



**USC MASTER ARCHITECT'S SERVICE ORDER AGREEMENT**

**(for Multiple Projects of Limited Scope During a Specified Period)**

**University of Southern California**

**Agreement Between Owner and Architect**

[Based on AIA Documents B141 and B151 –1997 Edition]

**DATE:** This Agreement is made as of [REDACTED], 20[REDACTED].

**PARTIES:** "OWNER"

**UNIVERSITY OF SOUTHERN CALIFORNIA,**  
(a California non-profit corporation)  
[Capital Construction Development  
3434 South Grand Avenue, CDF  
Los Angeles, CA 90089-3162

"ARCHITECT"

[REDACTED]

Attention: [REDACTED]  
T: [REDACTED] | C: [REDACTED] | E: [REDACTED]

California Architects License No. [REDACTED]

**RECITALS**

- A. WHEREAS, Owner may, from time to time, desire to retain Architect to furnish Services (as defined below) for one or more of Owner's construction projects ("**Project**" or "**Projects**");
- B. WHEREAS, Architect desires to provide Services from time to time for Owner's Projects;
- C. WHEREAS, in anticipation of possibly retaining Architect's Services for one or more Projects, Owner and Architect now desire to enter into this Agreement in order to establish the general terms and conditions between Owner and Architect with respect to all Projects for which Architect performs Services;
- D. WHEREAS, when a specific Project arises, Owner and Architect desire to enter into an applicable "**Service Order**" that will establish the individual deal points and details for the specific Project and incorporate all of the general terms and conditions already agreed upon in this Agreement; and



E. WHEREAS, in an effort to expedite the process of obtaining Services from Architect, Owner and Architect desire to be bound by the general terms and conditions of this Agreement and the specific deal points and details for each specific Project upon execution of the applicable Service Order;

NOW THEREFORE, Owner and Architect (individually "**Party**", collectively "**Parties**") agree as follows:

## ARTICLE 1 – ARCHITECT'S RESPONSIBILITIES

### 1.1 GENERAL

Owner and Architect hereby enter into this Agreement and establish the general terms and conditions between the Parties in order to expedite the utilization of Architect's Services when and if one or more specific Projects arise. If a specific Project arises, Owner shall have the option, but not the duty, to retain Architect to perform certain Services for such Project by executing a mutually agreeable Service Order for such Project executed by the Parties. The form of Service Order to be utilized by the Parties is attached hereto in **Exhibit 1**. By executing this Agreement, the Parties acknowledge and agree that the terms and conditions of this Agreement shall be automatically incorporated into each Service Order, unless expressly written otherwise in an executed Service Order. Each Service Order shall set forth the location of the applicable Project, the nature and scope of the Services to be performed by Architect for such applicable Project ("**Scope of Services**"), an initial schedule of Milestone Dates (as defined below), and the amount and basis of compensation for the Scope of Services. Notwithstanding anything to the contrary contained in this Agreement, the Scope of Services for each Service Order shall automatically incorporate (without the need for express reference in such Service Order), without limitation, those services included in Architect's Basic Services (as defined below) under this Agreement, unless otherwise expressly set forth in such Service Order.

With respect to each Service Order, Architect agrees to perform during the term of such Service Order each and every service enumerated herein and in the Scope of Services for such Service Order, in accordance with the milestone dates for deliverables and for performance set forth in the schedule of milestone dates attached to such Service Order (the "**Milestone Dates**"). As further described in this Agreement and in the contract between Owner and the general contractor performing the construction work for the applicable Project (the "**Contractor**"), Contractor and its subcontractors shall perform the construction work for the applicable Project (the "**Work**"), as required by the instruments of service prepared by Architect and its consultants for such applicable Project as detailed below, including Article 6, and pursuant to Contractor's means and methods of carrying out the Work for such applicable Project.

For each Service Order, "**Services**" shall mean, collectively, Architect's Basic Services, the Additional Services (as those terms are defined below) and all other services performed or required to be performed by Architect under such Service Order.



## 1.2 OWNER'S SEPARATE CONSULTANTS

Owner, at its sole option, may retain a pre-construction services professional, construction manager, contractor or other consultants in connection with various phases of design and construction, including cost estimating and budget control, for each Project ("**Owner's Separate Consultants**"). Owner's Separate Consultants may be designated in the applicable Service Order or in writing after execution of such applicable Service Order. Owner's retention and use of Separate Consultants shall not in any way diminish or supersede Architect's responsibilities under this Agreement or under any Service Order unless otherwise agreed to in writing by the Parties.

## 1.3 RELATIONSHIP OF THE PARTIES

Architect accepts the relationship of trust and confidence established with Owner by this Agreement and each Service Order, and covenants with Owner to cooperate with and coordinate its Services under each Service Order with Owner's Separate Consultants for the Project to which such Service Order pertains in protecting the interests of Owner. Architect shall use its best efforts to perform the Services under each Service Order in an expeditious and economical manner in accordance with the standard of care set forth in Section 2.1.5 below and, to the extent consistent therewith, in accordance with the interests of Owner and Owner's Budget for Construction Cost for the Project to which such Service Order pertains. Architect shall endeavor to promote harmony and cooperation among Architect, Owner, Owner's Separate Consultants, Contractor and other persons or entities employed by Owner for each Project.

## 1.4 ARCHITECT'S PERSONNEL

1.4.1 Architect's Project Representative. "**Architect's Project Representative**" for each Service Order shall be mutually agreed upon by the Parties and identified in such Service Order. Architect's Project Representative shall perform all of the following services in connection with each Service Order: (a) be actively involved throughout all phases of design and construction of the Project to which such Service Order pertains; (b) at all times maintain oversight of the Project to which such Service Order pertains; (c) have full authority to represent and act on behalf of Architect for all purposes under such Service Order; (d) supervise and direct the Services required under such Service Order using his or her best skill and attention; (e) be responsible for the means, methods, techniques, sequences and procedures used for the Services required under such Service Order; (f) adequately coordinate all portions of the Services required under such Service Order; and (g) act as the principal contact with Owner and all contractors, consultants, engineers and inspectors on the Project to which such Service Order pertains.

