may be requested by the Owner, through the Construction Project Manager. Owner reserves the right to review the proposed key personnel to the extent the proposed key personnel differ from the key personnel designated in the Architect's proposal. Architect shall not change designated key personnel without the consent of Owner, which shall not be unreasonably withheld.

2.4 DIVISION OF RESPONSIBILITIES/SERVICES. The Architect understands and agrees that should the Owner or Construction Project Manager, or any other representative of the Owner, provide the Architect with any estimating assistance, cost or time control recommendations, or any other consultation, recommendations or suggestions, whereby any such activities on the part of the Owner or Construction Project Manager shall in no way relieve the Architect of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 3

BASIC SERVICES

3.1 SCOPE OF SERVICES.

3.1.1 The Basic Services to be provided by the Architect shall be performed in the phases described hereinafter and shall include architectural, landscape architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, low voltage engineering (intercom, fire alarm, security, data and telecommunications), and acoustical design services furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement, and specifically identified and described in Exhibit "D" attached hereto and made a part of this Agreement.

3.1.2 This Agreement describes the Architect's Basic Services in seven phases. Each of these phases (Pre-Design, Schematic Design, Design Development, Construction Documents, Bid/Award, Construction, and Post-Construction) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Architect so long as there are no more than two (2) document packages for each project (which packages are exclusive of individual material purchase orders, bid package alternates and rework by the Architect of documents already completed).

3.2 ARCHITECT'S PROFESSIONAL RESPONSIBILITY AND STANDARD OF CARE.

3.2.1 By execution of this Agreement, the Architect warrants that (a) it is an experienced architectural firm having the skill and the legal and professional ability

necessary to perform the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of services on the Project), and that the Architect shall endeavor to prepare drawings, specifications and other documents in accordance with such laws, rules and regulations; and (d) it is duly licensed as an architect in Oregon and will remain duly licensed for the duration of the Project. Nothing contained in this Agreement shall require the Architect to perform beyond the accepted standard of care for professionals engaged in projects of similar scope in the State of Oregon.

- 3.2.2 The Architect hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, and that the drawings of all trades have been coordinated among sub-consultants to assure that all components provide for a fully functional system or component and serve for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Architect, and that the Project, if constructed in accordance with the intent established by such drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.
- 3.2.3 The Architect shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. While the Architect cannot guarantee the various documents required herein to be completely free of minor human errors and omissions, it shall be the responsibility of the Architect throughout the period of performance under this Agreement to use due care with professional competence. The Architect will correct, at no additional cost to the Owner, any and all errors and omissions in the drawings, specifications and other documents prepared by the Architect. The Architect further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials which result from the errors and/or omissions of the Architect.
- 3.2.4 It is the responsibility of the Architect to make certain that all appropriate and required approvals are obtained from Federal, State and local governments and all such approvals are obtained in a timely manner. These approval processes include conditional use application where necessary, site plan application, design review, and building permit applications for the project.
- 3.2.5 The Architect will verify through information normally available for the design and construction of a project of this nature that no products or materials containing asbestos are specified or required by the drawings or other documents provided by the Architect. No provision of this Agreement requires the Architect to engage

in or provide asbestos testing services for any product or material specified for this project.

3.3 PROJECT REQUIREMENTS.

3.3.1 The Construction Project Estimate (CPE) shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.3.1.1 The (CPE) shall include the cost at current market rates of labor and materials designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition to the (CPE), the Owner will maintain contingencies for market conditions at the time of bidding and for changes in the Work during construction.

3.3.1.2 The (CPE) does not include the compensation of the Architect and its sub-consultants, the costs of the land, right-of-ways, financing or other costs which are the responsibility of the Owner as provided in Article 6.

3.3.2 Attached hereto and made a part of this Agreement as Exhibit "A" is the Construction Project Estimate. The (CPE) shall be defined as the total cost of constructing the Project. The (CPE) for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner, Construction Project Manager, and the Architect. The Architect shall prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor, acceptable to the Owner, will be within the (CPE).

3.3.2.1 During all phases of the Project the Architect shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost will not exceed the (CPE), and as required by Exhibit D Scope of Services.

3.3.2.2 With each Design Phase submittal to the Owner, the Architect shall make the following statement in writing: "The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which (CPE) will not exceed \$_____ (based on a bid date no later than _____), and may be constructed completely within said contract price and within a construction contingency fund of 15% of said price. Further, in my/our professional opinion, the above- mentioned documents submitted herewith have been prepared in accordance with this Agreement."

Each design phase submittal of the Architect to the Owner shall, to the best of the Architect's professional opinion, fulfill the Program of Requirements and shall be prepared in accordance with the Architect Services Agreement.

Evaluations of the Construction Project Estimate, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner 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, the Architect cannot and does not warrant that bids or negotiated prices will not vary from the (CPE) or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

Should it become apparent at the time of any Design Phase submittal that the Architect's construction cost estimate exceeds the (CPE), the Owner shall give written approval of an increase in the (CPE), or assist the Architect in reducing project scope and quality, and/or authorize redesign of the project to meet the (CPE). Approval by the Owner of scope reduction and redesign will not be unreasonably withheld.

3.3.2.3 Should first bidding or negotiation produce prices in excess of the approved (CPE), the Architect shall be responsible for rebidding, renegotiation, and redesign, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved (CPE) or price(s) acceptable to the Owner. The Owner will assist in reducing project scope or quality, and/or redesign decisions as necessary to reduce the project cost. All redesign and scope reduction must be approved by the Owner, whose approval will not be unreasonably withheld.

3.3.3 Incorporated herein and made a part of this Agreement by reference as Exhibit "B" is the Program of Requirements which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Program of Requirements shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner, Construction Project Manager and Architect.

3.3.4 Incorporated herein and made a part of this Agreement by reference as Exhibit "B" is the "Program Statement" for the Project which defines the sequence and timing of the design and construction activities.

3.3.5 No deviation from the Management Plan, Master Schedule or List of Critical Dates shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner, Construction Project Manager and Architect. Should the Owner and Construction Project Manager determine that the Architect is behind schedule due to the Architect's fault, the Architect shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.

3.4 PROJECT CONFERENCES. 7

- 3.4.1 Throughout all phases of the Project, the Architect and as needed its consultants, shall meet periodically with the Owner and Construction Project Manager when reasonably requested. Attendees shall be as mutually determined by the Owner, Construction Project Manager and Architect. The Architect shall provide a record of all project conferences. As a minimum, regularly scheduled meetings which the Architect will attend include:
- 3.4.1.1 Architect Orientation.
 - 3.4.1.2 Predesign conferences on an as needed basis.
 - 3.4.1.3 Project Kick-off Meeting, two days maximum.
 - 3.4.1.4 Design conferences on a weekly basis during Schematic Design and Design Development phases and bi-weekly during the Construction Documents phase.
 - 3.4.1.5 Prebid conference(s) for each construction contract.
 - 3.4.1.6 Preconstruction conference for each construction contract.
 - 3.4.1.7 Construction progress meetings on a weekly basis for each construction contract.
 - 3.4.1.8 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.
- 3.4.2 The Architect shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.

ARTICLE 4

COMPENSATION

4.1 BASIC SERVICES COMPENSATION

The Owner shall compensate the Architect in accordance with the terms and conditions of this Agreement, including the following:

- 4.1.1 For the Basic Services of the Architect, Basic Services Compensation shall be in the amount of \$ _____

4.1.2 The Basic Services Compensation stated in paragraph 4.1.1 includes all compensation and other payments due the Architect (manpower, overhead, profit, reimbursable expenses, and all direct expenses) in the performance of the Basic Services.

4.2 PAYMENTS TO THE ARCHITECT. Payments to the Architect shall be made as follows:

4.2.1 Payments for Basic Services shall be made monthly in proportion to services performed so that the total paid compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation.

Pre-Design Phase.....	3%
Schematic Design Phase.....	15%
Design Development Phase.....	35%
Construction Documents Phase.....	75%
Bidding or Negotiations Phase.....	78%
Construction Phase.....	97%
Post Construction Phase.....	100%

4.2.2 No deductions shall be made from the Architect's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractors, or on account of the cost of changes in the construction contract work other than those for which the Architect has been found liable.

4.2.3 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Architect shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, and all reasonable termination expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than six months, the Architect's Basic Services Compensation shall be equitably adjusted.

4.2.4 Payments are due and payable thirty (30) days from the date of receipt of the Architect's invoice. Any amount unpaid thirty (30) days after receipt of invoice shall bear interest at one (1) percent per month.

4.3 ADDITIONAL SERVICES COMPENSATION.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Architect hereunder, the Architect and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Architect to proceed with the Additional Services on a time-spent basis with Additional Services Compensation to be computed as follows:

4.3.1.1 Principal's time is billed at a fixed rate of \$ _____ per hour. For the purposes of this agreement at the, the Principals are:

4.3.1.2 Employee's time is billed at the following hourly rates:

Associate	\$ _____
Architectural Construction Project Manager	
\$ _____	Senior Intern Architect
\$ _____	Designer (Intern)
\$ _____	Senior CADD Technician
\$ _____	CADD Technician
\$ _____	Office Manager
\$ _____	Marketing Coordinator
\$ _____	Administrative Assistant
\$ _____	

For consultants of the Architect, including, but not limited to, additional structural, mechanical and electrical engineering services as defined in Article 7, a multiple of one point one (1.10) times the consultants' hourly rates, attached, and other consultant's hourly rates to be negotiated with the Owner and billed by the Architect for such services.

4.3.1.3 Reimbursable Expenses shall include the expense of renderings or models for the Owner's use over and above those provided for in Basic Services, if authorized in advance by the Owner. Before incurring any Reimbursable Expenses, the Architect must request and receive written authorization from the Owner.

4.3.2 Payments for Additional Services of the Architect shall be made monthly upon presentation of the Architect's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.

4.4 ACCOUNTING RECORDS.

4.4.1 Records of the Architect with respect to Additional Services and payroll, consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept on generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.

4.4.2 At the request of the Owner, or its authorized representative, the Architect will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.

ARTICLE 5

PERIOD OF SERVICE

5.1 Specific dates relating to the period of services are set forth in the Request for Proposal dated October 15, 2014. These dates may be revised when the Management Plan is completed and incorporated into this contract.

5.2 Unless earlier terminated as provided in Article 11 hereof, this Agreement shall remain in force for a period which may reasonably be required for the performance of the Basic Services and Additional Services hereunder. However, the provisions of the Agreement relating to Professional Responsibility (paragraph 3.2); Dispute Resolution (Article 12); Professional Liability coverage

(Article 9); Indemnification (Article 10); and Ownership of Documents/Confidential Information (Article 14) shall remain in effect after termination of the other provisions of the Agreement.

- 5.3 If the Project is delayed through no fault of the Architect, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.
- 5.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Architect and the Owner.
- 5.5 Time is of the essence of this Agreement.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Architect and shall render decisions that pertain thereto promptly, to avoid unreasonable delay in the progress of the Architect's Services.
- 6.3 The Owner shall furnish a certified land survey of the site and provide applicable grades, lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees.
- 6.4 The Owner shall contract and pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Architect or Construction Project Manager, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.
- 6.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not within the scope of Services provided by Architect in this Agreement..
- 6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the Project. Also, the Owner shall furnish all auditing services as it may require ascertaining how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.7 All services, information, surveys and reports required of the Owner, shall be furnished at the Owner's expense and the Architect shall be entitled to rely upon their accuracy and completeness.
- 6.8 The Owner shall furnish information and approvals required of it expeditiously for orderly progress of the Work, and shall endeavor to adhere as closely as possible with the time conditions for such Owner activities as set forth in all approved schedules for the Project.

- 6.9 The Owner shall secure and pay for, and the Architect shall assist as required and noted herein, in obtaining all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.
- 6.10 Prompt written notice shall be given by the Construction Project Manager to the Architect if the Owner becomes aware of and provides written notice to the Construction Project Manager of any fault or defect in the Project or nonconformance with the Contract Documents.
- 6.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 Attached hereto and made a part of this Agreement as Exhibit "E" is the list of "Additional Services" which exceed the scope of Basic Services under this Agreement. If any of these Additional Services are authorized in advance by the Owner in writing, the Architect shall provide or obtain from others the authorized "Additional Services."
- 7.2 The Owner will compensate the Architect for authorized Additional Services performed as herein provided to the extent that they exceed the obligations of the Architect under this Agreement.

ARTICLE 8

NOTICES

- 8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or five (5) days after deposit in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner:

Sherman County School District
Attention: Michael Marino, Construction Project Manager
65912 High School Loop
Moro, OR 97039

To Architect:

ARCHITECT

ARTICLE 9

INSURANCE

9.1 Insurance

Architect shall obtain, at Architect's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the Architects indemnity obligations under this contract. The following limits of insurance will be carried:

Coverage Limit

Professional Liability per Occurrence for any single claimant	\$1,000,000
Professional Liability per Occurrence for any number of claimants	\$2,000,000
Commercial General Liability per Occurrence for any single claimant	\$1,000,000
Commercial General Liability per Occurrence for any number of claimants	\$2,000,000
Employers Liability per Occurrence for any single claimant	\$1,000,000
Employers Liability per Occurrence for any number of claimants	\$2,000,000

9.2 Commercial Automobile Insurance

Architect shall also obtain, at Architect's expense, and keep in effect during the term of this contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

9.3 Workers Compensation

The Architect, its sub-consultants, if any, and all employers providing work, labor or materials under this Contract are either subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not to obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident.

9.4 Additional Insured Requirements

Sherman County School District, its officers, directors and employees and appointed representatives, shall be added as additional insured with respect to this job. All Commercial General Liability insurance policies will be endorsed to show this additional coverage.

9.5 Cancellation Provisions

There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days prior written notice to Sherman County School District. Any failure to comply with this provision will not affect the insurance coverage

provided to Sherman County School District. The 30 day notice of cancellation provision shall be physically endorsed on to the policy. In the event of an unexpected cancellation, the Architect shall fax or e-mail copy of the insurers cancellation notice within 2 business days of receipt to Sherman County School District.

9.6 Insurance Carrier Acceptability

Coverage's provided by the Architect must be underwritten by an insurance company deemed acceptable by Sherman County School District. Sherman County School District reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

9.7 Evidence of Insurance

As evidence of the insurance coverage required by this contract, the contractor shall furnish a Certificate of Insurance to Sherman County School District. No contract shall be effective until the required certificates have been received and approved by Sherman County School District. The certificate will specify and document all provisions of this contract. A renewal certificate will be sent to Sherman County School District not less than 10 days prior to coverage expiration.

9.8 Professional Liability Coverage

Architect shall obtain, at Architect's expense, and keep in effect during the term of this contract and for three years after final completion of the Project, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Annual aggregate limit shall not be less than \$2,000,000.

If any of the aforementioned liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the contractor's insurer will provide such coverage if less than 24 months. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described, or evidence of continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).

ARTICLE 10

INDEMNIFICATION

10.1 Architect shall defend, indemnify, and hold Owner, its officers, agents, and employees harmless against all liability, loss,, or expenses, including attorney fees at trial, appeal, or arbitration, and against all claims, actions, or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by any act, error or omission of an act by Architect, anyone directly or indirectly employed by Architect, or anyone for whose acts Architect may be liable, sustained in any way in connection with performance of this Agreement or by conditions created thereby, or based upon violation of any statute, ordinance or regulation. This contractual indemnification provision shall not be construed to

negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

- 10.2 Except as otherwise set forth in this Agreement, the Architect and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, state or local government acting in its sovereign capacity, and strikes. Owner shall not be liable to the Architect for acts or failures to act by Construction Project Manager, the Contractor or the Owner's consultants.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 If (1), the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Architect or its agents or employees, or (2), the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Architect and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Architect a written notice of such nonperformance (including a detailed explanation of the actions of the Owner required for cure), the Architect may, upon fifteen (15) day's additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement. Notwithstanding the foregoing Architecture shall have no right to terminate if Owner cures its non-performance within said fifteen (15) day period.
- 11.2 Upon the appointment of a receiver for the Architect, or if the Architect makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) working days written notice to the Architect. If an order for relief is entered under the bankruptcy code with respect to the Architect, the Owner may terminate this Agreement by giving three working days written notice to the Architect unless the Architect or the trustee: (1), promptly cures all breaches; (2), provides adequate assurances of future performance; (3), compensates the Owner for actual pecuniary loss resulting from such breaches; and (4), assumes the obligations of the Architect within the statutory time limits.
- 11.3 If the Architect persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise materially violates or breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for thirty (30) days after the Architect receives from the Owner written notice of such nonperformance or violation, then the Owner may upon fifteen (15) days additional notice, without prejudice to any right or remedy otherwise available to the Owner, terminate this Agreement.
- 11.4 Upon termination of this Agreement by the Owner under paragraph 11.2 or 11.3 it shall be entitled to furnish or have furnished the Services to be performed hereunder by the Architect

by whatever method the Owner may deem expedient. Also, in such cases, the Architect shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Architect under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Architect are unable to agree on the amount to be paid under the foregoing sentence, the Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Architect may dispute the Owner's assessment of the termination amount by any method of dispute resolution permitted under this Agreement.

- 11.5 The Owner may, upon thirty (30) days' written notice to the Architect terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Architect shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Architect's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Architect shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.6 Should the Owner terminate the Architect as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Architect. The Architect will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents and materials. In such event, the Owner shall be entitled to use such drawings, specifications, documents and materials only for the Owner's completion and occupancy of the Project.
- 11.7 The payment of any sums by the Owner under this Article 11 shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Architect.