1.4.2 Architect's Key Personnel. In addition to Architect's Project Representative, Architect represents to Owner that certain additional key personnel for each Service Order, mutually agreed upon by the Parties and identified in such Service Order, will perform the Services required by such Service Order and this Agreement (such designated



personnel referred to herein as “**Key Personnel**”). Owner may at any time elect to add job categories to Architect's Key Personnel list. Key Personnel shall devote as much of their time to the applicable Project as may be appropriate to and consistent with full and timely performance of the Services by Architect. Architect agrees that the Key Personnel shall not be removed from their responsibilities on the applicable Project without the prior written consent of Owner, except in the event of death, disability or departure from the employment of Architect. In the event, however, that any Key Personnel should become unavailable, due to suspension of the applicable Project, death, disability, or departure from the employment of Architect, any subsequent Key Personnel selected by Architect for the applicable Project must receive prior written approval by Owner. Such approval by Owner shall not be unreasonably withheld.

1.4.3 Architect's Consultants. Architect has the option, unless Owner reasonably objects in writing, to employ, at its expense, consultants qualified and licensed to render all or a portion of the Services required under any Service Order and this Agreement (such consultants employed by Architect referred to herein as “**Consultants**”). Although Architect may delegate certain Services to its Consultants, Architect shall remain jointly and severally liable and responsible for all Services required under each Service Order and this Agreement. Architect’s Consultants shall be specifically identified in each Service Order. Whenever it is necessary for Architect to employ additional Consultants or substitute designated Consultants, Architect shall obtain Owner's prior written consent. Architect shall enter into written agreements with the Consultants and in the agreements, Architect shall require each Consultant to assume all the applicable terms and conditions of this Agreement and the Service Order pursuant to the standard of care set forth in Section 2.1.5 below and in compliance with all Applicable Law. Further, Architect shall require each Consultant to provide a breakdown and back-up for all such Services and for costs that it incurs each month that will be included in Architect's invoices to Owner. Owner shall have the right, but not the obligation, to request, review and accept or reject the form and substance of Architect's contracts with its Consultants and sub-consultants. Consultants hired by Architect shall meet the insurance requirements set forth in Article 12 herein and their contracts shall not contain any waiver or limitation of liability unless approved by Owner in writing. Each Consultant contract is hereby assigned by Architect to Owner, provided that the assignment is effective only after termination of this Agreement or the applicable Service Order by Owner and only for those Consultant contracts that Owner accepts by notifying the Consultant in writing.

1.4.4 Changes in Architect's Project Representative, Key Personnel and Consultants. The Services provided by Architect are deemed to be personal services. Architect understands and acknowledges that its selection by Owner for the applicable Project was, in part, based on Architect’s Project Representative, Key Personnel and Consultants designated in the Service Order for such applicable Project Order. Architect shall not make changes to Architect’s Project Representative, Key Personnel or Consultants or reduce their responsibilities for any Project without the prior written approval of Owner. Should circumstances beyond the control of Architect result in changes to any individual



or entity so designated, Architect shall submit the credentials of Architect's proposed replacement for Owner's approval. If Owner determines, in its sole discretion, that the performance of any person or entity employed by Architect on a Project is unsatisfactory, then at the written request of Owner, Architect shall remove, reassign or replace such individual or entity without additional cost to Owner and such individual or entity shall not be reemployed on such Project or any other Project, without the prior written approval of Owner.

1.4.5 Qualifications and Licenses. Services furnished by or on behalf of Architect shall be performed by persons or entities: (a) qualified to perform the Services assigned to them; (b) licensed to practice their respective trades or professions, where required by law; and (c) committed to assume professional responsibility within the standard of care set forth in Section 2.1.5 below for the design documents, calculations and Project Documents (as defined below) prepared or furnished by them. Architect's Project Representative, Key Personnel and Consultants performing Services for a Project shall be experienced in projects of similar nature and complexity to such Project and shall be approved by Owner in writing prior to their assignment to such Project.

1.4.6 Suitability of Services and Cooperation.

1.4.6.1 Architect shall, upon request of Owner, provide all Project Documents for a Project, including, without limitation, all calculations, data, charts, and other information of any type whatsoever which support the Services for such Project performed by Architect or its Consultants. Neither Architect nor its Consultants may refuse to provide Project Documents for any Project on the grounds the information is proprietary.

1.4.6.2 Architect is aware and agrees that Owner has the right to submit the Project Documents of Architect and its Consultants for any Project to independent reviewers. Architect agrees to fully cooperate, and to contractually secure the agreement of its Consultants to cooperate with such reviewers and to respond to comments made by such reviewers as Owner deems appropriate. Architect's obligation to cooperate includes responding in an objective professional manner to requests for information of such reviewers, entering into a dialogue with the reviewer regarding the comments of the reviewers and modifying or supplementing the Project Documents for each Project as may be determined by Owner in its reasonable discretion.

1.4.6.3 Owner may disapprove Services, Project Documents or Architect's invoice charges for any Project, if, in its reasonable discretion, the Services, Project Documents or charges for such Project do not conform with the requirements of the Service Order for such Project or the terms of this Agreement, acceptable practices, or are impractical, uneconomical, ineffective or unsuited in any way for the purpose for which Architect is retained. If Owner disapproves any Services, Project Documents or charges for a Project, then Architect shall immediately revise the Services, Project Documents or charges for such Project to meet Owner's approval. Owner reserves the right to withhold or deny compensation for unacceptable Services, Project Documents or charges for any Project.



1.4.6.4 Owner has the right, but not the obligation, to disapprove or override Architect's decisions on matters affecting aesthetics, function, cost or timing of construction of any Project. Accordingly, Owner shall have the right, but not the obligation, to disapprove any portion of Architect's Services or Project Documents for a Project if, in Owner's opinion, the Services or Project Documents for such Project (a) are inconsistent with Owner's objectives for aesthetics or functional needs for such Project, or (b) provide for or would result in a Construction Cost (as defined below) for such Project or a time for construction for such Project unacceptable to Owner and/or likely to render such Project infeasible. In such event, Architect shall proceed, when requested by Owner, with revisions to its Services or Project Documents necessary to bring the applicable Project into compliance with Owner's needs. These revisions will be made without adjustment to the compensation provided for herein if the revisions are caused, in whole or in part, by the acts, errors or omissions of Architect or its Consultants. Architect shall notify Owner in writing and receive approval from Owner before proceeding with any revisions. If Architect fails to undertake such revisions within a reasonable time so as not to cause delay to the applicable Project, then, in addition to its remedies under contract or law, Owner shall have the right to retain others to complete such revisions and withhold the cost of such corrective services from payments then or thereafter due Architect under the Service Order for such applicable Project and this Agreement.

## 1.5 TIME

1.5.1 Phased Delivery. Time is of the essence for performance of the Services required by each Service Order and this Agreement. Architect's Basic Services under each Service Order shall commence upon the commencement date set forth in such Service Order or Owner's issuance of a Notice to Proceed for such Service Order, and shall conform to the Milestone Dates attached to such Service Order. The initiation by Architect of each of the Phases of Services for a Project will commence upon receipt of a written authorization from Owner's Representative authorizing Architect to proceed with such Phase for such Project to the extent of such written authorization. Owner may direct Architect to initiate phased issuance of Drawings and Specifications (as defined below) for any Project to facilitate phased bidding and construction of the Work for such Project, in which case multiple phases of Services for such Project may proceed concurrently. If Additional Services for a Project are required to proceed concurrently with multiple phases of Basic Services for such Project, the Parties shall determine the basis for any additional compensation to Architect pursuant to the Additional Services provisions of this Agreement.

1.5.2 Schedule. Milestone Dates for the deliverables and performance of the Scope of Services of Architect and its Consultants for each Project, and Owner's target project dates, shall be included in the Service Order pertaining to such Project. The Schedule for Basic Compensation for each phase of Services shall also be included in or attached to each Service Order. The Milestone Dates for each Project shall be used by Architect to prepare a comprehensive schedule ("**Schedule**") for review and acceptance by Owner for



such Project. Architect shall update the Schedule for each Project regularly to reflect the status of such Project. The Schedule for each Project and any updates thereto shall include, but be limited to the following: (a) the period within which Architect agrees to complete performance of each phase of its Basic Services for such Project; (b) the periods of time allowed for Owner-supplied information and services for such Project; (c) the periods of time required for reviews and approvals by public authorities having jurisdiction over such Project; (d) the periods of time for coordination of design documents for such Project; and (e) the periods of time for review of Shop Drawings, RFI's (as defined below) and other Submittals (as defined below) for such Project. Architect shall timely respond to Shop Drawings, RFI's and other Submittals for each Project within the time periods detailed in Sections 2.6.7 and 2.6.9, below. Notwithstanding the foregoing, in performing its Services under each Service Order and this Agreement, Architect shall not deviate from the Schedule for the applicable Project without prior written authorization by Owner. Whether or not deviations from the Schedule for the applicable Project have been authorized by Owner, Architect shall submit updates to the Schedule for such applicable Project as necessary to reflect Owner's approved changes or unavoidable deviations, indicating probable impacts of those deviations on the performance of Architect's Services and the construction Work of such applicable Project. Nothing in this Agreement shall be construed as a waiver of Owner's right to obtain compliance by Architect with the Milestone Dates for any Project.

- 1.5.3 Excusable Delay. Any delays in Architect's Services under a Service Order caused by the following shall be grounds for extending the time for performance of Services under such Service Order to the extent impacted by such delays: (a) the actions of Owner or its employees; (b) the actions of those in direct contractual relationship with Owner; (c) the actions of any governmental agency having jurisdiction over the Project to which such Service Order pertains; (d) the actions of any Parties not within the reasonable control of Architect; (e) any civil unrest, insurrection, natural disaster or other act of God, war conditions, governmental regulations or actions, embargo, fire, floods, earthquakes ("**Force Majeure**"); or (f) other unforeseen occurrences not due to any fault or negligence on the part of Architect all of which, by Architect's exercise of due diligence, could not have been avoided (each, an "**Excusable Delay**"). Owner shall not be liable to Architect for costs or damages, liquidated or otherwise, on account of any Excusable Delays. Architect shall, within ten (10) calendar days after the beginning of any alleged Excusable Delay (unless Owner in writing grants a further period of time to file such notice), notify Owner in writing of the alleged Excusable Delay and request a time extension supported by information sufficient to substantiate the request. Owner will then ascertain the facts and the extent of the alleged Excusable Delay and determine whether or not it indeed constitutes an Excusable Delay and, if so, whether or not to grant an extension of time for Architect's performance of the Services under the applicable Service Order; Owner shall grant an extension of time for Architect's performance of Services for a Service Order in the event of an Excusable Delay if, in weighing the circumstances of such Excusable Delay, Owner determines in its sole judgment that the circumstances justify such an extension. Extensions of time shall apply only to that



portion of Services under a Service Order affected by the Excusable Delay and shall not apply to other portions of the Services under such Service Order that are not so affected. The sole remedy of Architect for Excusable Delays under a Service Order shall be an extension of the deadlines in the Schedule to the extent impacted by the Excusable Delay at no cost to Owner. If Additional Services are caused by an Excusable Delay, the Parties shall determine the basis for any additional compensation to Architect pursuant to the Additional Services provisions of this Agreement.

1.5.4 **Extraordinary Measures.** If Owner determines that the performance of the Services under a Service Order has not progressed or reached the level of completion required by the accepted Schedule for the Project to which such Service Order pertains, then Owner shall have the right to order Architect to implement corrective measures within ten (10) calendar days of Owner's written demand, to expedite the progress of Services under such Service Order, including, without limitation, (a) working overtime, and/or (b) supplying additional personnel or Consultants or other similar measures (hereinafter referred to collectively as "**Extraordinary Measures**"). Such Extraordinary Measures shall continue until the progress of the Services under the Service Order complies with the deadlines required by the accepted Schedule for the Project to which such Service Order pertains. Architect shall not be entitled to an adjustment in compensation in connection with the Extraordinary Measures required by Owner pursuant to this Section 1.5.4 if such Extraordinary Measures are caused, in whole or in part, by the acts, errors or omissions of Architect or its Consultants. Owner may exercise its rights to order Extraordinary Measures as frequently as Owner deems necessary to ensure that Architect's performance of Services under a Service Order will comply with the Schedule for the Project to which such Service Order pertains. If Architect fails to implement or commence Extraordinary Measures within ten (10) calendar days of Owner's written demand, Owner shall have the right to exercise such remedies under contract or law as Owner deems appropriate including, but not limited to, terminating Architect for cause.

1.5.5 **Term of Agreement.** The term of this Agreement shall commence on **Month Day, Year** and expire on **Month Day, Year** ("**Term**"). Notwithstanding the foregoing, Owner shall have one (1) option to renew this Agreement for a period of up to two (2) years (the "**Renewal Term**") by delivery of written notice to Architect no later than thirty (30) days prior to the expiration of the initial Term. The Renewal Term shall be upon all of the same terms and conditions as contained in this Agreement except that the Parties shall negotiate, acting reasonably and in good faith, new hourly rates. If Owner exercises its renewal option as described in the foregoing, the Parties shall promptly memorialize such exercise (and the new hourly rates) in an Amendment to this Master Agreement.