ARTICLE 12

DISPUTE RESOLUTION

- 12.1 Any controversy or claim arising out of or related to this Agreement may be subject to mediation by mutual election of the parties. If the parties agree to mediate a dispute, such mediation shall be administered by The Arbitration Service of Portland, Inc. with a mediator knowledgeable in construction law. The mediation shall be held in Sherman County, Oregon unless another location is mutually agreed upon. The parties shall share the mediator's fee and any filing fees equally.
- 12.2 Any controversy or claim arising out of, or in relation to this Agreement that is not submitted to voluntary mediation or that is not resolved by voluntary mediation under Section 12.1 shall be submitted upon written request of either party to binding arbitration before a single arbitrator in Moro, Oregon by the Arbitration Service of Portland, Inc, in accordance with its Construction Industry Arbitration Rules in effect on the effective date of this Agreement except to the extent such rules conflict with the terms of this Section 12.2, in which event this Section 12.2 shall control. The arbitration shall be decided by a single neutral arbitrator, except that disputes involving claims in excess of \$1 million shall be decided by a panel of three neutral arbitrators. Each arbitrator shall be an attorney, and at least one arbitrator shall be knowledgeable in the areas of business law and commercial construction. Any award issued in such an arbitration shall be enforceable under the Oregon Uniform Arbitration Act. A party may seek from a court an order to compel arbitration, or any other interim relief of provisional

remedies pending an arbitrator's resolution of any controversy or claim. Any such action or proceeding to confirm, vacate, modify, or correct the award of the arbitrator shall be brought in the Sherman County Circuit Court. For the purposes of this section, each party consents and submits to the jurisdiction of the Sherman County Circuit Court.

ARTICLE 13

SUCCESSORS/ASSIGNMENT

- 13.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Architect.
- 13.2 The Architect shall not assign, sublet or transfer its interest in this Agreement without the written consent of the District, except that the Architect may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 14

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

- 14.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect and Owner except as provided for under paragraph 11.6 whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings, Specifications, and other Documents may be used by the Owner for additions to this project or for completion of this Project by others. Said documents may be used by the Owner on other projects.
- 14.2 In order for the Architect to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Architect confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Architect hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Architect further agrees that it will not disclose to anyone outside of the authorized Project team (i) Owner's trade secrets during the period of this Agreement or thereafter or (ii) Owner's confidential and proprietary information during the period of this Agreement and thereafter for a period of 2 years.

ARTICLE 15

ADDITIONAL PROVISIONS

- 15.1 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Architect and Construction Project Manager respectively.
- 15.2 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Architect and supersede all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

- 15.3 The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon without regard to choice of law principals and in accordance with the rules of the District as they appear at the time of execution of this Agreement or any subsequent addenda.
- 15.4 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 15.5 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 15.6 The headings or captions within this Agreement are for reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 15.7 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 15.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.
- 15.9 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 15.10 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary or if Architect should reasonably know that the Owner considers the information to be confidential or proprietary.
- 15.11 The failure of a party to this Agreement to enforce any provision of the Agreement shall not constitute a waiver by the party of that provision or any other provision in the Agreement.
- 15.12 The Architect and the Owner are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides and benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- 15.13 Payment of Laborers. The Architect shall, to the extent that is required by Oregon State, Federal, and Local law:

15.13.1 Make payment promptly, as due, to all persons supplying to such Architect labor or

material for the prosecution of the work provided for in this Agreement;

- 15.13.2 Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; and
- 15.13.3 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15.14 Payment for Medical Care. Architect shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Architect, of all sums which the Architect agrees to pay for such services and all moneys and sums which the Architect collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

15.15 Employees of Architect shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week except individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

15.16 WORK PERFORMED ON SCHOOL DISTRICT PROPERTY
Architect shall comply with the following:

- 15.16.1 Identification. Architect performing work on District Property or for District shall be in full uniform at all times. Uniforms shall include shirt with company identification attached. In addition, all such persons shall carry photo identification and will present such, to anyone on request. If such identification cannot be produced by Contactor, or is not acceptable to District, District may provide at its sole discretion, such identification tags to Architect. Architect shall bear the entire cost of producing and assigning such identification. Architects that do not have specific uniforms for employees, shall provide identification tags as described above, and or any other mechanism, the District in its sole discretion determines is required to easily identify Contractors.
- 15.16.2 Sign-in Required. As required by schools and other District locations, each day of work Architect's employees shall sign into the Main Office to receive an in-school identification/visitors tag to be displayed on the person at all times they are in the school or other location.
- 15.16.3 No Smoking. Smoking or other use of tobacco is prohibited on the District property.
- 15.16.4 No Drugs. District property sites are designated drug-free zones.
- 15.16.5 No Weapons or Firearms. Except as provided by Oregon Statutes and District policy, weapons and firearms are prohibited on District property.
- 15.16.6 No Unsupervised Contact with Students. Unsupervised contact with students means contact with students that provide the person opportunity and probability for personal communication or touch when not under direct supervision. Architect will ensure that Architect, any subcontractors, and their officers, agents and employees will have no direct unsupervised contact with students while on District property. Architect will work with the District to ensure compliance with this requirement. If Architect is unable to ensure through a security plan that none of its officers, agents or employees will have direct, unsupervised, contact with students in a particular

circumstance or circumstances, Architect shall so notify the District prior to beginning any work that could result in such contact, Architect authorizes District to obtain information about Architect and Architect's history and to conduct a criminal background check, including fingerprinting, of any officer, agent or employee of Architect that will have unsupervised contact with students. Architect shall pay all fees assessed by the Oregon Department of Education for processing the background check. Owner may deduct the cost of such fees from a progress or final payment to the Architect under this Agreement, unless the Architect agrees to pay such fees directly.

15.17 FERPA Re-disclosure. The Parties recognize that the Family Education Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or re-disclosure of confidential student information. Therefore, consistent with the requirements of FERPA, Architect will not disclose any information or records regarding students or their families that Architect may learn or obtain in the course and scope of Architect's performance of this contract.

This Agreement executed the day and year first written above.

OWNER

ARCHITECT

Sherman County School District

Architect

By: _____

By: _____

Name:

Name:

Title:

Title:

-EXHIBIT A-

CONSTRUCTION PROJECT ESTIMATE (CPE)

New Classroom and Instructional Spaces	\$ 2,215,440.00
Administration Spaces	\$ 250,360.00
Flex Spaces	\$ 257,400.00
Gymnasium and Locker Room/Storage	\$ 1,173,600.00
Lobby and Circulation Area	\$ 1,202,400.00
Vocational Education and Concessions	\$ 807,400.00
Support Services	\$ 289,360.00
Site Work	\$ 831,020.00
Construction Project Estimate (CPE), total	\$ 7,026,980.00

-EXHIBIT B-

PROGRAM OF REQUIREMENTS

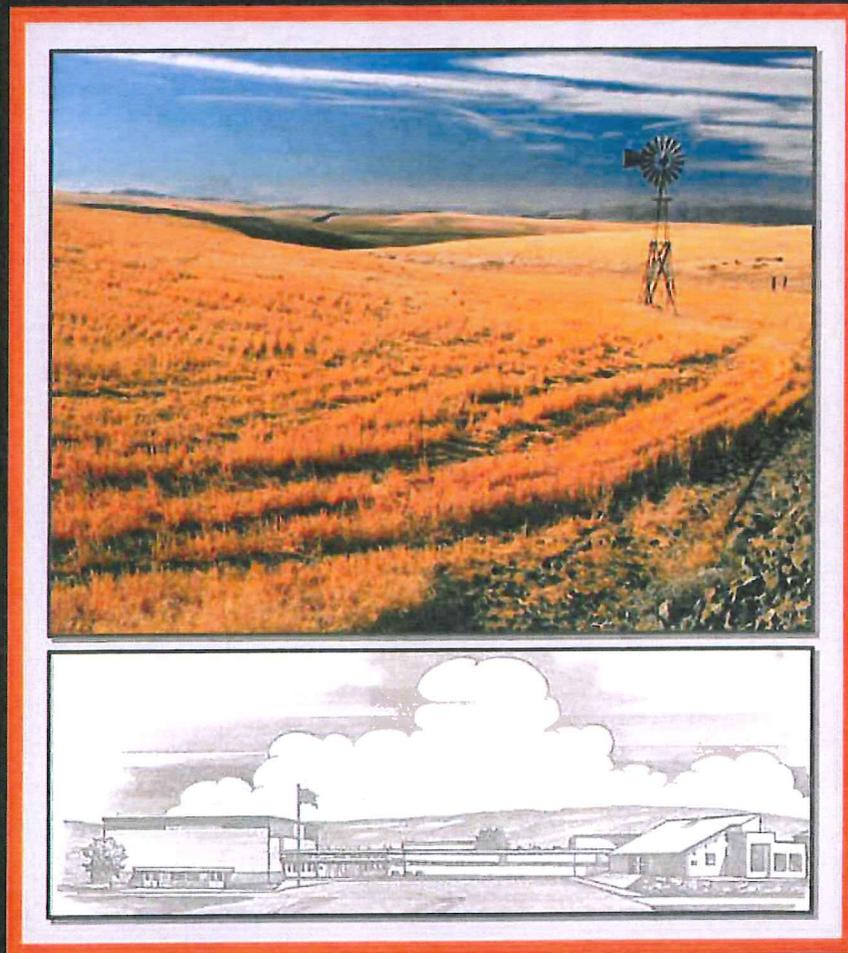
The School District is requesting architectural services for the design and construction of the:

New Sherman County K-8 School Project

Sherman County School District



Conceptual Programming Document July, 2014



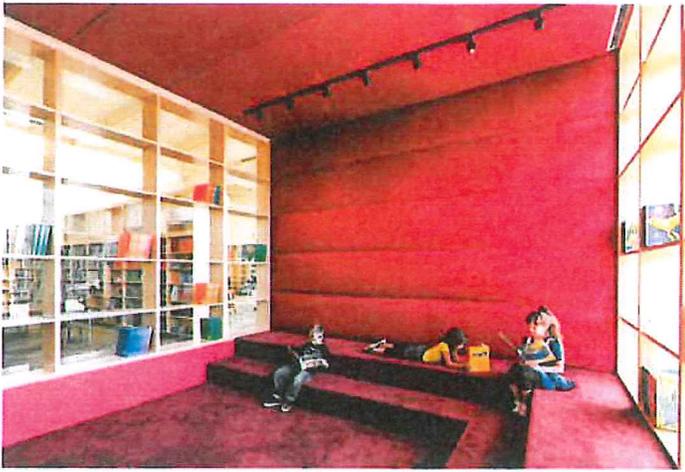


Table of Contents

Section 1	Executive Summary
Section 2	Architectural Design Narrative
Section 3	Preliminary Building Code & Zoning Analysis
Section 4	Building & Systems Descriptions
Section 5	Record of Meeting Minutes
Section 6	Programming Concepts
Section 7	Conceptual Cost Report





Executive Summary

Section 1

Executive Summary

The Sherman County School District's Facilities Planning Committee has undertaken the task of researching options to consolidate the elementary school with the existing high school in order to meet the needs of the growing community and to provide a more efficient means of organization for both facilities. Though the current elementary school building has served the district well over the years, it is acknowledged that in order to meet current district's expectations for learning environments, building security, and energy efficiency among other aspects, a new consolidated design should be conceived.

While the design team acknowledges and seeks to retain certain successful aspects of the current elementary school, the vision for the new consolidated building will provide other qualities:

- **A welcoming and open community space for parents and other visitors.**
- **A building plan that can be operated under modern security standards.**
- **An energy efficient building that provides occupants with a comfortable environment in which to work.**
- **An efficient consolidated plan that utilizes one parcel and one building location.**
- **A building that provides high quality learning environments by providing access for students to natural light, flexible workspaces and integrated technology.**

In addition, the Sherman County Facilities Planning Committee has asked the design team to provide a building that is designed with the following characteristics:

- **Consolidate /Improve Services**
- **Provide Single Grade Classrooms**
- **Design New/Modern Facilities**
- **Provide Latest Technologies**
- **Provide a Code Compliant Facility**
- **Design for Security and Life Safety Measures**

To these ends, the building will continue to have classrooms arranged around central flexible workspaces that can be shared for cross-collaboration between classes and teachers. In addition, the entire building itself will be arranged around a larger-order flexible space which is referred to as the Community Forum. This space serves as a sort of Cooperative Crossroads for users of the building, parents and visitors, and is placed centrally between more community oriented spaces in the building like the Administration Lobby, the Multi-Use Gymnasium/Cafeteria/Performance hall, and the existing Multi-Media Library.



It is our expectation that this Community Forum can support and foster interaction and collaboration within the school environment and within the community itself.

Vision & Goals of the District

Here are the current Vision and Goals:

Purpose: Educating each student to be a productive and mature citizen.

Mission: Sherman County School District, to develop well educated, responsible, productive and mature citizens by providing inspiring and challenging educational opportunities.

GOAL 1: All students learn to respect and care about each individual.

GOAL 2: All students learn to pursue intellectual, artistic and athletic excellence.

GOAL 3: The belief of fostering integrity, imagination and social moral responsibility.

GOAL 4: Set high expectations for student achievement.

GOAL 5: Encourage lifelong learning and strong community partnership.





Architectural Design Narrative

Section 2



Design Goals

The design team will strive to provide the following elements in the new program:

- A welcoming and open community space for parents and other Visitors
- A building plan that can be operated under modern security Standards
- An energy efficient building that provides occupants with a comfortable environment in which to work
- An efficient plan that can accommodate both the elementary, junior and senior high schools within on building on one parcel.
- A building that provides high quality learning environments by providing access for students to natural light,
- Flexible workspaces and integrated technology.



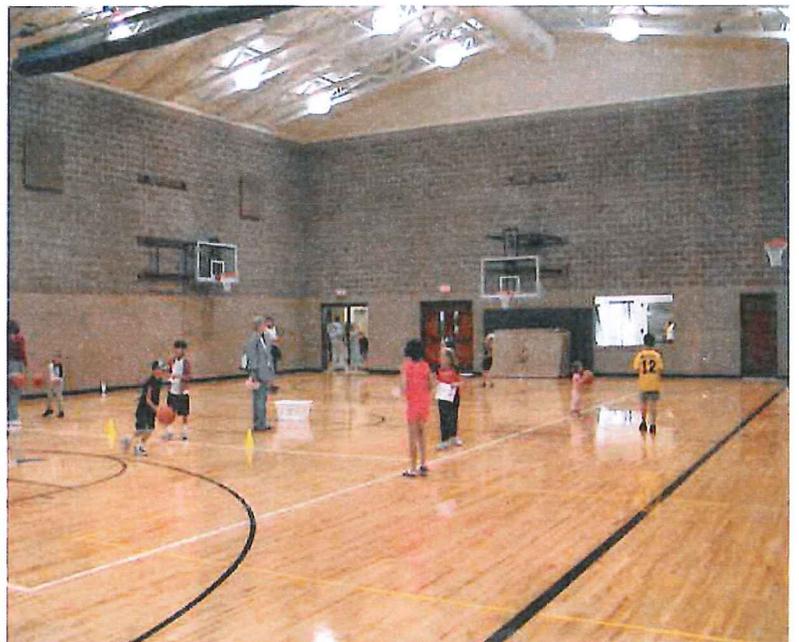
Design Principles Based on Student Guidelines

Sherman County's guiding purpose is to educate each student to be a productive and mature citizen. To that end, the new facility will be measured on its capacity to provide for the following core values of the District:

- **Relentless Commitment** - That inspires growth as a learner.
- **New Horizons** – Willingness to risk stretching beyond what one currently knows.
- **Insight** – The insight to engage in self-assessment of ones strengths and weaknesses.
- **Reliability** - The fortitude to be present daily.
- **Reflection** – To reflect on prior knowledge and apply new learning.

While fostering the above principles and guidelines, the facility should also be a safe, nurturing environment, built responsibly and efficiently, striving to provide the qualities below to its occupants:

- **Sustainability**
- **Natural light**
- **Flexibility**
- **Integrated technology**
- **Security**
- **Access to outdoors**



Design Process

This program report reflects analysis of the Sherman County School District's elementary school, along with information gathered during our Pre-Design meetings with the District's Facilities Planning Committee and during on-site observations.

Team members have toured the two existing schools in order to determine current local school context and conditions. Schools Toured include:

- **Grass Valley Elementary**
- **Moro Jr./Sr. High School**

In addition, the team has surveyed the existing building site/location for the new elementary school and has gathered information regarding its environment, natural setting, urban context, neighbors, light and sound qualities, and other contextual aspects that will affect the future elementary school.

Following building and site analysis and pre-design meetings, Sherman County School District participants and potential building users were asked to issue feedback and direction about specific modifications and improvements to the prototype that are to be incorporated into the new elementary school design.

The elementary program, along with information from Q and A sessions and information gathered during pre-design meetings make up the basis for the program presented in this report that will ultimately comprise the new elementary school design.



Program Summary

Site Summary

Program by Area	Units	SF/Unit	Cost/SF	Total Cost
Site Work				
Greenhouse	-	1,140	\$40	\$45,600
Ball Fields	2	-	\$20,000	\$40,000
Parking	-	27,823	\$10	\$278,230
Playgrounds (North, South, Pre-School)	-	14,182	\$5	\$70,910
Covered Play Shed	1	58,680	\$25	\$56,680
Road Work	-	49,535	\$8	\$396,280
Total				\$887,700

Note: Bus Lane/Loading Zone to accommodate High School, Jr. High and Elementary students.