## ARTICLE 2 – SCOPE OF ARCHITECT'S BASIC SERVICES

### 2.1 GENERAL

2.1.1 **Basic Services.** Architect's Basic Services for each Project shall consist of those services described herein and in the Scope of Services attached to the Service Order for such





Project, except those services specifically identified as Additional Services or the services of others. Architect's Basic Services for each Project shall include, without limitation, normal civil, structural, mechanical and electrical engineering services, landscape architecture and special systems consultants and any other design services which are normally or customarily furnished and reasonably necessary for such Project. Collection and evaluation of all information regarding the scope of each Project and existing conditions, to the extent required by Architect to execute its Services under the Service Order applicable to such Project shall be included in the Basic Services to be provided by Architect, except as otherwise provided in this Agreement.

2.1.2 Owner-Supplied Information and Design Delegation. Those portions of the design for a Project that are Owner-supplied services or that Architect intends to delegate to the Contractor or trade subcontractors shall be identified in the Service Order for such Project. Architect shall be permitted to delegate design responsibility only with the advance written authorization of Owner of the specific component of the design. As to any portions of the design for a Project that Architect delegates to individuals and entities other than its designated Consultants, Architect shall specify, in the Construction Documents (as defined below) for such Project, appropriate performance and design criteria that such services must satisfy and the qualifications and experience necessary to perform such design services. Architect shall review the work product of such delegated design for conformity to the design and performance criteria prepared by Architect for the applicable Project, and shall ensure that the delegated design – whether in the form of reports, Drawings, Specifications or shop drawings or submittals or as-builts – is integrated and coordinated with the Project Documents, Construction Documents, and Record Drawings for such applicable Project.

2.1.3 Integration and Coordination. Consistent with the standard of care set forth in Section 2.1.5 below, Architect shall be responsible for the complete integrated and coordinated Project design for each Project and for the coordination of all Drawings prepared by Architect and Architect's Consultants, Specifications, and Project Documents relating to the design and used on such Project, regardless of whether such Project Documents are prepared by Architect, Consultants, Owner or others. Architect shall coordinate design documents during all phases of Services for a Project. Architect shall be responsible for coordination and internal checking of all Drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each Drawing were prepared by Architect except Owner provided geo-technical information and project survey(s). Architect shall be responsible for the completeness and accuracy of all Drawings, Specifications and documents submitted by or through Architect and for the compliance with all Applicable Law (as defined below). Architect shall coordinate with Owner regarding Owner-supplied systems and design for each Project and include in



Architect's Construction Documents for such Project all Work to be provided by Contractor for such Project.

#### 2.1.4 Applicable Law.

2.1.4.1 **Knowledge and Compliance.** Architect and its Consultants shall keep fully informed of and comply with all applicable local, state and federal laws, rules and regulations in any manner affecting the performance of the Services or affecting each Project ("**Applicable Law**"), and shall give all notices required of Architect by Applicable Law. Architect shall be liable for all violations of Applicable Law made in connection with its Services for any Project that constitute a breach of the standard of care set forth in Section 2.1.5 below. Architect shall indemnify and hold Owner, its officials, officers, employees, and its consultants free and harmless from any claim or liability to the extent caused by the negligent failure to comply with Applicable Law.

2.1.4.2 **Drawings, Specifications, and Revit with linked AutoCAD Documents.** Architect shall cause all graphic and pictorial documents showing the design, location and dimension of the Work for a Project ("**Drawings**") provided in CAD and Revit with linked AutoCAD ("**Revit Linked Models**") documents and written requirements for materials, equipment, systems, standards and workmanship for construction of the Work for such Project ("**Specifications**"), including but not limited to the Construction Documents for such Project, to conform to the Applicable Law in effect as of the time the Drawings and Specifications for such Project are prepared or revised during the Construction Documents phase of the Services described herein for such Project. Architect has a duty to monitor changes to Applicable Laws and to promptly advise Owner of any changes that potentially may impact a Project. Any substantial revisions to the Drawings and Specifications made necessary by legislative enactment of new laws or changes in Applicable Law after the Construction Documents phase for a Project may be compensated as Additional Services. Architect shall cause the necessary copies of the Drawings and Specifications for each Project to be filed with any governmental bodies with approval jurisdiction over such Project.

2.1.4.3 **Drawings.** All CAD drawings shall be prepared in accordance with the University of Southern California CAD Drawing File and Layering Standards attached hereto as **Exhibit 2** (as may be updated by Owner from time to time). The medium for transmittal of all CAD files shall be the latest version of "**AutoCAD**". If included in the Scope of Services under the applicable Service Order, drawings shall be prepared in accordance with University Record Revit Model Requirements as indicated in **Exhibit 2**.

2.1.4.4 **Americans with Disabilities Act.** Pursuant to the standard of care set forth in Section 2.1.5 below, Architect will interpret all Applicable Law with respect to accessibility matters for each Project, including those of the Americans with Disabilities Act of 1990 ("**ADA**") and as contained in the California Code of Regulations. Owner acknowledges and understands, however, that the ADA is subject to various and possibly contradictory



interpretation. Furthermore, compliance may involve factors beyond the control of Architect including, but not limited to, Owner's use and operation of a completed Project.

**2.1.4.5 Permits, Approvals and Authorizations.** Throughout all phases of Services for each Project, Architect shall inform Owner in writing of all permits, filings, approvals or other authorizations required for such Project from all federal, state or local governmental bodies with approval jurisdiction over such Project. Architect shall be responsible for processing all permits for each Project and collaborating with and assisting Owner and Owner's Separate Consultants, if any, in obtaining prompt issuance of all such permits, approvals and other authorizations required for such Project including, but not limited to, obtaining a final certificate of occupancy or similar final certificate unless otherwise provided in the Scope of Services under the Service Order for such Project. The costs of such permits, approvals and other authorizations for each Project shall be paid by Owner unless indicated in the Service Order.

**2.1.4.6 Project Management Information System (PMIS).** Architect shall comply with Owner's PMIS Requirements as described in **Exhibit 7** for using a web-based system for project collaboration and data tracking among team members on a Project during the life of such Project.

**2.1.4.7 Project Substantial Completion and Closeout.** Architect shall comply with procedures and policies for the Construction Documents for each Project in accordance with Owner's Substantial Completion and Close-Out Requirements included in **Exhibit 3**.

**2.1.5 Standard of Care.**

**2.1.5.1 General.** By execution of this Agreement and the applicable Service Order, Architect hereby represents, warrants and covenants the following: (a) that it has the professional experience and skill to perform the Services required hereunder and under such applicable Service Order; (b) that it shall perform the Services under such applicable Service Order in a manner consistent with that degree of skill and care ordinarily exercised by similarly situated members of Architect's profession at the time such applicable Service Order is in effect; (c) that it shall comply with all Applicable Laws in performing its Services under such applicable Service Order, including but not limited to all professional registration (both corporate and individual) for all required basic disciplines; (d) that it shall perform the Services under such applicable Service Order in accordance with generally accepted professional standards and in an expeditious and economical manner; (e) that it shall maintain sufficient capital assets and shall be adequately financed to meet all financial obligations it may be required to incur under this Agreement and such applicable Service Order; and (f) that it shall provide and employ in connection with the performance of Services under such applicable Service Order personnel qualified and experienced in their profession, it being understood that Owner may at any time require Architect to remove, and Architect shall forthwith remove, any individual or entity employed in connection with the performance of the Services under any Service Order.



- 2.1.5.2 **Correction of Errors and Omissions.** If, at any time during the performance of its Services under a Service Order or during the maximum period permitted by Applicable Law after completion of the Project to which such Service Order pertains, it is discovered that Architect or any of its officers, directors, agents, subcontractors, employees, or Consultants has committed any negligent act, error, omission, willful misconduct, fraud, or has failed to meet the warranties, representations and agreements contained herein and the aforementioned standard of care (collectively, "**PL Fault**"), which has caused or will cause otherwise unnecessary additional expense to Owner, then Architect shall, at Owner's request, promptly make all necessary corrections, bear any and all additional expense and costs associated with the correction of same and perform all necessary Services under such Service Order to resolve such PL Fault. Correction of a PL Fault shall include, but not be limited to, additional architectural and engineering services, design documentation, travel, demolition, removal, relocation, manufacture, fabrication, inspection, construction, testing and installation, irrespective of whether originally performed by Architect, Owner, or a third party. Owner's acceptance or approval of or payment for Services or Project Documents furnished by Architect shall not relieve Architect from the obligation to correct subsequently discovered PL Faults. Nothing herein shall be construed as placing responsibility on Architect for costs that Owner would have been responsible for regardless of a PL Fault.
- 2.1.6 Meetings and Meeting Minutes. Throughout all phases of Services for a Project, Architect shall attend meetings with Owner, Owner's Separate Consultants, contractors and governmental agencies as reasonably necessary to perform Architect's Services under the Service Order applicable to such Project. Architect shall be responsible for providing meeting minutes during the design phase of each Project. Architect shall record in the meeting minutes significant discussions, agreements, disagreements and action items. Architect shall distribute the draft meeting minutes to everyone concerned, within two (2) days of the meeting. Architect shall issue amended minutes addressing issues and incorporating comments submitted in writing by attendees to everyone concerned by the next meeting for weekly meeting minutes or within two (2) days of receiving comments from Owner for less frequent meetings.
- 2.1.7 Cost Estimating and Budget. At intervals appropriate to the progress of Schematic Design, Design Development, Construction Documents and Bidding and Negotiation phases of Services for each Project, or as otherwise indicated in the Service Order for such Project, Architect shall collaborate with Owner's Separate Consultants and perform the cost estimating services described in Article 5.
- 2.1.8 Value Engineering. At intervals appropriate to the progress of Schematic Design, Design Development, Construction Documents and Bidding and Negotiation Phases of Services for each Project, or as otherwise indicated in the Service Order for such Project, Architect shall conduct "value engineering" alternatives for all major building design elements, structural and mechanical systems for such Project, using a consulting team consisting of Architect and its Consultants, Owner, and Owner's Separate Consultants, to assist Owner



in achieving its objectives concerning aesthetics, function, Construction Cost and time for completion of the Work for such Project. Factors that Architect will consider include site use, selection of building systems and materials. Particular attention shall be given to alternative design proposals, possible economics and identification of options that will maximize benefits to Owner. Architect shall offer and consider the value engineering suggestions, and shall provide Owner with a written evaluation of the appropriateness of comments by Owner's Separate Consultants. This evaluation shall include comparative costs and benefits of alternative materials and systems and issues relating to pragmatism, end-user needs, budget, function and aesthetics.

2.1.9 Office of Foreign Assets Contract ("OFAC"). Architect represents that it is either a United States citizen, permanent resident alien, entity organized under the laws of the United States or its territories, or entity having its principal place of business within the United States or its territories (collectively, a "**U.S. Person**"). Architect and its Consultants are not now, and shall not at any time during the term of this Agreement, be individuals, entities, or governmental agencies with whom a U.S. Person may not transact business of the type contemplated by this Agreement under any applicable state or federal laws, including lists administered by the U.S. Treasury Department's Office of Foreign Assets Control or otherwise.

## 2.2 SCHEMATIC DESIGN PHASE

2.2.1 Initial Review. Upon receipt of Owner's written authorization, Architect shall review the Scope of Services under each Service Order to ascertain the requirements of the Project to which such Service Order pertains and shall arrive at a mutual understanding of such requirements with Owner. This mutual understanding shall be reflected in a written document which shall be prepared and submitted by Architect within fifteen (15) calendar days after the commencement of the Schematic Design Phase for each Project; such document shall include, without limitation, the following components: the size and elements of such Project, a preliminary site plan, and the intended function(s) and the relationship to adjacent areas and buildings.

2.2.2 Schematic Design Documents. Based upon the initial review and mutual understanding reached as to the Owner's Program (as defined below), schedule and Owner's Budget for Construction Cost (as defined below) for each Project, the Architect shall prepare, for approval by Owner, Schematic Design Documents for such Project consisting of drawings and other documents illustrating the scale and relationship of project components. These Schematic Design Documents shall include: alternative building system and component options including building envelope, structural, mechanical and electrical systems with corresponding energy consumption and life cycle cost analysis; conceptual site and building plans; preliminary sections and elevations; development of approximate dimensions, areas and volumes; and perspective sketches, concentrating on exterior styles and design.