Building Program Summary

Program by Room	Square Feet/Unit	Cost/SF	Total Cost
Classroom & Instructional Spaces			
Classrooms (Preschool)	1,020	\$200	\$204,000
Classrooms (K – 6 / Title)	7,600	\$200	\$1,520,000
Flex Space #1	454	\$120	\$54,480
Flex Space #2	561	\$120	\$67,320
Speech/ Language Office	155	\$200	\$31,000
English	805	\$120	\$96,600
Spanish	728	\$120	\$87,360
Social Studies	728	\$120	\$87,360
After School (TAG/SKORE) suggest using classroom after hours	561	\$120	\$67,320
Totals	12,612		\$2,215,440

Program by Room	Square Feet/Unit	Cost/SF	Total Cost
Administrative Spaces			
Restroom	61	\$120	\$7,320
Superintendent Office	176	\$120	\$21,120
Conference	221	\$120	\$26,520
Principal Office	179	\$120	\$21,480
Time Out	62	\$120	\$7,440
Health	85	\$120	\$10,200
Admin Assistant	89	\$120	\$10,680
Lobby	187	\$120	\$22,440
Reception	156	\$120	\$18,720
Business Manager	98	\$120	\$11,760
Secretary	98	\$120	\$11,760
Old Entry	153	\$120	\$18,360
Hallway	263	\$120	\$31,560
Counselor	155	\$200	\$31,000
Totals	1,983		\$250,360



<i>Program by Room</i>	<i>Square Feet/Unit</i>	<i>Cost/SF</i>	<i>Total Cost</i>
Arts and Music			
Flex Room (Arts)	1,287	\$200	\$257,400
Flex Room (Music- Conceptual Plan #5)	960	\$200	\$192,000
Totals	2,247		\$449,400

<i>Program by Room</i>	<i>Square Feet/Unit</i>	<i>Cost/SF</i>	<i>Total Cost</i>
Gymnasium / Cafeteria / Commons			
Gymnasium	5,868	\$200	\$1,173,600
Gymnasium (Conceptual Plan #6)	9,869	\$200	\$1,973,800
Office	240	\$200	\$48,000
Storage	360	\$200	\$72,000
Totals	16,337		\$3,267,400

<i>Program by Room</i>	<i>Square Feet/Unit</i>	<i>Cost/SF</i>	<i>Total Cost</i>
Lobby/Circulation			
Gathering	3,875	\$200	\$775,000
Hallway	1,732	\$200	\$346,400
Vestibule	675	\$120	\$81,000
Totals	6,282		\$1,202,400

<i>Program by Room</i>	<i>Square Feet/Unit</i>	<i>Cost/SF</i>	<i>Total Cost</i>
Relocated Agriculture Building			
Vocational Agriculture/Agriculture Science	5,360	\$200	\$1,072,000
Concessions Booth	200	\$200	\$44,000
Totals	5,560		\$1,112,000

<i>Program by Room</i>	<i>Square Feet/Unit</i>	<i>Cost/SF</i>	<i>Total Cost</i>
Support			
Kitchen	1,266	\$200	\$253,200
Loading Dock	380	\$200	\$76,000
Fire Control Room	95	\$200	\$19,000
Electrical Room	120	\$200	\$24,000
Girls and Boys Lockers	440	\$200	\$88,000
Girls and Boys Restrooms	427	\$120	\$51,240
New Server Room	118	\$120	\$14,160
Old Office and Work Room	720	\$120	\$86,400
Totals	3,566		\$612,000



Detailed Room Data

CLASSROOMS & INSTRUCTIONAL AREAS

Classrooms (K-6, Title, Spec. Ed, Pre-School)

The classrooms placed within the new elementary school to support the school's instructional programs should be clustered to form neighborhoods. Each of these neighborhoods would contain an activity area that could be used for neighborhood gatherings and large group instructional activities. The design should incorporate enough flexibility to support ungraded classes. Teachers should be provided with appropriate office space for instructional planning and storage of professional materials and instructional supplies. Implications:

- Create a feeling of personalization as well as group identity.
- Offer a professional setting that encourages teachers and other school staff members to collaborate in the design and preparation of educational programs and instructional activities.
- Provide a flexible meeting area adjacent to classrooms that can facilitate student gatherings, cooperative learning activities, and neighborhood events.
- Provide space to display student work.
- Separate classrooms with tenant walls which, because they are not weight-bearing, can be moved at a later time to reconfigure the neighborhood area.



- **Net Area:** 950 square feet
- **Ceiling Height:** 10'+
- **Number of Occupants:** 15-20
- **Overview:** The ideal classroom offers a variety of instructional modes, furniture layouts, and work areas.
- **Adjacency Requirements:** Flex, visual connection to flex area/hallway
- **Acoustical Criteria:** <0.6 sec reverberation time, with the capability to be modified/adapted to be reduced to 0.3 sec; 35dBA/55 dBC indoor to outdoor noise, requires STC 30 to 50 exterior wall/window depending on outside noise levels; STC 50 between classrooms; STC 35 to toilet rooms; Impact Insulation Class (IIC): > 45 IIC for typical use room floor/ceiling systems for rooms above classrooms (up to 65 IIC for more active spaces); Background Noise from HVAC, etc.: 35 dBA max/55 dBC max (greatest 1 hour average)
- **Audio-Visual Criteria:** projector or LCD screen, input for laptop, simple control panel, optional speech enhancement system
- **Lighting Criteria:** 30-35fc, linear pendant direct/indirect luminaires, daylight harvesting (dimming), dual technology occupancy sensors
- **Plumbing Criteria:** (1) sink
- **Power Criteria:** Charging for student devices
- **Data and Communications Criteria:** Wifi, wired connection for teacher
- **Room Finishes:** Writable surfaces, tackable walls, gypsum board walls, resilient flooring or carpet tile TBD, acoustic ceiling tile
- **Furnishings and Equipment:** Student desks, teacher desk
- **Special Storage Requirements:** Classroom materials, teacher files, student cubbies.

Support

- **Net Area:** 150 sf each
- **Lighting Criteria:** 15-20fc, recessed and vanity luminaires, ultrasonic occupancy sensor
- **Plumbing Criteria:** (2) lav, (2) vessels
- **Room Finishes:** ceramic tile, gypsum wall board, ceiling TBD

Janitors' Closet

- **Net Area:** 75 sf
- **Lighting Criteria:** 15-20fc, linear strip luminaire with wire guard, occupancy sensor/switch
- **Plumbing Criteria:** (1) floor sink
- **Room Finishes:** ceramic tile, gypsum wall board, exposed ceiling

After School (TAG/SKORE) Room

- **Net Area:** 560 square feet
- **Ceiling Height:** 8'-10'
- **Number of Occupants:** 10-12 people
- **Overview:** Small group work and longer term projects need a home. Visibility into classrooms allows for supervision and observation.
- **Adjacency Requirements:** Flex, Classroom
- **Acoustical Criteria:** Reverberation Time < 0.6 sec; STC to classrooms: STC 45; Background Noise from HVAC, etc.: 35 dBA max/55 dBC max (greatest 1 hour average); Impact Insulation Class (IIC): > 45 IIC for typical use room floor/ceiling systems for rooms above classrooms (up to 65 IIC for more active spaces)
- **Audio-Visual Criteria:** NA
- **Lighting Criteria:** 25-30fc, linear pendant direct/indirect luminaires, occupancy sensor/switch
- **Plumbing Criteria:** NA
- **Power Criteria:** In-table power for devices*
- **Data and Communications Criteria:** Wifi
- **Room Finishes:** gypsum board walls, resilient flooring or carpet tile TBD, acoustic ceiling tile
- **Furnishings and Equipment:** Work table, seating
- **Special Storage Requirements:** Materials storage



SHARED ADMINISTRATIVE AREAS

Admin. Offices

- **Net Area:** 100 square feet
- **Ceiling Height:** 9'
- **Number of Occupants:** 1-4
- **Overview:** Separate space for focused work.
- **Adjacency Requirements:** Administrative areas
- **Acoustical Criteria:** STC to other spaces: STC 45; Background Noise from HVAC, etc.: 40 dBA max
- **Audio-Visual Criteria:** NA
- **Lighting Criteria:** 25-30fc, linear direct/indirect luminaires, natural daylight, occupancy sensor/switch
- **Plumbing Criteria:** NA
- **Power Criteria:** Standard
- **Data and Communications Criteria:** Wifi, wired connection for desk
- **Room Finishes:** carpet tile flooring, painted gypsum board walls, acoustical ceiling tile
- **Furnishings and Equipment:** desk
- **Special Storage Requirements:** file storage

Administration Lobby (Shared)

The central reception/administration center of the elementary and high school should support the work of the school's administrative, counseling, and student services team as they coordinate the instructional program, student activities, and student services. It should be located adjacent to the school's front entry to provide easy access for visitors, school personnel, and students. In addition, it should place the administrative staff responsible for providing leadership and supervision of the school in a physical location that makes that possible.

Implications:

- Provide a welcoming and attractive environment that reflects both student centeredness and a professional atmosphere.
- Enable the school's administrative staff to effectively manage the daily operations of the school.
- Support counseling and student-services efforts to enhance the personal worth and dignity of each individual student.

Net Area: 400 square feet

Ceiling Height: 10'+

Number of Occupants: 8-10

Overview: Reception and check-in vestibule

Adjacency Requirements: Administrative areas

Acoustical Criteria: Reverberation Time < 0.4 sec

Audio-Visual Criteria: LCD Information Display*

Lighting Criteria: 20-25fc, recessed volumetric and pendant accent luminaires, natural daylight, infrared passive type occupancy sensors

Plumbing Criteria: power for reception desk

Power Criteria: power for reception desk

Data and Communications Criteria: Wifi

Room Finishes: carpeted tile, gypsum board, acoustical ceiling.

Furnishings and Equipment: Soft Seating, minimal

Special Storage Requirements: NA

Counselor Office

Net Area: 100 square feet

Ceiling Height: 10'

Number of Occupants: 2

Overview: Private meetings with students or groups of students.

Adjacency Requirements: Student hallways, principal's office, time-out room

Acoustical Criteria: STC to other spaces: STC 55-60 (confidential); Background Noise from HVAC, etc.: 40 dBA max
Audio-Visual Criteria: NA



Lighting Criteria: 25-30fc, linear direct/indirect luminaires, natural daylight, occupancy sensor/switch
Plumbing Criteria: NA
Power Criteria: NA

Data and Communications Criteria: Wired connection for counselor
Room Finishes: carpet tile flooring, painted gypsum board walls, acoustical ceiling tile
Furnishings and Equipment: Desk, multiple seats
Special Storage Requirements: File storage

Secretarial & Receptionist Area

Net Area: 300 square feet
Ceiling Height: 10'
Number of Occupants: 2-4
Overview: Administrative staff who support the daily functioning of the school.
Adjacency Requirements: Principal's office, staff work room, front entry/security vestibule
Acoustical Criteria: STC to other spaces: STC 45; Background Noise from HVAC, etc.: 40 dBA max
Audio-Visual Criteria: NA
Lighting Criteria: 20-30fc, recessed volumetric luminaires, passive infrared occupancy sensor

Plumbing Criteria: NA
Power Criteria: TBD
Data and Communications Criteria: Wired connections, Wifi
Room Finishes: carpet flooring, painted gypsum board walls, acoustical ceiling tile
Furnishings and Equipment: desks, cabinetry, work surfaces
Special Storage Requirements: file and supply storage

ARTS AREAS

Music Room

Each new elementary school's music program area should contain specialized instructional spaces designed to support a comprehensive music curriculum that is developmentally appropriate to its students.

Implications:

- **Provide a physical environment that offers the instructional flexibility to engage students in individual, small-group, and large group activities.**
- **Provide adequate storage for instructional supplies, musical instruments, and equipment.**
- **Offer sufficient sound treatment to create an effective teaching environment.**

Net Area: 1,280 sf +
Ceiling Height: 10' +
Number of Occupants: 20
Overview: the music room accommodates music classes throughout the day, changing students entirely every class period. two entrances facilitate this quickly. A noisy room, it needs to be located so as not to disrupt other classes. adjacency to the stage is a plus.
Adjacency Requirements: Stage, music equipment storage
Acoustical Criteria: Diffusion on, and articulation of, walls to enhance sound, absorption back wall to reduce echo; STC 60 to other learning spaces; Background Noise from HVAC, etc.: 35 dBA/55 dBC max; Door seals and potentially acoustical doors for high STC adjacencies; High ceiling (> 24' if possible); Ceiling absorption over most of the

ceiling, plus ceiling reflectors near the stage, and diffusers scattered throughout for best results
Audio-Visual Criteria: projector or LCD screen, input for laptop, simple control panel, optional speech enhancement system.
Lighting Criteria: 30-35fc, dimmable linear pendant direct/indirect luminaires, natural daylight, dual technology occupancy sensors
Plumbing Criteria: N/A
Power Criteria: standard
Data and Communications Criteria: wifi
Room Finishes: carpet tile or resilient flooring, gypsum board walls, ceiling TBD
Furnishings and Equipment: Piano, riser platforms,
Special Storage Requirements: musical instrument storage.



Art Classroom

Net Area: 1,200 square feet

Ceiling Height: 10'+

Number of Occupants: 15-20

Overview: The ideal art classroom offers flexible work areas for different art projects.

Adjacency Requirements: Visual connection to flex area/hallway

Acoustical Criteria: <0.6 sec reverberation time, with the capability to be modified/adapted to be reduced to 0.3 sec; 35dBA/55 dBC indoor to outdoor noise, requires STC 30 to 50 exterior wall/window depending on outside noise levels; STC 50 between classrooms; STC 35 to toilet rooms; Impact Insulation Class (IIC): > 45 IIC for typical use room floor/ceiling systems for rooms above classrooms (up to 65 IIC for more active spaces); Background Noise from HVAC, etc.: 35 dBA max/55 dBC max (greatest 1 hour average)

Audio-Visual Criteria: projector or LCD screen, input for laptop, simple control panel, optional speech enhancement system

Lighting Criteria: 30-35fc, linear pendant direct/indirect luminaires, daylight harvesting (dimming), dual technology occupancy sensors

Plumbing Criteria: (3-4) sinks for cleaning art supplies with drain traps

Power Criteria: Charging for student devices

Data and Communications Criteria: Wifi, wired connection for teacher

Room Finishes: Writable surfaces, tackable walls, gypsum board walls, resilient flooring TBD, acoustic ceiling tile

Furnishings and Equipment: art desks, teacher desk
Special Storage Requirements: Classroom materials, teacher files, supply cabinets and storage cubbies.

Industrial Art Building

Net Area: 4,000 square feet

Ceiling Height: 15'+

Number of Occupants: 20-25

Overview: Flexible work areas for different shop projects.

Adjacency Requirements: Accessory building separate from main building.

Acoustical Criteria: <0.6 sec reverberation time, with the capability to be modified/adapted to be reduced to 0.3 sec; 35dBA/55 dBC indoor to outdoor noise, requires STC 30 to 50 exterior wall/window depending on outside noise levels; STC 50 between classrooms; STC 35 to toilet rooms; Impact Insulation Class (IIC): > 45 IIC for typical use room floor/ceiling systems for rooms above classrooms (up to 65 IIC for more active spaces); Background Noise from HVAC, etc.: 35 dBA max/55 dBC max (greatest 1 hour average)

Audio-Visual Criteria: projector or LCD screen, input for laptop, simple control panel, optional speech

enhancement system at classroom.

Lighting Criteria: 30-35fc, linear pendant direct/indirect luminaires, daylight harvesting (dimming), dual technology occupancy sensors

Plumbing Criteria: (2-4) sinks for clean up

Power Criteria: 220V for industrial shop machinery, 110V drop cords for hand tools, 110V quad-plex wall outlets for convenience.

Data and Communications Criteria: Wifi, wired connection for shop teacher

Room Finishes: Writable surfaces in classroom, gypsum board walls with paint, concrete flooring TBD, acoustic ceiling tile in classroom, open to structure in shop.

Furnishings and Equipment: student desks, teacher desk, work tables for projects.

Special Storage Requirements: Shop tools, building materials, teacher files, supply cabinets and storage cubbies.



GYMNASIUM /COMMONS / CAFETERIA

Gynasium / Locker Rooms

Net Area: 5,900

Ceiling Height: 25' minimum

Number of Occupants: assembly

Overview: one room that functions as gymnasium, cafeteria, performance hall, and waiting area, can be subdivided via curtains or other partitions.

Adjacency Requirements: stage, commons, main entrance, bus/parent drop off.

Acoustical Criteria: STC to learning spaces: STC 60-70; Background Noise from HVAC, etc.: 40 dBA/60

dBc max; Potentially Acoustical Door/Frame systems to limit noise to other learning areas; Reverberation time < 0.9 seconds for typical use, < 0.7 for "teaching space" uses; Absorption on walls, covering at least 30% of two walls (preferably all walls); Ceiling absorption for entire ceiling; Door seals and potentially acoustical doors for high STC adjacencies

Audio-Visual Criteria: speakers on wall or at trusses to allow PA for large public meetings, sports events, assemblies and graduation ceremonies. Inputs on appropriate walls for microphones, iPod, laptop, monitors.

Lighting Criteria: 40-50fc, multi-lamp linear pendant high bay luminaires with wire guards, multi-zone lighting control capability, daylight harvesting (dimming), high bay occupancy sensors

Plumbing Criteria: 2 sinks each in locker room, 3 wc's, drinking fountain, bottle filler in gym

Power Criteria: maintenance, servery, performance A/V equipment.

Data and Communications Criteria: TBD

Room Finishes: Paint, polished concrete floors, painted gypsum board ceilings at Lockers TBD in Gym.

Furnishings and Storage Equipment: Benches, lockers.