2.2.3 Interim Reviews. At intervals appropriate to the progress of the Schematic Design Phase for each Project and otherwise agreeable to Owner, Architect shall meet with Owner and Owner's Separate Consultants for review and approval of the schematic design studies and other documents that depict the current status of the Schematic Design Documents for such Project, and other relevant data and information necessary to allow Owner to evaluate, critique and review the content of the design for such Project. As part of these interim reviews for each Project, Architect shall evaluate Owner's Program, schedule and Owner's Budget for Construction Cost requirements for such Project and review these requirements, each in terms of the other and with alternative approaches to design and construction for such Project. Architect shall provide Owner with written reports detailing the substance of and actions recommended by the reviews.

2.2.4 Final Schematic Design and Building Commissioning Review.

2.2.4.1 **Schematic Design Review.** Upon completion of the Schematic Design Phase for each Project, Architect shall submit Design Intent and Basis of Design Documents to Owner for such Project. The Schematic Design Documents for each Project shall provide a detailed narrative depiction of the architectural, civil, structural, mechanical, electrical, plumbing systems, landscape and interior design elements, design criteria ideas and alternative concepts described in the Scope of Services for the Service Order pertaining to such Project, and shall include a summary of all the information produced by Architect in performing the Services described in Section 2.2 herein. The Basis of Design Documents for each Project shall contain the information necessary to accomplish the Design Intent for such Project including, but not limited to, indoor and outdoor design conditions, thermal characteristics of the structure, occupancy use, heating and cooling loads of various zones, systems diversity, noise and vibration criteria, energy use and energy efficiency goals. Further, Architect shall submit to Owner chipboard massing models, plans, including typical floor plans, elevations, other relevant drawings, data and information, of appropriate scale, media type and colors specified by Owner, necessary for Owner to evaluate, review and comment regarding the overall progress and content of the design of each Project. Architect shall provide analysis of the current/updated preliminary estimates of Construction Costs for each Project prepared in accordance with Section 5.2 below; any changes in Owner's Budget for Construction Costs for each Project; and value engineering proposals and schedules for the remaining design and construction of each Project. Architect shall provide written evaluations of Owner's Program, schedule and Owner's Budget for Construction Costs for each Project, alternative approaches to design and construction of each Project, and review of governmental community and utility requirements and a copy of the final Schematic Design Documents for each Project in a reproducible format and in the latest versions of CAD and Revit and compatible with Owner's computer programs. This review shall be an integral part of the approval process for the Schematic Design Phase for each Project. If the preliminary estimate of Construction Cost for a Project or any adjustment thereto exceeds Owner's Budget for Construction Costs for such Project, Architect shall, at its sole cost and expense, revise and adjust the design to conform to Owner's Budget for



Construction Costs for such Project. Owner shall review these documents together with the Design Intent and Basis of Design Documents for each Project and other materials and provide comments to Architect. Architect shall consider the comments offered at this review and provide Owner with a written response and evaluation of these comments. Architect may not proceed into the Design Development Phase for a Project without receiving written approval from Owner of the Schematic Design Documents for such Project.

2.2.4.2 **Building Commissioning Review.** Owner's Separate Consultants shall assemble templates for building systems subject to commissioning and validating procedures. Upon completion of the Schematic Design Phase for each Project, Architect shall review and analyze these templates and provide written comments to Owner and Owner's Separate Consultants for such Project.

## 2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Design Development Documents. Upon receipt of Owner's written authorization and based on the Schematic Design Documents for each Project approved by Owner in writing, Architect shall prepare, for review and approval by Owner, Design Development Documents for such Project consisting of drawings, an estimate of Construction Costs for such Project, as detailed in Sections 5.2 through 5.2.3 below, and other documents to establish final scope, relationships, forms, size and appearance of such Project. The Design Development Documents for each Project shall: include plans, sections and elevations, typical construction details, 3-dimension sketches, final material selections and equipment layouts; establish basic structural systems and dimensions, final structural design criteria and preliminary sizing of major structural components; coordinate critical clearance requirements; include outline specifications and material lists, finishes and colors; establish approximate mechanical equipment sizes and capacities, preliminary layouts, required space, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures; establish criteria for lighting, electrical and communications systems, approximate sizes and capacities of major components, preliminary equipment layouts, required space, chases and clearances; and establish the final scope and preliminary details for on and off-site Work for such Project.

2.3.2 Interim Reviews. At intervals appropriate to the progress of the Design Development Phase for each Project, and agreeable to Owner, Architect shall meet with Owner and Owner's Separate Consultants for such Project for review and approval of the documents that depict the current status of Design Development Documents for such Project, and other relevant data and information, necessary to allow Owner to evaluate, critique and review the level of coordination, overall progress and content of the design for such Project. As part of these interim reviews, Architect shall evaluate Owner's Program, schedule and Owner's Budget for Construction Costs for each Project and review these requirements, each in terms of the other and with alternative approaches to design and construction of such Project. Architect shall provide Owner with written reports detailing the substance and actions recommended by the reviews.



- 2.3.3 Tests. Architect shall advise Owner of any need for, or advisability of, Owner's securing any tests, analyses, studies, reports, or consultants' services in connection with the development of the design and Construction Documents for each Project.
- 2.3.4 Energy Analysis. As part of Architect's Basic Services for each Project, Architect and its Consultants shall conduct a cost/benefit analysis of all energy consuming systems for such Project, and all proposed energy conservation measures shall demonstrate a minimum potential seven (7) year payback.
- 2.3.5 Final Design Development and Building Commissioning Review.
- 2.3.5.1 **Design Development Review.** Upon completion of the Design Development Phase for each Project, Architect shall submit to Owner drawings, outline specifications and such other documents as Owner may require for such Project, for Owner's review and approval, including, at least: a written review of the structural, mechanical and electrical systems; selection of materials and finishes (including color boards and samples for all finish items); studies of structural framing and details; background floor plans with dimensioned structural grids; delineation of all major equipment required for such Project and identification of any anticipated long lead-time items; analysis of the current/updated preliminary estimates of Construction Costs for such Project prepared in accordance with Section 5.2 below; any changes in Owner's Budget for Construction Costs for such Project; and value engineering proposals and schedules for the remaining design and construction for such Project. This review shall be an integral part of the approval process for the Design Development Phase for each Project. If the preliminary estimate of Construction Costs for a Project, or any adjustment thereto, exceeds Owner's Budget for Construction Costs for such Project, Architect shall, at its sole cost and expense, revise and adjust the design to conform to Owner's Budget for Construction Costs for such Project. Owner shall review the Design Development Documents for each Project and provide comments to Architect. Architect shall consider the comments offered at this review and provide Owner with a written response and evaluation of these comments. Architect may not proceed into the Construction Documents Phase for a Project without receiving written approval from Owner or Owner's Representative of the Design Development Documents for such Project.
- 2.3.5.2 **Building Commissioning Review.** Architect shall coordinate with Owner's Separate Consultants for each Project to develop criteria for tests to be included in the Construction Documents for such Project which will be performed during construction specifically to determine if major mechanical and electrical systems, when completed, will operate as required by the contract documents for construction for such Project. The review shall entail the review of comments provided by Owner. Architect shall consider the comments offered at this review and provide Owner with a written response and evaluation of these comments.