Platform/Stage (& Lift)

Net Area: 550 square feet

Overview: the stage is a raise platform to host children's singing performances, plays and the like. floor to be 30" above floor of adjacent multipurpose room.

Acoustical Criteria: Curtains provide sound absorption; Movable wall or curtain separating Platform from Music Room; Angled walls, if possible, to send sound out to audience; AV: speakers at proscenium, inputs on stage for microphones, laptop, monitors, etc.; Optional portable acoustical stage shell for enhancing group presentation Audio-Visual Criteria:

microphone amplification, speakers, P/A system
TBD

Lighting Criteria: stages lighting with controls and 15-20fc, linear strip luminaire with wire guard, passive infrared occupancy sensor

Power Criteria: sufficient for equipment

Room Finishes: wood floor, exposed ceiling, possible acoustical treatment on walls, curtains

Special Storage Requirements: stage equipment/props/musical/audio-visual equipment.



Drama Storage

Net Area: 50 square feet

Ceiling Height: exposed

Number of Occupants: unoccupied, storage

Overview: storage space for stage props and musical instruments

Adjacency Requirements: stage, music room

Acoustical Criteria: NA

Audio-Visual Criteria: NA

Lighting Criteria: 15-20fc, linear strip luminaire with wire guard, occupancy sensor/switch

Plumbing Criteria: NA

Power Criteria: standard

Data and Communications Criteria: NA

Room Finishes: exposed ceiling, resilient flooring

Furnishings and Equipment: storage racks for equipment

Special Storage Requirements: Drums, keyboards, A/V equip.



Commons

Net Area: 1,800 square feet

Ceiling Height: 20+

Number of Occupants: assembly

Overview: One room that functions as cafeteria, assembly hall, and waiting area.

Adjacency Requirements: Kitchen, gymnasium, main entrance, bus/parent drop off.

Acoustical Criteria: STC to learning spaces: STC 60-70; Background Noise from HVAC, etc.: 40 dBA/60 dBC max; Potentially Acoustical Door/Frame systems to limit noise to other learning areas; Reverberation time < 0.9 seconds for typical use, < 0.7 for "teaching space" uses; Absorption on walls, covering at least 30% of two walls (preferably all walls); Ceiling absorption for entire ceiling; Door seals and potentially acoustical doors for high STC adjacencies.

Audio-Visual Criteria: speakers on wall or at trusses to allow PA for large public meetings.

Lighting Criteria: 40-50fc decorative high bay fixtures.

Plumbing Criteria: NA

Power Criteria: standard

Data and Communications Criteria: TBD

Room Finishes: exposed ceiling, resilient flooring or polished concrete

Furnishings and Equipment: fold up lunch tables, chairs for seating for functions, assemblies.



Preliminary Building & Zoning Code Analysis

Section 3

Preliminary Building Code Analysis

Elementary School Addition to Existing High School

Based on 2010 Oregon Structural Specialty Code, with 2012 amendments

Chapter 3: Occupancy

Section 305 – Educational Group E:

Educational purposes through the twelfth grade

Chapter 5: General building heights and areas

Table 503:

Group E

Type V-B = 9,500 SF/floor, 1 story, max/ 40 feet maximum height

Type V-A = 18,500 SF/floor, 1 story, max/50 feet max. height

506 Allowable increases:

Equation 5-1 with Type V-B Construction assumed

$$A_a = \{A_t + [A_t \times I_f] + [A_t \times I_s]\}$$

$$A_a = [9,500 + (9,500 \times 0.58) + (9,500 \times 3)] = \mathbf{43,510 \text{ SF/Floor, Allowable}}$$

Equation 5-2

$$I_f = [F/P - 0.25]W/30$$

$$I_f = [750/900 - 0.25]30/30 = 0.58$$

508 Mixed Use and Occupancy

508.2.5 Incidental Accessory Occupancies. The accessory occupancies listed in Table 508.2.5 shall be separated from the remainder of the building or equipped with an automatic fire-extinguishing system, or both.

Table 508.2.5:

Furnace room where any piece of equipment is over 400,000 Btu per hour input.....1-hour or provide sprinkler
Rooms with boilers where the largest piece of equipment of over 15psi and 10 horsepower ...1-hour or provide sprinkler



Chapter 6: Types of Construction

602.5: Type V-B, any materials, non-rated assemblies

From Table 601:

Structural frame –	0-hr
Bearing walls, int. & ext. –	0-hr
Roof –	0-hr

From Table 602:

For type V-B construction, Group E Occupancy having walls with greater than 10 feet fire separation distance (10' or more from property line, assumed property or centerline of adjacent public way) may be un-rated. Wall with less than 30 feet of fire separation must be one-hour rated.

Chapter 7: Fire-Resistant Rated Construction

705 - Exterior Walls:

705.2 Projections. Buildings on one lot and considered as portions of one building in accordance with 705.3 are not required to comply with this section.

705.3 Buildings on the Same Lot. For the purposes of determining the required wall and opening protection, projections and roof covering requirements, buildings on the same lot shall be assumed to have an imaginary line between them.

Exception: Two or more buildings on the same lot shall be regulated as separate buildings, or shall be considered as portions of one building if the aggregate area of such building is within the limits specified in Chapter 5 for a single building.

Section 706 – Fire Walls:

706.2 Structural Stability. Fire walls shall have sufficient structural stability under fire conditions to allow collapse of construction on either side without collapse of the wall for the duration of the time indicated by the required fire-resistance rating.

Table 706.4 Fire-Resistance Rating. Fire walls in Group E Occupancies shall have a fire-resistance rating of not less than 3 hours.

Exception a: In Type V construction, walls shall be permitted to have a 2-hour fire-resistance rating.

706.5 Horizontal continuity. Fire walls shall be continuous from exterior wall to exterior wall and shall extend at least 18 inches beyond the exterior surface of exterior walls.

706.5.2 Horizontal Projecting Elements. Fire walls shall extend to the outer edge of horizontal projecting elements such as...roof overhangs...and similar projections that are within 4 feet of the fire wall.

Exception 3: For combustible horizontal projecting elements with concealed spaces, the fire wall need only extend through the concealed space to the outer edges of the projecting elements. The exterior wall behind and below the projecting elements shall be of not less than 1-hour fire-resistance rated construction for a distance of not less than the depth of the projecting elements on both sides of the fire wall. Openings within such exterior walls shall be protected by opening protectives having a fire-protection rating of not less than 3/4 hour.

706.6 Vertical continuity. Fire walls shall extend from the foundation to a point at least 30 inches above both adjacent roofs.



Exception 4: In Type V construction, wall shall be permitted to terminate at the underside of combustible roof sheathing or decks, provided:

- 4.1 There are no openings within 4 feet of the fire wall.
- 4.2 the roof is covered with a minimum Class B roof covering, and
- 4.3 The roof sheathing is constructed of fire-retardant-treated wood for a distance of 4 feet on both sides of the wall.

706.8 Openings. Each opening through a fire wall shall be protected in accordance with Section 715.4, and shall not exceed 156 square feet. The aggregate width of openings at any floor level shall not exceed 25 percent of the length of the wall.

Exception 2: Openings shall not be limited to 156 square feet where both buildings are equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

707 – Fire Barriers:

707.5 Continuity. Fire barriers shall extend from the top of the floor/ceiling assembly to the underside of the floor or roof sheathing, slab or deck above and shall be securely attached thereto. Such fire barriers shall be continuous through concealed spaces, such as the space above a suspended ceiling.

707.6 Openings: Openings in Fire barrier walls shall be protected in accordance with Section 715 and the aggregate width of openings shall not exceed 25 percent of the length of the wall, and the maximum area of any single opening shall not exceed 156 square feet.

Exception 1: Openings shall not be limited to 156 square feet where adjoining floor areas are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

709 – Fire partitions

Corridor walls as required by 1018.1

710 – Smoke Barriers

710.3 Smoke barriers shall be of 1-hour rated fire-resistance construction.

710.4 Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation of floor/ceiling assembly below to the underside of the floor or roof sheathing above, including continuity through concealed spaces.

715 - Opening Protectives

Table 715.4 Fire Door and Fire Shutter Fire Protection Ratings		
Type of Assembly	Req'd Assembly Rating (hours)	Min. Fire Door Assembly Rating (hours)
Fire Walls	2	1 1/2
Fire Barriers:		
Shaft Walls	1	1
Other Fire Barriers	1	3/4
Smoke Barriers	1	1/3



716 – Ducts and Air Transfer Openings

716.1.1 Ducts that penetrate fire-resistance-rated assemblies and are not required by this section to have dampers shall comply with the requirements of Sections 713.2 through 703.3.3.

716.5 Fire dampers, smoke dampers and combination smoke/fire dampers shall be provided at the locations prescribed in Sections 716.5.1 through 716.5.7 and 716.6.

716.5.2.1 A listed smoke damper designed to resist the passage of smoke shall be provided at each point a duct or air transfer opening penetrates a fire barrier that serves as a horizontal exit.

Chapter 8: Interior Finishes

Table 803.5, Interior Wall and Ceiling finish requirements by occupancy:

Group E occupancy, Non-Sprinklered	
Vertical exits –	B
Corridors –	B
Rooms and enclosed spaces –	C

Chapter 9: Fire protection systems

903.2.3 Group E:

Fire sprinklers shall be provided throughout all buildings containing E occupancies where the fire area is greater than 20,000 square feet

906 – Portable Fire extinguishers:

Shall be provided in occupancies and locations as required by the *Oregon fire Code*, 906.1

906.1.1 In new Group E occupancies

906.1.2 Within 30 feet of commercial cooking equipment

907 – Fire Alarm & Detection Systems:

907.2. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings in accordance with Section 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers, a single fire alarm box shall be installed.

907.2.3 Group E. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception 3: Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, the notification appliances will activate on sprinkler waterflow and manual activation is provided from a normally occupied location.



Chapter 10: Means of egress

1004 – Occupant Load:

1004.3 Every room or space that is an Assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place the main exit or exit access doorway from the room or space.

1006 – Means of Egress Illumination

1006.1 The means of egress, including the exit discharge, shall be illuminated at all times the building space served by the means of egress is occupied.

1006.2 The means of egress illumination level shall not be less than 1-foot-candle at the walking surface.

Exception: For auditoriums...and similar assembly occupancies, the illumination at the walking surface is permitted to be reduced during performances to not less than 0.2 foot-candle, provided that the required illumination is automatically restored upon activation of a premises' fire alarm system.

1006.3 The power supply for the means of egress illumination shall normally be provided by the premises' electrical supply.

The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator.

1008 – Doors

1008.1.2 Door swing. Doors shall swing in the direction of egress travel where serving an occupant load of 50 or more.

1008.1.3 The opening force for interior side-swing doors without closers shall not exceed a 5 lb force. For other side-swing, sliding and folding doors, the door latch shall release when subjected to a 15 lb force. The door shall be set in motion when subjected to a 30 lb force. The door shall swing to a full-open position when subjected to a 15 lb force. Forces shall be applied to the latch side.

1008.1.5 Floor elevation. Level landings required on both sides of all doors. Such floor or landing shall be at the same elevations on each side of the door. Exterior landings may slope 0.25:12.

1005.1.6 Landings at doors. Landings shall have a width not less than the width of the stairway or the door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches. When a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches.

1008.1.7 Thresholds. Thresholds at door ways shall not exceed... 0.5 inch... Raised thresholds and floor level changes greater than 0.25 inch at doorways shall be beveled with a slope not greater than one unit vertical in 2 units horizontal.

1008.1.8 Door Arrangement. Space between two doors in series shall be 48 inches minimum, plus the width of a door swinging into the space. Doors in series shall swing...in the same direction.

1008.1.10 Panic and fire exit hardware. Doors a Group A or E occupancy having an occupant load of 50 or more ... shall not be provided with a latch or lock unless it is panic hardware or fire exit hardware."



1009 – Stairways

1009.1 The width of stairways shall be determined as specified in Section 1005.1, but such width shall be not less than 44 inches, and not less than 48 inches at accessible means of egress stairways.

1009.11 Stairways shall have handrails on each side and shall comply with Section 1012

1010 – Ramps

1010.2 Ramps used as part of the means of egress shall have a running slope not steeper than one unit vertical in 12 units horizontal.

1010.6 Ramps shall have landings at the bottom and top of each ramp.

1010.6.2 Landings shall be at least as wide as the ramp run adjoining the landing

1010.6.3 Landings shall be no less than 60 inches in length, minimum.

1010.6.4 Where changes in direction of travel occur at landings provided between ramp runs, the landing shall be 60 inches by 60 inches, minimum.

1010.8 Ramps with a rise greater than 6 inches shall have handrails on both sides. Handrails shall comply with Section 1012.

1010.9 Edge protection complying with Sections 1010.9.1 or 1010.9.2 shall be provided on each side of ramp runs and at each side of ramp landings.

1010.10 Guards shall be provided where required by Section 1013 and shall be constructed in accordance with Section 1013.

1011 – Exit Signs

1011.1 Where required. ...Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants.

1011.2 Illumination. Exit signs shall be internally or externally illuminated. Tactile signs need not be illuminated.

1011.3 Tactile exit signs complying with ICC A117.1 shall be provided adjacent to each door to an exit passageway and the exit discharge.

1011.4 Internally illuminated exit signs. ...Installed in accordance with the manufacturer's instructions and Section 2702. Exit signs shall be illuminated at all times.

1011.5 Externally illuminated signs. Shall comply with 1011.5.1 thru 1011.5.3

1012 – Handrails

1012.1 Where required. Handrails required for ramps by 1010.8 shall comply with Sections 1012.2 through 1012.7.

1012.2 Height. Handrail height measured above finish surface of ramp slope shall be uniform, not less than 34 inches and not more than 38 inches.

1012.3 Handrail graspability. Handrails with a circular cross-section shall have an outside diameter of at least 1.25 inches and not greater than 2 inches or shall provide equivalent graspability.

1012.4 Continuity. Handrail gripping surfaces shall be continuous, without interruption by newel posts or other obstructions.

1012.5 Handrail extensions. Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of and adjacent...ramp run. At ramps where handrails are not continuous between runs, the handrail shall extend horizontally above the landing 12 inches minimum beyond the top and bottom ramps.



1013 - Guards

1013.3 Opening limitations:

Open guards shall have balusters or ornamental patterns such that a 4-inch-diameter sphere cannot pass through any opening up to a height of 34 inches. From a height of 34 inches to 42 inches above the adjacent walking surfaces, a sphere 8 inches in diameter shall not pass.

1014 – Exit Access

1014.2 Intervening spaces:

1. Egress from a room or space shall not be through adjoining or intervening rooms or areas, except where such adjoining rooms or areas are accessory to the area served; are not a high-hazard occupancy and provide a discernable path of egress travel to an exit.
2. An exit access shall not pass through a room that can be locked to prevent egress.

1014.3 – common path of egress travel

Shall not exceed 75 feet for an E occupancy

1015 – Exit and exit access doorways

1015.1 Two exits or exit access doorways from any space shall be provided where one of the following conditions exist:

1. When the occupant load exceeds the values in Table 1015.1 (49 for E occupancy)
2. Where the common path of travel exceeds one of the limitations in Section 1014.3

1015.3 Boiler rooms

Two exits required when floor area exceeds 500 SF and any fuel fired equipment exceed 400,000 Btu's.

1016- Exit access travel distance

1016.1 Travel distance limitations. Exits shall be so located on each story such that the maximum length of exit access travel, measured from the most remote point within a story along the natural and unobstructed path of egress travel to an exterior exit door at the level of exit discharge...shall not exceed the distances given in Table 1016.1.

Table 1016.1, for E occupancy: With sprinkler – 250 feet

1018 – Corridors

1018.1: Corridors shall be fire-resistance rated in accordance with Table 1018.1. The corridor walls required to be fire-resistance rated shall comply with Section 709 for fire partitions.

Table 1018.1 – Corridor Fire Resistance Rating:

Occupancy	Occupant Load Served By Corridor	Required Rating(hr) With Sprinklers
E	Greater than 30	0

1018.4 – Dead ends

No dead ends over 20 feet are permitted.

1018.5 – Air movement

Corridors shall not serve as supply, return, exhaust, relief or ventilation air ducts



Exception 1: Use of a corridor as a source of makeup air for exhaust systems in rooms that open directly onto such corridors, including toilet rooms and janitor closets shall be permitted, provided that each corridor is directly supplied with outdoor air at a rate greater than the rate of makeup air taken from the corridor.

1021 – Number of exits

1021.1 All spaces shall have access to the minimum number of approved independent exits as specified in Table 1021.1 based on the occupant load of the story.

Table 1021.1: 2 exits per story from each story with an occupant load between 1 and 500.

1025 – Horizontal Exits

1025.2 The separation between buildings or refuge areas connected by a horizontal exit shall be provided by a fire wall complying with Section 706 or a horizontal assembly complying with Section 712, or both. The minimum fire-resistance rating of the separation shall be 2 hours. Opening protectives in horizontal exits shall also comply with Section 715. Duct and air transfer openings in a horizontal exit shall also comply with Section 716.5.2.1.

1025.3 Fire doors in horizontal exits shall be self-closing or automatic closing when activated by a smoke detector in accordance with Section 715.4.8.3.

1027 – Exit Discharge

1027.1 Exits shall discharge directly to the exterior of the building. The exit discharge shall be at grade or shall provide direct access to grade. The exit discharge shall not re-enter the building.

1028 – Assembly

1028.2 Assembly occupancies accessory to Group E occupancies that have an occupant load of greater than 300 shall be provided with a main exit. The main exit shall be of sufficient width to accommodate not less than one-half of the occupant load, but such width shall be not less than the total required width of all means of egress leading to the exit.

Exception: In assembly occupancies where there is no well-defined main exit or where multiple main exits are provided, exits shall be permitted to be distributed around the perimeter of the building.

1028.8 Common Path of Egress Travel shall not exceed 30 feet from any seat to a point where an occupant has a choice of two paths of egress travel to two exits.

Chapter 11: Accessibility

1102 - Definitions:

Affected Buildings – ORS 447.210(1) "... includes any government building that is subject to Title II of the ADA..."

1103 – Scoping Requirements:

1103.1 Sites, building, structures, facilities, elements and spaces shall be accessible to persons with physical disabilities.



1104 – Accessible Route:

- 1104.1 Accessible routes within the site shall be provided from public transportation stops, accessible parking, accessible passenger loading zones; and public streets or sidewalks to the accessible building entrance served.
- 1104.2 Within a site, at least one accessible route shall connect accessible buildings, accessible facilities, accessible elements and accessible spaces that are on the same site.
- 1104.3 When a building or portion of a building is required to be accessible, an accessible route shall be provided to each portion of the building, to accessible building entrances connecting accessible pedestrian walkways and the public way.
 - 1104.3.1 Employee work areas. Common use circulation paths within employee work areas shall be accessible routes.
 - Exception 1: Common use circulation paths, located within employee work areas that are less than 300 square feet in size and defined by permanently installed partitions, counters, casework of furnishings, shall not be required to be accessible routes.

1105 – Accessible Entrances:

- 1105.1 At least 60 percent of all public entrances shall be accessible..

1106 – Parking and Passenger Loading Facilities:

- 1106.1 Accessible parking spaces shall be provided in compliance with Table 1106.1
 - Table 1106.1 Accessible parking spaces shall be provided at the rate of one per 25 spaces of parking provided.
- 1106.5 For every six or fraction of six accessible parking spaces, at least one shall be a van accessible parking space. Where five or more parking spaces are designated accessible, any space that is designated as van accessible shall be reserved for wheelchair users.
- 1106.6 Accessible parking spaces shall be located on the shortest practical accessible route of travel from adjacent parking to an accessible building entrance. Where buildings have multiple accessible entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances.
- 1106.8 Passenger loading zones shall be designed and constructed in accordance with ICC A117.1
 - 1106.8.1 Where passenger loading zones are provided, one passenger loading zone in every 100 continuous linear feet maximum of loading zone space shall be accessible.

1108 – Special Occupancies:

- 1108.2.7 Each assembly area where audible communications are integral to the use of the space shall have an assistive listening system.
- 1108.2.8 Performance Areas. An accessible route shall directly connect the performance area to the assembly seating area where a circulation path directly connects a performance area to and assembly seating area. An accessible route shall be provided from performance areas to ancillary areas or facilities used by performers.
- 1108.2.9 In dining areas, the total floor area allotted for seating and tables shall be accessible.
 - 1108.2.9.1 Where dining surfaces for the consumption of food or drink are provided, at least 5 percent, but not less than one, of the dining surfaces for the



seating and standing spaces shall be accessible and be distributed throughout the facility.

1110 – Signage:

1110.1 Required accessible elements shall be identified by the International Symbol of Accessibility at the following locations:

1. Accessible parking spaces required by Section 1106.1.
2. Accessible passenger loading zones.
3. Accessible rooms where multiple single-user toilet or bathing rooms are clustered at a single location.
4. Accessible entrances where not all entrances are accessible.
6. Unisex toilet rooms
7. Accessible locker rooms where not all such rooms are accessible.

Chapter 12: Interior Environment

1203.1 - General - Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the Mechanical Code.

1203.4.2 Contaminants exhausted – contaminants shall be exhausted in accordance with the *Oregon Mechanical Specialty Code* and the *Oregon Fire Code*

1203.4.2.1 Bathrooms. Rooms containing bathing fixtures shall be mechanically ventilated in accordance with the *Oregon Mechanical Specialty Code*.

1205 - Lighting

1205.1 Every space shall be provided with natural light or shall be provided with artificial light in accordance with Section 1205.3.”

1205.2 The minimum net glazed area shall not be less than 8 percent of the floor area of the room served.

1205.3 Artificial light shall be provided that is adequate to provide and average illumination of 10 foot-candles over the area of the room at a height of 30 inches above the floor level.

1210 - Surrounding Materials

1210.1 Floors – toilet room floors shall have a smooth, hard, nonabsorbent surface that extends upward onto the wall at least 6 inches

1210.2 Walls - Walls within 2 feet of urinals and water closets shall have a hard, smooth, nonabsorbent surface to a height of 4 feet above the floor, and shall be of a type that is not adversely affected by moisture.

1210.3 Showers – Shower compartments shall be finished with a smooth, non-absorbent surface to a height of not less than 70 inches above the drain inlet.

1210.5 Toilet rooms shall not open directly into a room used for the preparation of food for service to the public.

Chapter 13: Energy Efficiency

301 - Climate Zone – This facility will be constructed in Climate Zone 5B.

303.1 Materials, systems and equipment shall be identified in a manner that will allow a determination of compliance with the applicable provisions of this code.



303.2 All materials, systems and equipment shall be installed in accordance with the manufacturer's installation instructions and the Building Code.

502 – Building Envelope

Table 502.2(1) Building Envelope Requirements – Opaque Elements

Insulation above roof deck	R20ci
Wood frame walls above grade.	R-13+R3.8ci
Below Grade Walls	N/A
Slab-on-grade Floors, Un-heated	No Requirement
Opaque doors, swinging	U-0.70
Opaque doors, roll-up	U-0.50

Table 502.3 Building Envelope requirements – Fenestration

<u>Element</u>	<u>U-value</u>
Vertical Fenestration – 30% maximum of above grade wall	
Frame material other than metal	0.35
Metal frame material	
Curtain wall/Storefront	0.45
Entrance Door	0.80
All Other	0.46
SHGC	0.40

502.4.6 Vestibules. A door that separates conditioned space from the exterior shall be protected with and enclosed vestibule, with all doors opening into and out of the vestibule equipped with self-closing devices. Vestibules shall be designed so that in passing through the vestibule it is not necessary for the interior and exterior doors to open as the same time.

Exceptions:

1. Doors not intended to be used as a building *entrance door*, such as doors to mechanical or electrical equipment rooms.
2. Doors that open from a space less than 3,000 square feet in area.

Chapter 16: Structural Design

Occupancy

<u>Category</u>	<u>Nature of Occupancy</u>
III	Buildings and other structures whose primary occupancy is public assembly with an occupant load greater than 300. Buildings and other structures containing elementary school, secondary school or day care facilities with an occupant load greater than 250.
IV	Designated earthquake, hurricane or other emergency shelters.

Chapter 24: Glass and Glazing

2406 – Safety glazing

- 2406.1 Human Impact loads – individual glazed areas, including glass mirrors, in hazardous locations shall comply with 2406.1.1 thru 2406.1.4
- 2406.3 Each pane of safety glazing installed in hazardous locations shall be identified by a manufacturer's designation specifying who applied the designation, the



manufacturer or installer and the safety glazing standard with which it complies, as well as the information specified in Section 2403.1

2406.4 Hazardous locations -

Glazing in swinging doors

Glazing sliding doors

Glazing within a 24 inch arc of either vertical edge of a door, and where the bottom exposed edge of the glazing is less than 60 inches above the walking surface

Glazing in an individual panel that meets all of the following criteria:

Exposed area of panel is greater than 9 SF

Exposed bottom edge less than 18 inches above the floor

Exposed top edge greater than 36 inches above the floor, and

One or more walking surfaces within 36 inches horizontally of the plane of the glazing

Glazing in guards and railings

Glazing adjacent to stairways, landings and ramps within 36 inches of a walking surface when the top edge of the glass is less than 60 inches above the walking surface

Chapter 26: Plastic

2603 – Foam Plastic Insulation

2603.3 Surface burning characteristics – Unless otherwise indicated in this section, foam plastic insulation and foam plastic cores of manufactured assemblies shall have a flame spread index of not more than 75 and a smoke developed index of not more than 450 where tested in the maximum thickness intended for use in accordance with ASTM E 84 or UJ 723.

Exception 3: Foam plastic insulation that is a part of a Class A, B or C roof-covering assembly provided the assembly with the foam plastic insulation satisfactorily passes FM 4450 or UL 1256. The smoke-developed index shall not be limited for roof applications.

Chapter 34: Existing Structures

3403 – Additions

3403.1 Additions to any building or structure shall comply with the requirements of this code for existing building or structure together with the addition are no less conforming to the provisions of this code that the existing building or structure was prior to the addition. An existing building together with its additions shall comply with the height and area provisions of Chapter 5.

3403.2 Flood Hazard Areas. For buildings and structures in flood hazard areas established in section 1602.3, and any addition that constitutes substantial improvement of the existing structure, as defined in Section 1612.2, shall comply with the flood design requirements for new construction, and all aspects of the existing structure shall be brought into compliance with the requirements for new construction for flood design.

For buildings and structures in flood hazard areas established in Section 1612.3, any additions that do not constitute substantial improvement or substantial damage of the existing structure, as defined in Section 1612.2, are not required to comply with the flood design requirements for new



construction.

3404 – Alterations

3404.1 Alterations to any building or structure shall comply with the requirements of the code for new construction. Alterations shall be such that the existing structure is no less compliant with the provisions of this code than the existing building or structure was prior to the alteration.

3411 – Accessibility for Existing Buildings

3411.3 An alteration of an existing elements, space or area of a building or facility shall not impose a requirement for greater accessibility that that which would be required for new construction.

End of Preliminary Building Code Summary

Preliminary Fire Code Analysis

Elementary School Addition to Existing High School

Based on 2010 Oregon Fire Code

Chapter 38 : Liquefied Petroleum Gases

Table 3804.3:

Container Capacity (water gallons)	Minimum Separation Distances for above ground containers
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2,001 to 30,000	50 feet
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End of Preliminary Fire Code Summary

Preliminary Zoning Code Analysis

Section 3.1 – EXCLUSIVE FARM USE, F-1 ZONE

- Uses Permitted** – In the F-1 Zone, the following uses and their accessory uses are permitted:
 - (k) Public schools more than 3 miles from an Urban Growth Boundary, including all buildings essential to the operation of a school.
- Conditional Uses Permitted** - In an F-1 Zone, the following uses and their accessory uses are permitted when authorized in accordance with the requirements of Article 5 of this Ordinance and this Section:
 - (p) Private schools more than 3 miles from an Urban Growth Boundary, including all buildings essential to the operation of a school.

Section 5.4 – APPLICATION FOR A CONDITIONAL USE

- An application form shall be completed in its entirety and shall be accompanied by a site plan, drawn to scale, and showing the dimensions arrangement and intended use of the proposed development.



4. The County may require any additional information or documentation deemed necessary as a part of the application in order to render a proper decision on the subject proposal as related to environmental, social, economic, resource or public facility carrying capacities, or other factors.

SECTION 5.5 - PROCESSING

Conditional Uses set forth by this Ordinance shall be subject to review by the Planning Commission in accordance with the public hearing requirements set forth in this Ordinance.

SECTION 5.6 - PUBLIC HEARING REQUIREMENTS ON CONDITIONAL USES

Before the Planning Commission may act on any request for a Conditional Use subject to review, the Commission shall conduct a public hearing. The hearing shall be held within 60 days after an application has been received and deemed complete. Notice of such hearings shall be given in the following manner:

1. Notice of the hearing shall be published in a newspaper of general circulation in the County not less than 20 days prior to the date of said hearing.
2. Not less than 20 days prior to the date of the hearing, individual notices shall be mailed or otherwise delivered to the applicant and to owners of record of property on the most recent property tax assessment roll.
3. The notice of a public hearing before the Planning Commission shall be in compliance with the provisions set forth in ORS 197.763.

SECTION 5.7 - NOTIFICATION OF ACTION

Within 10 working days after a decision has been rendered on an application for a Conditional Use, the County Planning Official and/or Secretary of the Planning Commission, shall provide the applicant, the property owner if different than the applicant, persons or parties participating in the proceedings leading up to the decision, and those specifically requesting such information, with written notice of the decision taken on the subject request. Such notice shall clearly set forth the procedures and conditions for appeal of such decision.

SECTION 5.8 - STANDARDS GOVERNING SPECIFIC CONDITIONAL USES

A Conditional Use set forth by this Ordinance shall be subject to review by the Planning Commission in accordance with the public hearing requirements set forth in this Ordinance.

14. Public Facilities and Services

- (a) Public facilities including, but not limited to, utility substations, sewage treatment plants, storm water and water lines, water storage tanks, radio and television transmitters, electrical generation and transmission devices, fire stations and other public facilities shall be located so as to best serve the County or area with a minimum impact on neighborhoods, and with consideration for natural or aesthetic values.

- (b) Structures shall be designed to be as unobtrusive as possible. Wherever feasible, all utility components shall be placed underground.

Public facilities and services proposed within a wetland or riparian area shall provide findings that: Such a location is required and a public need exists; and Dredge, fill and adverse impacts are avoided or minimized.

20. **Non-farm Uses in an F-1 Zone** - Non-farm uses, excluding farm related, farm accessory uses, or uses conducted in conjunction with a farm use as a secondary use thereof, may be approved upon a finding that each such use:

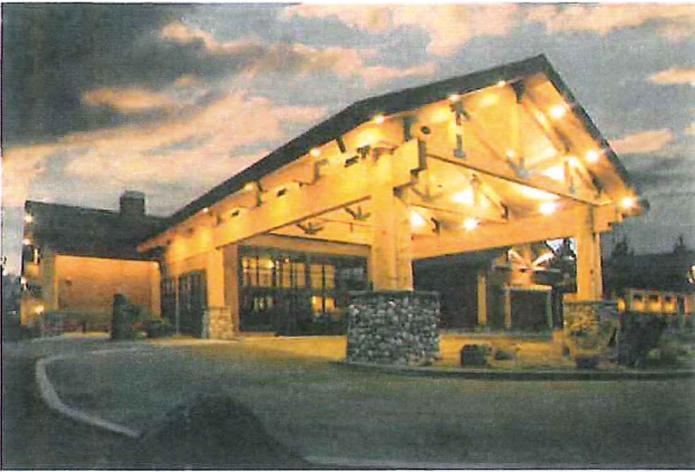
1. Is compatible with farm uses described in ORD 215.203(2);
2. Does not interfere seriously with accepted farming practices on adjacent lands devoted to farm use;
3. Does not materially alter the overall land use pattern of the area;



4. Is situated upon generally unsuitable land for the production of farm crops and livestock, considering the terrain, adverse soil or land conditions, drainage and flooding, vegetation, location and size of the tract, and the availability of necessary support resources for agriculture;
5. Complies with other applicable significant resource provisions; and Complies with such other conditions as deemed necessary.

End of Zoning Summary





Building & Systems Description

Section 4

Structural Systems Narrative

Structural System Outline

Roof Framing:

Classrooms / Entry / Commons / Gymnasium:

Roof framing over these areas will consist of 3/4 inch tongue-and-groove APA rated plywood sheathing on pre-engineered open-web joists spaced 32 inches on center or pre-manufactured gang-nailed wood roof trusses spaced 24 inches on center. The most economical open web joist depths have been provided on the schematic plans.

Floor System:

Unless recommended otherwise in the geotechnical engineering report, the main floor at the Entry Hall, Commons, Music / Stage, and Gym shall consist of a 5-inch thick concrete slab on grade (minimum $f'c = 3500$ psi), reinforced with #3 rebar at 18 inches on center each way for crack control. At all other locations, the main floor shall consist of a 4-inch thick concrete slab-on-grade (minimum $f'c = 3500$ psi), reinforced with #3 rebar at 18 inches on center each way for crack control. The subgrade beneath all slab-on-grade will be in accordance with the recommendation in the geotechnical engineering report.

Wall Framing:

Bearing walls shall primarily consist of 2x6 and 2x8 solid sawn and pre-engineered (LSL) lumber spaced at 16 inches on center. For the tall walls of the music / stage and the exterior wall adjacent to the main entry 2x10 pre-engineered (LSL) lumber will be used. The bearing walls around the perimeter of the Gym will consist of 10" or 12" CMU, depending on the overall wall height.

Lateral System:

Conventional wood framed shear walls sheathed with 1/2" APA rated plywood sheathing will be utilized. Shear walls requiring holdowns will utilize Simpson (or equivalent) straps and / or holdowns occurring at each end of the shear wall.

Foundation System:

Conventional concrete spread and continuous footing (minimum $f'c = 3000$ psi) systems will be used to support the structure. The subgrade beneath footings will be in accordance with the recommendation in the geotechnical engineering report.



Mechanical System Narrative

Mechanical System Outline

General Approach:

All occupied zones of the building will be heated and ventilated. The building will be recommended to connect to the existing mechanical system which has been built to accommodate the future building addition.

Cooling is anticipated only for the air handler serving administration areas, however all units will be provided with space for future cooling coil installation. Cooling for the administration area air handling unit will be provided via an air cooled chiller located outside the building at grade. All areas requiring exhaust will be served by independent rooftop exhaust fans.

Plumbing System Narrative

Plumbing System Outline

Domestic Cold Water System:

The School District has their own domestic well, with a 10 hp pump. They also have city water available to the campus which is used when the pump is down. The City Moro uses the District's well often in the summer when they have a pump failure. Water will be routed to all plumbing fixtures and equipment that require service. Shut-off valves will be located at each plumbing fixture and equipment. Hose bibs will be located around the perimeter of the building roughly 100-feet apart from each other and also in each group restroom. The following materials will be used inside the building for domestic cold-water piping.