## 2.4 CONSTRUCTION DOCUMENTS PHASE

### 2.4.1 Construction Documents.

2.4.1.1 Based upon the Design Development Documents for each Project approved by Owner in writing and also upon any further adjustments in the scope or quality of such Project or in Owner's Budget for Construction Costs for such Project authorized by Owner in writing, Architect shall, upon Owner's written authorization, prepare for review and approval by Owner, Construction Documents for such Project consisting of Drawings and Specifications setting forth in detail the requirements for the construction of such Project in accordance with the requirements of Owner's Program for such Project and Applicable Law including final structural, mechanical, electrical and civil engineering calculations. In the event of a conflict between the requirements of Owner's Program for a Project and Applicable Law, the more stringent requirements shall prevail for such Project.

2.4.1.2 Architect agrees and acknowledges that Owner may require Architect to issue 100% complete Construction Documents for a Project for designated portions of the Work for such Project in a sequential manner to enable fast-track construction and/or phased bidding and award of trade contracts. Architect shall assist Owner and Owner's Separate Consultants in the preparation of the necessary bidding information, bidding forms and contract documents for construction of the Work for each Project and any separately designated portions of the Work for such Project.

2.4.1.3 **Interim Reviews.** At intervals appropriate to the progress of the Construction Documents Phase for each Project, and further at the 90% level of completion of the Construction Documents for such Project, unless stated otherwise in the Scope of Services for the Service Order pertaining to such Project, Architect shall meet with Owner for review and approval of documents that depict the current status of the Construction Documents for such Project and other relevant data and information, necessary to allow Owner to evaluate, critique and review the level of coordination, overall progress and detailed content of the design for such Project. As part of these interim reviews, Architect shall evaluate Owner's Program, schedule and Owner's Budget for Construction Costs for such Project and review these requirements, each in terms of the other and with alternative approaches to design and construction of such Project. Architect shall provide Owner with written reports detailing the substance of and actions recommended by these meetings. This review shall be an integral part of the approval process for the Construction Documents Phase for each Project. Architect shall submit the Construction Documents for each Project to the local Building Department and for plan check and shall make all corrections noted. If the Construction Documents estimate of Construction Cost for a Project, or any adjustment thereto, exceeds Owner's Budget for Construction Costs for such Project, Architect shall, at its sole cost and expense, revise and adjust the design and its Services to conform to Owner's Budget for Construction Costs for such Project.



## 2.4.2 Final Construction Documents and Building Commissioning Review.

2.4.2.1 **Construction Documents Review.** Upon completion of the Construction Documents Phase for each Project, or designated portion thereof, Architect shall submit to Owner for review by Owner and Owner's Separate Consultants the final Construction Documents for such Project, setting forth, in detail, the complete Work to be constructed for such Project including materials, workmanship, finishes and equipment required for all building systems, site work and demolition, utility connections, telecommunication data lines, landscape/hardscape and fixed equipment. Owner will submit to Architect written comments with regard to the Construction Documents for each Project and Architect shall incorporate these comments into the design for such Project after consultation with Owner for final approval. The final Construction Documents for each Project must be in such form as will enable Owner to secure the required permits and approvals required by Applicable Law from governmental agencies having jurisdiction over such Project and to obtain, by competitive bidding or negotiation, bids within Owner's Budget for Construction Costs for such Project.

2.4.2.2 **Building Commissioning Review.** Upon completion of the Construction Documents Phase for each Project, Architect shall participate in a building commissioning review with Owner and Owner's Separate Consultants for such Project. Architect shall prepare specifications for inspections and tests, describing all submittals, reports, scheduling, the scope and criteria for acceptance of all building commissioning tests, coordination, and closeout procedures, which will be performed during construction specifically to help determine if the major mechanical and electrical systems when completed will operate as required by the contract documents for construction for such Project. The review shall entail the review of comments provided by Owner. Architect shall consider the comments offered at this review, and provide Owner with a written evaluation of the appropriateness of these comments and reach consensus on the final content of the Specifications.

## 2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 Commencement and Services. Upon receipt of Owner's written authorization, and following Owner's written approval of the Construction Documents for each Project and of the latest approved estimate of Construction Cost for such Project, Architect shall assist Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction for such Project.

2.5.2 Bidding Packages. Architect agrees and acknowledges that Owner may require Architect to issue bidding packages for designated portions of the Work for a Project in a sequential manner to enable fast-track or phased construction for such Project.

2.5.3 Cost Review. If the lowest responsible bid or proposal solicited by Owner for a Project, or designated portion of the Work for such Project, exceeds Owner's Budget for Construction Costs for such Project (or such designated portion thereof), or the latest



Owner-approved Construction Cost estimate for such Project (or such designated portion thereof), Architect's responsibilities are described in Article 5 herein.

## 2.6 CONSTRUCTION ADMINISTRATION PHASE

2.6.1 Duration. Architect's responsibility to provide Basic Services for the Construction Administration Phase for each Project shall commence with the award of the initial contract for construction of the Work for such Project (each, a "**Contract for Construction**"), or a portion thereof, and terminate ninety (90) calendar days after Notice of Substantial Completion of the Work for such Project (or such portion thereof), unless otherwise set forth in the Schedule of Services for the Service Order pertaining to such Project. If the construction time is extended or exceeded beyond the time allocated therefor in the original Schedule for the Service Order pertaining to such Project through no fault of Architect, Architect's compensation shall be equitably adjusted for any additional services required as a result of such time being extended.

2.6.2 General Conditions. Architect shall provide administration of the Contract for Construction for each Project as set forth below in this Section 2.6.