- **Domestic Water Main**
Copper tubing, Type L conforming to ASTM B88, copper fittings with soldered joints.
- **Domestic Water Branch Lines**
Cross-linked Polyethylene Tubing (PEX), Type A complying with ASTM F876 and F877, plastic fittings inserted into the expanded tubing and reinforcement rings using the "Engel Method."

Domestic Hot Water System:

There will be two hot water systems that serve the building, one for each wing they will be located in mechanical spaces on the second floor of each wing. This approach will allow the wing with the staff offices to remain on during the summer months and the other wing to be on only when needed during the summer months. The water heaters will be commercial grade high efficiency gas type. The hot water will be circulated by means of a pump, which will minimize wait times for hot water at the locations it is needed. The water heater will have an expansion tank and a drain pan that is piped to a floor drain. Hot water piping will be routed in the ceiling space of the lower level and serve the plumbing fixtures on both levels. Shut-off valves will be located at each plumbing fixture and equipment. The following materials will be used inside the building for domestic hot water piping.

- **Domestic Hot Water Mains**
Copper tubing, Type L conforming to ASTM B88, copper fittings with soldered joints.



- **Domestic Hot Water Branch Lines**

Cross-linked Polyethylene Tubing (PEX), Type A complying with ASTM F876 and F877, plastic fittings inserted into the expanded tubing and reinforcement rings using the "Engel Method."

Sanitary Drain, Waste, and Vent System/Storm Drain system:

It is anticipated that there will a new 6-inch sanitary sewer lateral that serves the building. Waste piping will be routed to each fixture. Each fixture will be vented with the vent piping collecting multiple fixtures and routed through the roof. The storm drainage system will consist of gutters and downspouts which are connected to the site underground storm drainage system. Heat tape will be provided on all gutters and downspouts. The following materials will be used inside the building and below the building out to 5-feet beyond the building edge.

Plumbing Fixtures:

Water conserving plumbing fixtures will be utilized to incorporate water savings into the building. The following water conserving fixtures will be utilized:

- 1.6/1.1 gallon per flush toilets (wall mounted, manual dual flush valve).
- 0.5 gallon per minute lavatory faucets. (manual controls).
- 1.5 – 2.0 gallon per minute shower heads.
- 1.5 gallon per minute faucets at sinks.

Propane Service:

An existing 18,000 gallon tank is on site which the School District buys wholesale.

Fire Protection Sprinklers Narrative

Fire Protection System Outline

General Approach:

The building will be protected with a wet pipe sprinkler system per NFPA 13, local building codes and Fire Marshal requirements. Areas subject to freezing, such as overhangs, canopies and unconditioned spaces, will be protected with a dry pipe system or dry sprinklers.

The sprinkler system will be hydraulically calculated to provide a minimum 10 percent pressure cushion between the system demand and the available water supply as indicated by a hydrant flow test performed within 12 months of the sprinkler system permit.

Sprinkler Systems:

Heated and Semi-Heated Space: Water will enter the building from the public system connection and pass through a double check detector assembly located in the water service. Sprinkler risers will be located in a riser or mechanical room located along an exterior wall.

MDF room will be protected by a wet pipe system.

Materials:

Sprinklers, valves, switches, pipe fittings, backflow preventers, hangers, sway braces, and the like will be UL Listed or FM Global Approved for fire protection.

Piping will be concealed except for areas open to structure.

Quick response sprinkler will be used throughout the building. Sprinklers in finished ceilings will be recessed style, white polyester finish with white polyester escutcheons.



Electrical Systems Narrative

Electrical System Outline

Site Service Distribution:

The building electrical service will be served by Wasco Electric Coop out of the Dalles. The new service for the Elementary School is anticipated to be 800 Amp, 120/208 volt, 3 phase, 4 wire with the Main Distribution Panel located in the Main Electrical Room. The current transfer/terminal cabinet and utility meter will be located outside on the exterior of the building, preferably near the Main Electrical Room. Panel boards to serve mechanical equipment, lighting, communications equipment, kitchen equipment and convenience power will be located in the Main Electrical Room and surgery corridor in the West end of the building.

Panel boards will have aluminum bussing and utilize circuit breakers for convenience of local resetting of overcurrent protection when a fault has been cleared and removed safely. One dedicated 400 amp panel in Main Electrical Room will serve HVAC and plumbing loads, two dedicated 125 Amp panels located in the Main Electrical Room will serve computers, communication equipment and convenience power and one 100 Amp panel in Main Electrical Room will serve lighting. One NEMA 3R 100 Amp panel board to serve life safety equipment will be located outside on the exterior of the building. A surge protection device (SPD) will be provided integral with Main Distribution Panel, panel for critical branch equipment and two panels that serve computers.

- Feeder circuit wiring: copper THWN-2.
- Branch circuit wiring: copper THWN.
- Minimum conduit size: 3/4-inch.

MC cable is allowed for 20 and 30 amp branch circuiting where there is a suspended ceiling with accessible space above or for drops to ceiling-mounted luminaires in areas with accessible ceiling space. Type HCF-MC cable in ambulatory health care area. Branch circuit wiring assumes six duplex receptacles per 20-amp circuit. Receptacles will be tamper resistant, hospital grade and safety grounding type within the ambulatory health care area. Self-testing GFCI outlets where required by code. Dedicated neutrals will be provided for each 120 volt circuit. Device mounting heights will be located to meet the American Disabilities Act (ADA). Contractor will disconnect, protect, and reconnect medical and computer equipment from the existing operating facility for installation in the new building.

Emergency System:

The emergency system will be served with a 40KW / 50 KVA, 480V, 3 phase, 4 wire natural gas generator. The generator will have one 100 Amp and one 50 Amp circuit breakers to serve both a life-safety branch system and stand-by branch system, respectively. Lighting, fire alarm panels and devices will be placed on the life-safety branch system. Telephone and server equipment will be placed on the stand-by branch system. A remote annunciator that transmits alarm for engine failure or derangement signals will be provided at a continuously staffed location at the reception.

Photovoltaic System:

State of Oregon Senate Bill 1533 (Oregon Administrative Rules 330-135-0010 to 330-135-0055) requires public entities in Oregon to spend 1.5 percent of the total contract price of a public improvement of a public building on green energy technology. To meet this requirement, a 33 KW grid-connected solar photovoltaic system will be provided consisting of approximately 120 monocrystalline photovoltaic modules. A 30 KW grid-tied inverter will be located in the Main Electrical Room. This requires approximately 2,040 square feet of roof space, not including the 3-feet required clearances on three sides of the row of modules.

Unused power that is generated will be sold back to the power utility using a net meter.



Lighting Systems Narrative

Lighting System Outline

Interior Lighting:

There are several important lighting concepts that will apply to the entire project and provide the basis for the lighting design approach in each area. The lighting systems will be an integrated part of the architectural design, physically and conceptually. They will reinforce the function and enhance the form of each space while providing visual continuity between spaces.

All luminaires will use LED lamping except where cost is still exceptionally high and in utility rooms. Classroom pendant linear direct / indirect, Commons pendant lighting and restroom wall perimeter lighting are example of areas where LED costs are currently too high. LED luminaires are more energy efficient than compact fluorescent luminaires (approximately 3-year payback for downlights), but are on par with linear fluorescents.

The Reception/Waiting rooms will be illuminated using primarily recessed LED down lights. In addition style specific decorative pendants will be used.

Restrooms will use recessed linear perimeter luminaires above the sink mirrors and recessed LED downlights at the ceilings.

Classroom lighting will use direct/indirect linear fluorescent pendant mount luminaires with dimmable ballasts.

Fluorescent ballasts will be high frequency electronic type with less than 10 percent total harmonic distortion. T8 and T5 lamp ballasts will be program rapid start. Lamp and ballast compatibility are essential for high energy saving.

Design Lighting Levels - Average Maintained Illuminance:

Area	Recommended Lighting Level (Footcandles)
Classrooms/Pre-School	323-377 lux (30-35fc)
Electrical/Mechanical Room	270-323 lux (25-30fc)
Flex Room/Arts	484-538 lux (45-50fc)
Storage	161-215 lux (15-20fc)
Gymnasium/Kitchen	430-538 lux (40-50fc)
Office	270-323 lux (25-30fc)
Restrooms	161-215 lux (15-20fc)
Reception/Entrance	161-215 lux (15-20fc)

Exterior Lighting (Elementary Addition):

Exterior lighting shall utilize LED sources. Luminaires shall use optical systems and sources that are in compliance with local lighting ordinances. All exterior fixtures shall be controlled by the facility lighting control system using a time-clock on/time-clock off/photocell control strategy. Site lighting will dim to 10 percent after staff hours. Building wall sconces will be equipped with integral occupancy sensors to dim to 10 percent when no occupant is sensed.



Emergency Systems:

Egress lighting will be provided as required by code in interior and exterior areas.

Fire Alarm System Narrative

Fire Alarm System Outline

General:

The fire alarm system will be designed to meet the requirements of the adopted editions of the Oregon Structural Specialty Code, Oregon Fire Code, and NFPA 72.

The fire alarm system will provide system alarm, supervisory and trouble signal monitoring, and alarm notification for the building and addition. System power supplies will have batteries to provide a secondary power source in case of primary power loss to the control panel or any remote power supply.

Automatic smoke detection and manual pull stations will be provided as required by code.

Audible and visual alarm notification appliances will be provided throughout the building to meet the audible and the visual notification requirements of NFPA 72 and the ADA.

Activation of system smoke detectors and manual pull stations will initiate alarm signals on the fire alarm control panel (FACP) and fire alarm annunciator (FAA), and activate the audible and visual notification appliances throughout the building. Activation of HVAC duct smoke detectors will initiate supervisory signals, which will annunciate on the FACP and the FAA. Fire alarm, supervisory and trouble signals will be transmitted off site to a remote monitoring station.

Control outputs will be provided for fire safety functions such as air handler shut down, fire smoke damper closure, and fire door release.

- Head end equipment is to be located in the MDF room.
- System shall be designed by Performance Systems.
- Owner shall furnish all devices, appliances, annunciators, panels, etc.
- Owner shall terminate in main FACP.
- Owner shall program the main FA control panel.
- Installation of head end equipment, all terminal connections and programming are to be made by the District.
- Contractor shall furnish wire, conduit, junction boxes, etc.
- Contractor shall install all wiring, devices, appliances, annunciators, etc.
- Contractor shall assist Owner during start-up procedures. Contractor shall do all trouble shooting of their installation.

Technologies Systems Narrative

Technologies Systems Outline

General:

Technology designs for this project include the following systems:



- Data/telecom system
- Satellite TV system
- Audio/Visual system
- Paging
- Wireless Clocks

Data/Telecom System:

The School Districts telephone service is Century Link, Internet provider is North Central ESD out of Condon. The data/telecom system will consist of backbone cabling that connects the service providers to the project and horizontal cabling that connects the MDF to the telecom outlets, workstation locations, printer/copier stations, or other areas that require access to the Local Area Network (LAN) or internet.

The backbone cabling (fiber and copper) that will be routed into the MDF via underground conduit from the service provider location will be determined during the design process. We will stub 4-inch conduit out towards the nearest service provider location from the MDF.

Audio/Visual System:

The Audio/Visual System components include:

- Projectors
- A/V components (DVD, CD, PC, etc.)
- Speakers for audio reinforcement and program sound
- User Interface
- Control system
- Cable and wiring

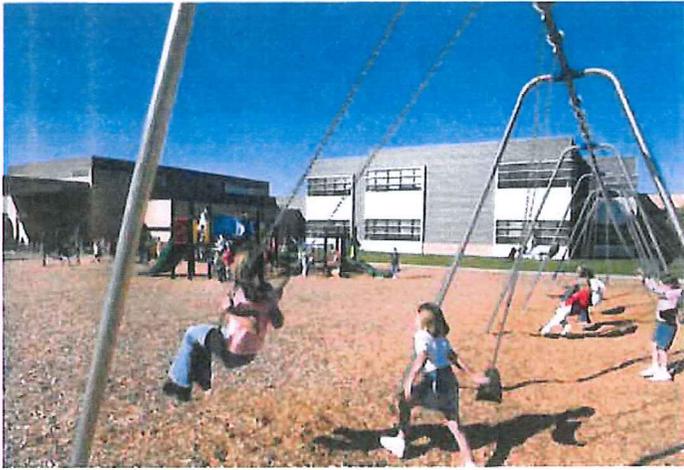
Paging/Intercom System:

There will be general paging that encompasses all public interior and exterior areas near the new school building. All of the classrooms will have a speaker located in the room for paging. Two-way communication will be accomplished with the telephone system. All of the zoning requirements will be determined by the owner.

Wireless Clock System:

Wireless clocks will be located in all public spaces and in each classroom in the new school building. Approved Manufacturers: New wireless clock systems shall be Sapling Wireless Clock System.





Record of Meeting Minutes

Section 5

Programming Phase - Record of Meeting Minutes

The attached meeting minutes are from a series of design meetings during the conceptual programming phase that occurred between the Sherman County School District and Design Team.

Meeting Dates/Times

- **General Site Visit** - April 4th, 2014 (9am) Moro High School (Photo Documentation)
- **Programming Meeting 01** - April 14th, 2014 (6pm) Moro High School (Introductory Info. Mtg)
- **Programming Meeting 02** - April 28th, 2014 (6pm) Moro High School (Progress. Mtg)
- **Programming Meeting 03** - May 15th, 2014 (6pm) Moro High School (Progress. Mtg)
- **USDA Funding Meeting 04** – May 20th, 2014 (11am) Moro High School
- **Programming Meeting 05** - May 27th, 2014 (6pm) Moro High School (Preliminary Presentation)
- **Programming Meeting 06** - July 14th, 2014 (6pm) Moro High School (Final Presentation)



Meeting 01



STEELE ASSOCIATES ARCHITECTS LLC.

760 NW York Drive, Suite 200
Bend, Oregon 97701
541/382-9867 FAX 541/385-8816



MEETING MINUTES

PROJECT NAME: Sherman County Schools Elementary Addition	MINUTE NO.: 001	FILE CODE: 4-b
PROJECT NO.: 14107.01	MEETING DATE: April 14, 2014	
CLIENT: Sherman County	TIME: 6:00 pm	
BY: Steve Olson	LOCATION: Sherman County Library	

PRESENT AT MEETING: Ivan Ritchie and Construction Committee (SCS), Mike Marino (MC), Scott Steele, Steve Olson (SAA)

COPIES TO: Attendees and SAA file.

ACTION ITEMS:

1.01 Revise plan consistent with feedback.

UNRESOLVED ITEMS:

None at this time.

RESOLVED ITEMS:

None at this time.

INFORMATION ITEMS:

1. Feedback from Presentation:

2. Gym is a higher priority than Commons
 - a. Gym could be a phase II addition if money is an issue
3. Music room and Art room are to be shared by K-12 students
4. Locate K-12 shared Music and Arts rooms to avoid upper grade students walking thru elementary wing
5. Cafeteria and stage in existing building can be shared by entire student body
 - a. Kitchen should be located on west side, north end with adjacent loading dock
6. Existing gym needs repairs
 - a. Gaps at control joints
 - b. Cracked blocks
7. Athletic Director's office to remain near existing gym.
8. Facility needs an accessible common entry:
 - a. Common entry is ideal, but separate entries are acceptable – existing for upper level students, near Library connector is ok for elementary.
 - b. Could demolish existing sub-standard restrooms near library/kitchen
 - c. Any of the classrooms along the east side could be used for a new accessible entry
9. Need office(s) in elementary wing for future principle and secretary

10. Industrial Arts building to house Ag studies and shop classes
 - a. Needs a pair of classrooms, but usually only has 10-16 students at a time.
 - b. Relocate greenhouse to keep it near the Industrial arts building
11. No tennis courts needed
12. Need Computer Lab space
13. Playground –
 - a. small kids to south
 - b. big kids to north
14. Property to the north:
 - a. Show 2 little league baseball diamonds
 - b. Piping the ditch would be a good idea, for safety
15. Traffic flow:
 - a. Show access restrictor at west side access road (behind school) near elementary side to discourage traffic driving around elementary school wing
 - b. Parent pick up is minimal, most student ride buses.
 - c. Maximum 4-5 buses loading/unlading at a time
16. Parking:
 - a. Need pedestrian access from lot across street
 - b. High school loop needs traffic calming
 - c. Sheriff won't agree to block off one end of the loop road.

End of Meeting.

Next Meeting: 6:00 pm, April 28, 2014

NOTE: Every effort has been made to record this information accurately. However, if any errors or omissions are noted, please provide written response within five (5) days of receipt.

Meeting 02



STEELE ASSOCIATES ARCHITECTS LLC.

760 NW York Drive, Suite 200
Bend, Oregon 97701
541/382-9867 FAX 541/385-8816



MEETING MINUTES

PROJECT NAME: Sherman County Schools Elementary Addition	MINUTE NO.: 002	FILE CODE: 4-b
PROJECT NO.: 14107.01	MEETING DATE: April 28, 2014	
CLIENT: Sherman County	TIME: 6:00 pm	
BY: Jeff Wellman	LOCATION: Sherman County Library	

PRESENT AT MEETING: Ivan Ritchie and Construction Committee (SCS), Mike Marino (MC), Scott Steele (SAA)

COPIES TO: Attendees and SAA file.

ACTION ITEMS:

- 2.01 Revise plan consistent with feedback.
- 2.02 MMC by 6/5/14 to review potential SDC requirements.
- 2.03 SAA by 5/6/14 to prepare a statement re: criteria for essential facility and about what percentage of cost increase is associated with an essential facility.
- 2.04 SCS by 5/6/14 to provide a list of Administration staff and a statement on Administration structure.

UNRESOLVED ITEMS:

None at this time.

RESOLVED ITEMS:

- 1.01 Revise plan consistent with feedback. – 4/28/14, **concept plan was revised and presented at meeting. New information has surfaced and will be addressed at the May 12th presentation meeting.**

INFORMATION ITEMS:

1. **Question:** What are the anticipated costs?
Answer: Cost will run approximately \$210.00 per square foot based on latest estimates on Bend Grade School.
2. **Question:** How much will soft costs be?
 - a. Scott indicated possible 8% for A/E fees and possible 10% for Soft Costs.
 - b. MMC to review possible SDC requirements.
3. **Question:** Why are there two administration offices?
 - a. 2 secretaries cannot answer phones from two separate locations

- b. Administration needs to stay together.
- Answer:** SAA will reconfigure administration area so that they are combined for both high school and grade school.
4. **Statement:** The Staff Lounges need to be combined and centralized.
 - a. Size room appropriate for (12) staff members
 5. **Statement:** The District would prefer to have one primary entrance for all students to enter facility.
 - a. Design one primary entrance.
 - b. Needs to be more centralized
 - c. Possibly locate near existing East to West corridor at high school.
 - d. Library vestibule can be reconfigured
 - e. Create passive security at entrance with location of reconfigured admin.
 - f. The entrance needs to be "obvious". Current entrances are confusing.
 6. **Question:** Can the proposed Industrial Arts building be connected?
 - a. Review possibilities for a connecting the proposed Industrial Arts Building to the existing high school.
 - b. Possible connection to end of Southwest high school wing.
 - c. Confirm location of existing propane lines.
 - d. Covered walk would be an option
 - e. Connection to existing gym would be an option.
 7. **Question:** Can the corridors be wider in the proposed elementary school?
 - a. Scott sketched an option for an open corridor flex space similar to Bend grade school.
 - b. The idea was discussed and approved by the committee.
 8. **Question:** How is the proposed kitchen configured?
 - a. Team will consider how the space can be used for queuing options.
 - b. Team will confirm spaces for dry and cold storage
 9. **Question:** Currently the County has no essential facility. Can you tell us what would be needed and provide a separate cost?
 - a. Team to provide separate line item cost to upgrade facility.
 - b. Team to review grant or alternative funding possibilities.
 10. **Question:** Has any thought been given to IT infrastructure for the existing high school
 - a. Scott explained that this would be a function of the work during the Design Development Phase.
 11. **Statements:** New restrooms need to be provided in close proximity to the proposed administration area.
 - a. Team will review and incorporate restrooms into the concept.
 - b. Review possibility of building out existing "niche" in Northwest wing to gain space.
 12. **Question:** What will happen with the two existing East side classrooms (adjacent to existing admin) if the entrance is reconfigured?
 - a. Ivan indicated (2) existing classrooms located in the Southwest wing that currently have limited use.
 - b. Team to review logistics and propose locations.
 13. **Question:** How will revised Administration Area be configured?
 - a. Ivan to provide a list of Administration staff.
 - b. Ivan to provide a statement on Administration structure.
 14. **Question:** How much will it cost to tear down existing Industrial Arts building?
 - a. Team to provide in Concept Estimate

15. Where will the existing greenhouse be relocated?

- a. Scott indicated that the greenhouse could be placed in several locations with minimal resources.

End of Meeting.

Next Meeting: Presentation Mtg. #3 5:30 pm, Monday May 12, 2014
USDA Funding Mtg. 10am, Tuesday May 20, 2014

NOTE: Every effort has been made to record this information accurately. However, if any errors or omissions are noted, please provide written response within five (5) days of receipt.

Meeting 03



STEELE ASSOCIATES ARCHITECTS LLC.

760 NW York Drive, Suite 200
Bend, Oregon 97701
541/382-9867 FAX 541/385-8816



MEETING MINUTES

PROJECT NAME: Sherman County Schools Elementary Addition	MINUTE NO.: 03	FILE CODE: 4-b
PROJECT NO.: 14107.01	MEETING DATE: May 15, 2014	
CLIENT: Sherman County	TIME: 5:30 pm	
BY: Scott Steele	LOCATION: Sherman County Library	

PRESENT AT MEETING: Ivan Ritchie, Peter Tarzian, and Construction Committee (SCS), Mike Marino (MC), Scott Steele (SAA)

COPIES TO: Attendees and SAA file.

ACTION ITEMS:

- 3.01 SAA by 5/26/14 to revise conceptual plan consistent with feedback.
- 3.02 SCS by 5/26/14 to provide Pre-School storage requirements

UNRESOLVED ITEMS:

- 2.02 MMC by 6/5/14 to review potential SDC requirements.
- 2.04 SCS by 5/6/14 to provide a list of Administration staff and a statement on Administration structure.

RESOLVED ITEMS:

- 2.01 Revise plan consistent with feedback.
- 2.03 SAA by 5/6/14 to prepare a statement re: criteria for essential facility and about what percentage of cost increase is associated with an essential facility.

INFORMATION ITEMS:

1. Core Program Requirements:

- a. Social Studies
- b. Science
- c. Reading/Writing
- d. Math
 - 1. Single grade classrooms
- e. Technology Integration/Keyboarding
- f. Special Ed./ Speech
 - 1. Counselor
 - 2. Library
- g. Title services
- h. Physical Education
- i. TAG
- j. Health

- k. Pre-School
- l. Music
- m. Art

2. Outside Core Program Requirements:

- a. Agricultural Technology
- b. Elementary Music
- c. Art
- d. Band/Choir
- e. Athletics/Co-curricular
- f. After school programs/SKORE
- g. Health Careers
- h. Library Skills/Media Specialist
- i. Foreign Language/Spanish
- j. Technology Support
- k. STEM (Science, Technology, Engineering, Math)
- l. Early College/College Credit

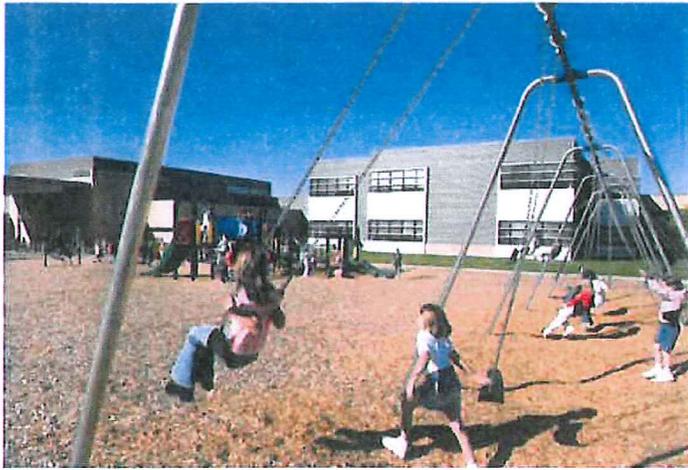
3. Building Program:

- a. Ag classroom to have view into shop space. Reduce hall length.
- b. Currently have 20 Pre-K, but can do morning and afternoon classes of 10 students each.
- c. Rules on K-12 use of public library. Based on hours of operation.
- d. Reduce Gathering Area a bit.
- e. No new computer lab. Provide flexible room/space capable of utilizing mobile carts and provide for wireless connections in instructional spaces.
 - 1. 6-8 stations in public library
- f. Pre-School room needs storage space for furniture and equipment.
- g. Combine computer room and art room into a "flex" space.
- h. Show double elementary size courts with dividing partition/curtain.
 - 1. Provide seating area at sides of courts.
- i. Move greenhouse to old tennis courts area.

End of Meeting.

Next Meeting: Presentation Mtg. #5, 6:00 pm, Tuesday May 27, 2014

NOTE: Every effort has been made to record this information accurately. However, if any errors or omissions are noted, please provide written response within five (5) days of receipt.



Programming Concepts

Section 6

Programming Concept Designs

The following represent the most current conceptual design plans that are a result of the informational meetings between the design team and the Sherman County School District. After several rounds of conceptual planning option 7 has captured the program elements that the district has requested.

Overall Site Plan Option #7





Conceptual Cost Estimate

Section 7

Conceptual Cost Estimate

The purpose of this estimate is to facilitate budgetary and feasibility determinations. It is prepared to develop a project budget and is based on historical information with adjustments made for specific conditions. This estimate is based on costs per square foot, number of cars/rooms/seats, etc.

Project information required for estimates at this level include a general functional description, conceptual layout, geographic location, size expressed as building area, numbers of staff/students, etc., and intended use of the spaces. All costs are considered conceptual at this stage and are subject to change based on the construction market and the districts program.

SOFT COSTS ESTIMATE \$ 850,000 (Option 7 – Phase 1 15%)
\$1,050,000 (Option 7 – Phase 2 15%)

- Building Permit / Project Development Fees
- Professional Service Design Fees
- Geotechnical Engineering
- Environmental Analysis
- Asbestos Abatement
- Special Inspections & Testing Services
- Project Management Fees
- School District Contingency (estimated 10%)

SITE CONSTRUCTION COSTS \$889,700 (Option 7 – Phase 1)
\$831,020 (Option 7 – Phase 2)

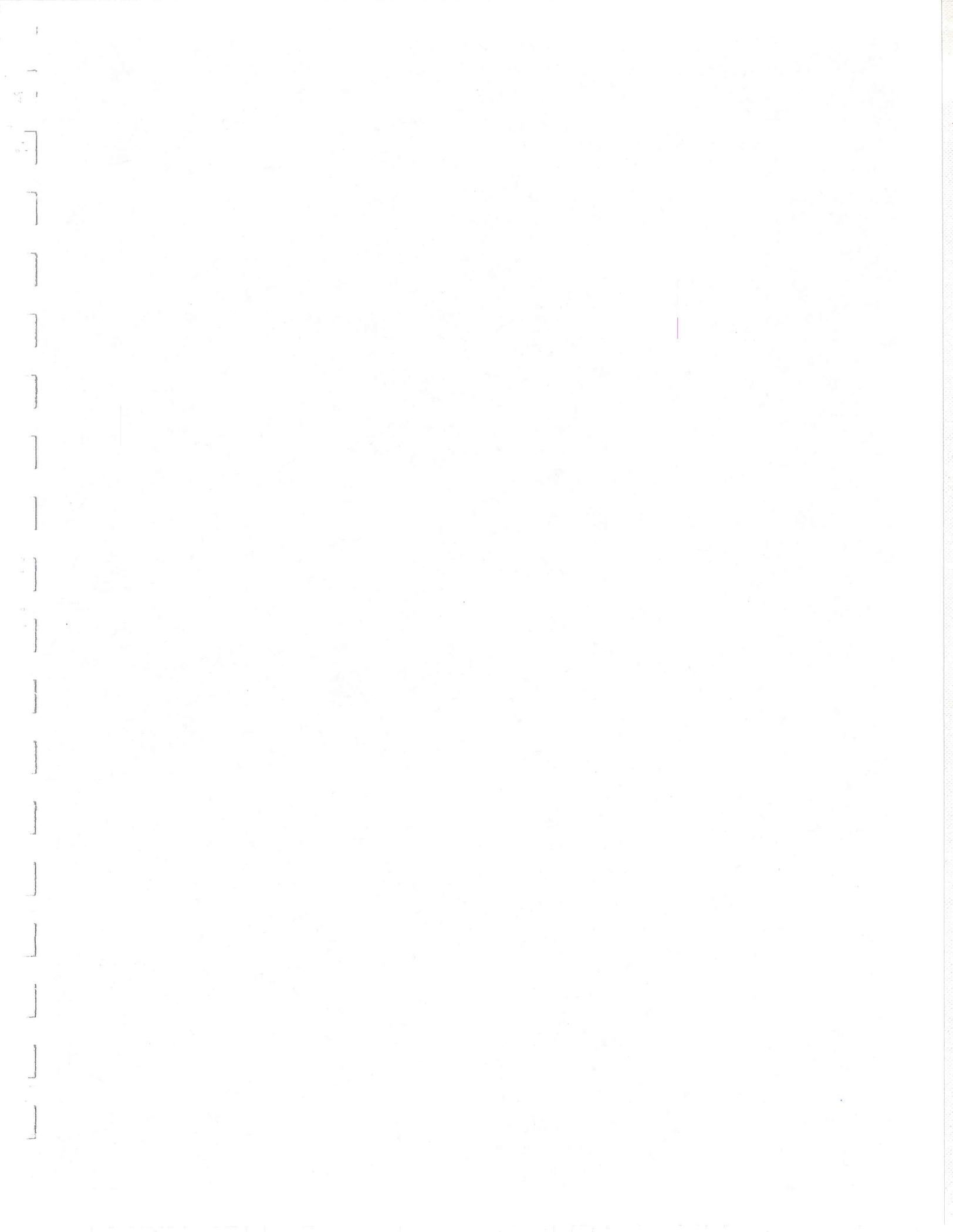
- Site Grading & Utilities
- Roads & Parking
- Landscape & Irrigation
- Ball Fields
- Playgrounds



BUILDING CONSTRUCTION COSTS	\$4,776,960 (Option 7 – Phase 1)
	\$6,195,960 (Option 7 – Phase 2)
<ul style="list-style-type: none"> - New Elementary School Costs - Existing Building Renovation Costs - New Vocational AG Building - New Green House - New Kitchen - New Concessions Building 	
OFF-SITE CONSTRUCTION COSTS	\$0
<ul style="list-style-type: none"> - None anticipated 	
FIXTURES FURNITURE & EQUIPMENT	\$350,000
<ul style="list-style-type: none"> - Furnishings - Kitchen Equipment - Computers / AV Equipment 	
TOTAL ESTIMATED PROJECT COSTS	\$6,866,660 (Option 7 – Phase 1)
	\$8,426,980 (Option 7 – Phase 2)

Refer to the table in Section 2 for detailed construction costs per space. New building construction areas are estimated at \$200/sf, existing spaces to be are renovated are estimated at \$120/sf. Site construction cost/sf estimates are shown in Section 6 on the graphic options.







STEELE ASSOCIATES ARCHITECTS

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-EXHIBIT C-

SCOPE OF SERVICES

The Basic Services listed below and to be performed by the Architect consist of professional tasks and have as their objective the design, technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall meet the Program of Requirements and comply with applicable codes and laws, and be completed on a timely basis within the approved construction budget. The services are described under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase. These Phases may be divided to facilitate the procurement of segregated portions of the Work, pursuant to the District's approved "Construction Program Statement" (Exhibit C). The Owner reserves the right to designate the phasing of segregated portions of the Work and to modify the Construction Program Statement, within the terms and conditions of this Agreement.

All work and milestone completions shall be performed as per the Proposed Project Schedule, noted in Section II, Part B of the Architectural Services RFP.

In addition, this proposal shall include all design possibilities relating to sustainable design and energy efficient building operation systems.

A. PRE-DESIGN PHASE

1. The Architect shall examine and analyze available information provided by the Owner and Construction Project Manager and shall advise and recommend as to additional information necessary to begin specific design work on the Project.
2. Upon analysis of all available information and prior to initiating any design tasks, the Architect shall participate in a Project Pre-Design Meeting. The Architect shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Construction Project Manager. The Construction Project Manager, in conjunction with the Architect, shall take and transcribe minutes of the sessions.
3. Upon conclusion of the Project Pre-Design Meeting and in accordance with the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP); the Architect shall prepare a report to the Owner (hereinafter referred to as the *Design Narrative*) which is the Architect's interpretation of the project requirements, design parameters and objectives, and results of the Project Pre-Design Meeting. As appropriate, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept, Program of Requirements, internal functions; human, vehicle and material flow pattern, general space allocations, detailed analysis of operating functions, studies of adjacency, vertical and horizontal affinities, and outline descriptions of major building components and systems.
4. Assist and coordinate with the Owner and Construction Project Manager in securing necessary land-use permit(s) by providing related documents and input as may be required to obtain permits and easements; and provide any other document necessary to meet other site use requirements related to the project.

Exhibit C

Agreement for
Architect Services

B. SCHEMATIC DESIGN PHASE

1. Upon written authorization from the Owner to proceed and, based on the approved Design Narrative, the Construction Project Estimate, Program of Requirements, and the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP); the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.
2. The Architect shall provide the Construction Project Manager periodically with copies of Schematic Design Studies for review during the Schematic Design Phase. At the end of the Schematic Design Phase the Architect shall provide the Construction Project Manager with six (6) complete sets of the drawings and other documents for approval by the Owner.
3. Documents prepared by the Architect for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall incorporate the Construction Project Estimate (CPE) and breakdown. The Architect shall review all design, in any manner deemed necessary, to assure the project cost is within the (CPE). Further, the report shall include the discussion of design factors, if any, as are pertinent in the opinion of the Architect, as well as outline the descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts.
4. The Architect will provide site Plan Application documents to the Owner utilizing the Schematic Design Submittal information. The Owner will complete the Site Plan Application and burden of proof statements. Filing fees will be the responsibility of the Owner.
5. To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain, as a minimum:
 - a. Architectural
 - Drawings showing complete building layout, identifying the various major areas, core areas and their relationships.
 - Preliminary exterior wall cross section and elevation indicating location and size of fenestration, and indicating overall thermal transfer value for exterior wall envelope.
 - Identification of roof system, deck, membrane and drainage technique and indicating overall combined heat transfer coefficient for roof/ceiling composite and roof area.
 - Identification of all proposed finishes (includes all exterior surfaces, doors and windows).
 - Site plan with building located and overall grading plan with a minimum of 5'- 0" contour lines. All major site development such as access road paving, walls and outside support buildings, and paved parking lots should be shown.
 - Building code and land-use zoning analysis.

- Gross and net area calculations separated to show conformance with the Program of Requirements.
 - Provide ADA assessment for the project in order to obtain a building permit.
- b. Structural
- Structural systems layout with overall dimensions and floor elevations. Identification of structural system (precast concrete, structural steel with composite deck, structural steel with bar joists, etc.).
 - Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).
- c. Mechanical
- Block heating, ventilating and cooling loads calculations including skin versus internal loading.
 - Minimum of two HVAC systems that appear compatible with loading conditions for subsequent life-cycle costing.
 - Location of major equipment spaces.
- d. Electrical
- Lighting fixtures outlined in plan and roughly scheduled showing types and quantities of fixtures to be used.
 - Major electrical equipment roughly scheduled indicating size and capacity.
 - Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, switchboards, motor control centers, panels, transformers and emergency generator, if required.
 - Legend showing all symbols used on drawings.
- e. Construction Cost Estimate
- Cost estimate in C.S.I. format (as prepared by your own private consultant) showing detail consistent with the level of detail of the drawings and specifications.
6. Six copies of the Project Schematic Design Submittal shall be provided to the Design Review Committee. Approval of the Schematic Design Submittal will be conditional on approval from the Design Review Committee.
7. Upon Owner acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order.

C. DESIGN DEVELOPMENT PHASE

1. The Architect shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
2. Design Development Documents prepared by the Architect shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. Drawings shall include dimensioned site development plan, floors plans, elevations, and one or more typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical.
3. The Architect shall provide the Construction Project Manager periodically, if requested, with copies of in- progress Design Development Documents (not to exceed the equivalent of six (6) sets of plans) during the Design Development Phase. At the end of the Design Development Phase the Architect shall provide the Construction Project Manager with six (6) complete sets of drawings and other documents for approval by the Owner. The documents for this final Design Development Phase submittal shall consist of, as a minimum:
 - a. Architectural
 - Floor plans with final room locations including all openings, furniture, furnishings and equipment, with rooms identified by name and number.
 - Wall sections showing final dimensional relationships, materials and component relationships.
 - Interior elevation and sections.
 - Identification of all fixed and loose equipment to be installed in the construction contract.
 - Finish schedule identifying all finishes.
 - Functional interior signage.
 - Preliminary door and hardware schedule showing quantity, quality levels and hardware type.
 - 90% complete site plan including grading, drainage, site utility connections, site amenities and landscape features, including landscape irrigation system design.
 - Preliminary development of details and large-scale blow-ups.
 - Final building elevations.
 - Legend showing all symbols used on drawings.

- Reflective ceiling development including ceiling grid, light fixtures, HVAC outlets and ceiling accesses.
- Outline specifications.
- b. Structural
 - Plan drawings with all structural members located and sized.
 - Footing, beam, column and connection schedules.
 - Outline specifications.
 - Foundation drawings.
- c. Mechanical
 - Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
 - Major mechanical equipment schedule indicating size and capacity.
 - Mechanical equipment and ductwork sections and details.
 - Devices in ceiling located.
 - Ductwork and piping substantially located and sized.
 - Legend showing all symbols used on drawings.
 - Plumbing equipment schedules.
 - Plumbing floor plans logically sequenced showing equipment, fixtures to 5'0" beyond exterior face of building.
 - Standard plumbing details and other necessary details.
 - Outline specifications.
- d. Electrical
 - All power consuming equipment and load characteristics.
 - Total electric load.
 - Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.

- Complete preliminary site electrical distribution and lighting design.
 - One-line power system diagram.
 - One-line special systems diagrams.
 - Outline specifications.
 - Lighting, power, telecommunications and office automation devices and receptacles, low voltage systems including data, security, fire alarm, CATV and intercom, shown in plan.
 - Final light fixture schedule.
 - Interior electrical loads estimate for systems furniture, receptacles, lighting, and any other special use areas, etc.
- e. Food Service
- Food service floor plan showing kitchen equipment locations.
 - Outline specifications.
- f. Construction Cost Estimate
- In greater detail than the Schematic Phase, with all components described in C.S.I. format.

D. CONSTRUCTION DOCUMENTS PHASE

1. Upon written authorization from the Owner to proceed, the Architect shall prepare from the approved Design Development Documents, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project as defined in this agreement. The Owner will provide the Conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, Supplementary Commissioning Requirements and Construction Proposal Forms and Agreement(s) which the Architect shall incorporate into the Construction Documents.

The final documents shall incorporate the Owner's constructability and other review comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final construction document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without significant addenda or further clarification required.

2. Construction Documents shall be packaged as necessary to satisfy all items in Exhibit B, "Program Requirements"; and Exhibit C, "Construction Program Statement"; and completed in a timely fashion in accordance with the milestone completions per the Proposed Project Schedule, (noted in Section II, Part B of the Architectural Services RFP.

Exhibit C

3. Detailed drawings shall cover all work included in the Project or designated portion thereof.
4. Specifications shall be prepared using the Construction Specifications Institute (C.S.I.) 16- Division format.
5. The Architect shall provide the Construction Project Manager periodically, as requested, with copies of in- progress Construction Documents during this phase. Additionally, the Architect shall submit for approval by the Owner six (6) sets of preliminary Construction Documents at the stage of 95% completeness. In addition, two sets of "Permit Documents" are to be provided for the purposes of making application for building permit. Additional information as required to make a complete set of application documentation such as structural and energy calculations are to be provided with these two sets of "Permit Documents".
6. After review and approval of the 95% Construction Documents by the Owner, the Architect shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution and construction. After assembly of complete documents, the Owner will engage an independent printing firm to perform bidding/construction document distribution. Architect to assist in providing document formats consistent with the standard requirements of an independent printing firm. The Construction Project Manager and Owner will distribute all bid documents and addenda updates.
7. The Architect shall participate in such reviews and meetings as are necessary to establish that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.
8. Construction Cost Estimate - In greater detail than Design Development phase to permit review of all work items included in the Project.
9. The final construction documents shall contain bid alternates comprising not less than 10 percent of the estimated cost (5% above and 5% below the (CPE)) as mutually agreed for use in awarding the construction contract at the (CPE). The Architect shall receive Additional Services compensation for any alternates designed which are in excess of 5% over the (CPE) as determined by the bid receiving contract award.
10. The Contract Document drawings shall be prepared using Auto CADD's latest version, or approved, for DOS based computers. Specifications shall be produced using Microsoft Word latest version, for DOS based computers. Diskettes of the Contract Documents shall be submitted to the Owner at the commencement of the Bid/Award Phase and at the completion of Record Drawings.
11. It is understood and agreed that the calculations, drawings and specifications prepared pursuant to this Agreement, whether in hard copy or computer format, are instruments of professional service intended for use in the construction of this project. The Owner may retain copies, including copies stored in computer format, for information and reference in connection with the occupancy and use of the project including alterations thereto, expansions thereof and maintenance of the facility.

Exhibit C

Because of the possibility that information and data delivered in computer format may be altered, whether inadvertently or otherwise, the Architect reserves the right to retain the original tapes/disks/digital files and to remove from the copies provided to the Owner all identification reflecting the involvement of the Architect in their preparation. The Architect also reserves the right to retain hard copy originals of all project documentation delivered to the Owner in computer format, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Owner is informed by the Architect that the automated conversion of information and data from the system and format used by the Architect to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event project documentation provided to the Owner in machine readable form is so converted, the Owner agrees to assume all risks associated therewith.

The Owner recognizes that changes or modifications to the Architect's instruments of professional service introduced by anyone other than the Architect may result in consequences which the Architect can neither predict nor control and the Owner agrees to assume all risks associated with such changes or modifications.

E. CONSTRUCTION BID/AWARD PHASE

1. After receiving written authorization from the Owner, the Architect shall proceed with the Construction Bid/Award Phase.
2. The Architect shall prepare such clarifications and addenda to the bidding documents as may be required. The Architect will provide these to the Owner and Project Manager for distribution to qualified plan holders.
3. The Architect will evaluate substitutions proposed by the Contractor and make subsequent revisions to Drawings, Specifications, and other documentation resulting there from.
4. The Construction Project Manager will schedule and conduct two (2) Prebid Conferences (for each construction contract, if applicable) with prospective bidders to review the Project requirements. The Architect shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within three (3) days after the Prebid Conference the Architect shall deliver to the Owner, if needed an Addendum addressing items requiring clarification or modification to the Contract Documents.
5. The Architect shall assist the Construction Project Manager and the Owner in obtaining or evaluating bids or negotiating proposals and preparing recommendations for the Owner concerning the contract award.
6. Should first bidding or negotiation produce prices in excess of the approved (CPE), the Architect and their sub-consultants, shall participate with the Construction Project Manager in such rebidding, renegotiation, and redesign, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved (CPE) or price(s) acceptable to the Owner. The Owner will assist in reducing project scope or quality, and/or redesign decisions as necessary to reduce the project cost. All redesign and scope reduction must be approved by

the Owner, whose approval will not be unreasonably withheld.

7. Should the Architect redesign or conduct rebidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take redesign/rebid delays into account at no additional expense to the Owner.
8. The Architect shall assist the Construction Project Manager in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Construction Project Manager will coordinate award(s) and Notice(s) to Proceed for the Owner.

F. CONSTRUCTION PHASE

1. The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Substantial Completion payment.
2. The Architect shall consult with the Construction Project Manager and the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
3. The Architect shall review shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The Architect shall accomplish the review and return of submittals within fourteen (14) calendar days from date of receipt except when authorized by the Construction Project Manager. The Architect shall provide one copy of reviewed submittals to the Construction Project Manager for additional review and comment. In the case of components subject to commissioning review, two copies of the submittals shall be provided.
4. The Architect shall review and approve or take other appropriate action upon 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. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the owner or of separate contractors, which allowing sufficient time in the Architect's professional judgment to permit adequate review. 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 to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
5. The Construction Project Manager will establish with the Architect procedures to be followed for review and processing of all shop drawings, catalog submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for

changes and applications for extensions of time. 6. The Architect shall, when requested by the Construction Project Manager, prepare Proposal Request documentation.

6. The Architect shall render to the Construction Project Manager, within three (3) working days unless otherwise authorized by the Construction Project Manager, whose authorization will not be unreasonably withheld, interpretations of requirements of the Contract Documents (R.F.I.'s). The Architect shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Architect's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
7. Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Architect be discovered, the Architect will prepare and submit to the Construction Project Manager, within three (3) working days unless otherwise authorized by the Construction Project Manager, whose authorization will not be unreasonably withheld, such amendments or supplementary documents and provide consultation as may be required, for which the Architect shall make no additional charges to the Owner.
8. The Construction Project Manager, as the exclusive representative of the Owner throughout this Contract, shall be the single point of contact with any and all Contractors, except when the Construction Project Manager or the Owner shall direct the Architect otherwise. All instructions to the Contractor(s) shall be issued by and through the Construction Project Manager except when the Construction Project Manager directs the Architect otherwise.
9. The Architect will have access to the Work at all times. All site visits, observations and other activities by the Architect shall be coordinated through the Construction Project Manager.
10. The Architect and its consultants (including, but not limited to, the structural, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Architect and its consultants shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Architect observes any work that does not conform to the Contract Documents, the Architect shall promptly make an oral and written report of all such observations to the Construction Project Manager. The Architect and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfill their obligations to the Owner. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
11. Periodic visits of the Architect shall be not less than once weekly, timed to coincide with the weekly construction progress meeting with the Contractor. Each engineering discipline shall make visits timed to coincide with the work applicable to its discipline. During critical work phases, each engineering discipline may be required to make visits timed to coincide with the construction progress. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Architect to the Construction Project Manager within three (3) working days of the visit.

12. The Architect shall render written field reports relating to the periodic visits and observations of the Project required by paragraph 11 within three (3) working days to the Construction Project Manager.
13. Based upon observations at the site and upon the Contractor's applications for payment, the Construction Project Manager and Architect shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement. The Construction Project Manager shall consult with the Architect in the determination of the amount due the Contractor and the Architect shall sign the Certificate of Payment prior to the time the Construction Project Manager transmits it to the Owner.
14. The Architect's signing of a Certificate of Payment shall constitute a representation by the Architect to the Owner, based upon the Design Architect's observations at the site and the data comprising the Application for Payment that the Work has progressed to the point indicated, that to the best of the Architect's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. However, if it should later be found that the Contractor has failed to comply with its contract with the Owner in any way or detail, such failures and subsequent compliance shall be the sole responsibility of said Contractor. By signing a Certificate for Payment to the Owner, the Architect shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.
15. If, in accordance with its duty, the Architect advises the Construction Project Manager of non-conforming work as stated in paragraph 10, the Architect shall confirm the non-conformance in writing to the Construction Project Manager within three (3) days of observation.
16. The Architect and Construction Project Manager, through the Architect, shall have the authority to reject work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional 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 the 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 the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the work.
17. The Architect shall assist in obtaining governing agency occupancy approval if any exceptions arise related to the design or specified materials.
18. When the Contractor provides notification that the Work or portions of the Work are substantially complete, the Architect and its consultants shall review the Work or portions of the Work and prepare and submit to the Project Manager a Certificate of Substantial Completion along with all punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Construction Project Manager shall transmit such punch lists to the Contractor(s). Substantial Completion will be defined to

mean the date certified by the Architect and Construction Project Manager when the work has sufficiently progressed, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use intended, with all parts and systems operable as required by the Contract Documents and where all work is complete, accessible, operable and usable by the Owner. Only incidental corrective work under "punchlists", commissioning reports and final cleaning, (if required beyond cleaning needed for the Owner's full use), may remain for Final Completion. The Owner may request that the Architect inspect and prepare a punch list on any portion of the Work.

19. The Architect shall assist the Construction Project Manager in preparing Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving any adjustments in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. The Construction Project Manager will issue all Change Orders and Construction Change Directives to the contractor.

G. POST CONSTRUCTION PHASE

1. The Post Construction Phase will commence upon the issuance of the Substantial Completion Certificate and shall be completed upon the expiration of the guarantee/warranty period.
2. The Architect shall prepare a set of reproducible, Mylar record prints of drawings showing significant changes in the Work made during the construction process, based on neatly and clearly marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project. The Architect shall redraft and transfer all the data furnished by the Contractor to record documents showing all significant changes in the work not merely copy the marked-up contract drawings provided by the Contractor. These record documents ("as-builts") shall be completed and delivered to the Owner no later than thirty (30) days after receipt from the Contractor. In addition to the Mylar record prints of drawings, the Architect shall provide two (2) copies of record prints on a readable disk format approved by the Owner.
3. The Architect shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
4. The Architect and/or its consultants shall observe and review test data of the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
5. The Architect shall review the Contractor furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Construction Project Manager for use by the Owner. In addition, the Architect shall conduct such observations as necessary to ensure all material and equipment warranties are in compliance with applicable specifications.
6. The Architect and its consultants shall conduct up to two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Architect, the additional inspections shall be deemed additional services.

7. Upon correction of the deficiency reports ("punch lists"), commissioning logs and acceptance of all other close-out submittals and certificates of the Contractor, the Construction Project Manager and the Architect shall approve the Application for Final Payment and forward it to the Owner for execution.
8. The Architect and its consultants shall conduct an inspection of the Project ten (10) working days prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

Exhibit D

-EXHIBIT D-

ADDITIONAL SERVICES

Any Additional Services must be authorized in advance by the Owner in writing, the Architect shall furnish or obtain from others the authorized services. The Architect shall be paid for these additional services by the Owner as herein provided to the extent they exceed the obligations of the Architect under this Agreement. Examples of potential additional services are as follows:

1. Providing financial feasibility or other special studies.
2. Providing planning surveys or alternative site evaluations.
3. Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Program of Requirements.
4. Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner or are due to causes beyond the control and without the fault and negligence of the Architect or its consultants or agents.
5. Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Architect.
6. Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up.
7. Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
8. Preparing to serve or serving as an expert witness for the Owner in connection with any public hearing, arbitration proceeding or legal proceeding; however, preparing to serve or serving as a fact witness for the Owner or rendering testimony necessary to secure governmental approval of zoning or land use clearances for the Project shall not constitute an additional service.
9. Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
10. Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats.
11. Providing additional or extended services during construction made necessary by (a) defective work of the Contractor; (b) prolongation of the Construction Contract time by more than 90 days, provided the prolongation is not due to the fault or negligence of the Architect, its employees, consultants or agents and (c) default under the Construction Contract due to delinquency or insolvency.
12. Providing more than two (2) complete Substantial Completion (punch-list) inspections attended by all disciplines and more than two (2) Final Completion inspections, per Construction Contract.

Exhibit D

Agreement for
Architect Services

13. Providing additional services and costs necessitated by out-of-town travel required by the Architect and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.
14. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.
15. Providing design and engineering of any work outside the property line.
16. Providing any services after completion of Post Construction phase as defined in Attachment D, Paragraph G1.
17. Providing services in connection with evaluating substitutions proposed by the Contractor once under constructions and making subsequent revisions to the Drawings, Specifications, and other documentation resulting therefrom.
18. Providing consultation concerning replacement of Work damaged by fire or other causes during construction, and furnishing services required in connection with the replacement of such work.
19. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Construction Contract.
20. Providing services in evaluating an extensive number of claims, not related to any Architect's design errors and omissions, submitted by the Contractor or others in connection with the work.
21. Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase except as outlined in Paragraph 3.1.2.
22. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
23. Providing services to extensively investigate existing conditions or facilities or to make measured drawings thereof.
24. Providing services to verify the accuracy of drawings or other information furnished by the Owner.
25. Providing detailed quantity surveys or inventories of materials, equipment and labor.
26. Providing analyses of owning and operating costs.
27. Providing services of consultants other than provided as a part of basic services.

Exhibit D

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