2.6.3 Owner's Representative. Architect shall advise and consult with Owner during the administration of the Contract for Construction for each Project. Architect shall have authority to act on behalf of Owner for each Project only to the extent provided in the Service Order pertaining thereto and in this Agreement unless otherwise modified by written amendment.

### 2.6.4 Site Visits and Reports.

2.6.4.1 Architect and its Consultants, as representatives of Owner, shall visit the site of each Project at intervals appropriate to the stage of Contractor's operations for such Project, or at such intervals otherwise agreed by Owner and Architect in writing, but in no event less than **one (1) full day per week:** (a) to become generally familiar with and to keep Owner informed about the progress and quality of the Work completed for such Project; (b) to inform and endeavor to guard Owner against defects and deficiencies in the Work for such Project; and (c) to determine in general if the Work for such Project is being performed in a manner indicating that the Work for such Project, when fully completed, will be in accordance with the contract documents for construction for such Project. These site visits shall include, but are not limited to, meetings and observations of Work in progress with Owner, Contractor, governmental agencies and/or other representatives. Architect and its Consultants shall carefully review the quality and quantity of the Work for each Project at such intervals as may be required by governmental agencies and building commissioning activities. Architect's site visits and related efforts shall be focused on assisting Contractor in avoiding or timely correcting apparent defects and deficiencies in the construction Work for the applicable Project in hopes of avoiding substantial reconstruction efforts and avoiding the need for uncovering completed Work for such applicable Project. Architect shall issue written field observations and reports of



such reviews, within three (3) calendar days after each site visit, in prescribed content, intervals and format approved by Owner and as may be required by governmental agencies and Owner.

2.6.4.2 Architect shall report to Owner in writing known deviations from the contract documents for construction for each Project and from the most recent construction schedule for such Project submitted by Contractor.

2.6.4.3 Architect shall at all times have access to the Work for each Project wherever it is in preparation or progress.

2.6.4.4 Architect shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions or programs in connection with any Project, which shall be the sole responsibility of the Contractor for such Project.

#### 2.6.5 Certificates For Payment.

2.6.5.1 When specifically requested by Owner, Architect shall review and take other appropriate action regarding a Contractor's Application for Payment not later than **seven (7) calendar days** after receipt of a completed Application for Payment from Contractor. If the Application for Payment is not complete or cannot be reviewed and/or certified for other reasons, Architect shall notify Owner and prepare a document, to return to Contractor with any such Application for Payment, setting forth in writing the reasons why the Application for Payment is incomplete or otherwise improper. A reviewed and/or certified Contractor's Application for Payment shall be delivered to Owner within **two (2) calendar days** of Architect's review and/or certification.

2.6.5.2 Architect's review and/or certification for payment shall constitute a representation to Owner, based on Architect's observations at the site of the applicable Project and evaluation of the Work for such applicable Project, and further on the data comprising Contractor's Application for Payment for such applicable Project, that the Work for such applicable Project has progressed to the point indicated and that, to the best of Architect's knowledge, information and belief, the quality of the Work for such applicable Project is in accordance with the contract documents for construction for such applicable Project. Architect shall verify, to the best of Architect's knowledge, that changes required by the RFIs, Architect's Supplemental Instructions, Bulletins, Clarifications, Change Orders, Amendments, Construction Work Directives, field conditions, shop drawings and other documents and conditions for the applicable Project have been indicated on the record drawings for such applicable Project maintained by Contractor at the site of such applicable Project prior to Architect's review and/or certification of Contractor's monthly Application for Payment for such applicable Project. Architect shall then notify Owner in writing that this review has been made.



- 2.6.5.3 A review recommending payment of an Application of Payment or the issuance of a Certificate for Payment shall not be a representation that Architect has, with respect to a particular Project (a) made exhaustive or continuous on-site inspections, (b) reviewed construction means, methods, techniques, sequences or procedures, (c) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by Owner to substantiate Contractor's right to payment, or (d) ascertained how or for what purpose Contractor has used money previously paid on account of the Contract Sum for such Project.
- 2.6.6 Rejection of Work, Testing and Inspection. Architect shall have authority to recommend in writing that Owner reject Work for any Project that does not conform to the contract documents for construction for such Project. Whenever Architect considers it necessary or advisable for implementation of the intent of the contract documents for construction for a Project, Architect shall have authority to recommend in writing that Owner require additional inspection or testing of the Work for such Project in accordance with the provisions of the contract documents for construction for such Project, whether or not such Work is fabricated, installed or completed. However, neither this authority of Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect to Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work for any Project. Architect shall review reports, inspection and tests and advise Owner of known deficiencies.
- 2.6.7 Submittal Review. To facilitate Contractor's shop drawing submittal and review process, Architect and Architect's Consultants shall, upon request, make available to Contractor up to three (3) complete electronic files of the Drawings, Specifications or Revit Linked Model documents for each Project, at no charge to Contractor, for use in preparing shop drawings for such Project. Additional electronic files of the Drawings, Specifications or Revit Linked Model documents shall be provided for a nominal fee upon request of Contractor. Architect shall review, approve or take other appropriate action upon all submittals, including, but not limited to, shop drawings, product data, mockups and Samples, of Contractor, Owner or Owner's Separate Consultants (collectively, "**Submittals**"), for the purpose of checking for conformance with information given and the design concept expressed in the contract documents for construction for the applicable Project, for compliance with Applicable Law, and for compliance with the requirements of the contract documents for construction for such applicable Project, including, but not limited to, reviewing Submittals and other work product of delegated design systems for conformance with design and performance criteria proposed by or on behalf of Architect for such applicable Project. Architect shall review and take action on Submittals for each Project for compliance of such Submittals with the design intent of such Project, building system or building component. If Architect does not accept or approve a Submittal for any Project in its entirety, Architect shall provide a detailed explanation of the reasons for rejection and provide instructions for corrections and re-submittal. Architect shall be responsible for determining what aspects of the Work shall



be the subject of Submittals. Architect shall not knowingly permit such aspects of the construction Work for any Project to proceed in the absence of approved Submittals for such Project. Architect shall acknowledge receipt of each Submittal within three (3) calendar days of receipt. Architect shall respond in writing to each Submittal within seven (7) calendar days of receipt and shall prepare, reproduce and distribute supplemental details, Drawings, Specifications, Revit Linked Model documents modifications and interpretations as necessary, with reasonable promptness so as not to delay the orderly progress of the Work for the applicable Project. If the review time is reasonably anticipated to exceed seven (7) calendar days of receipt of a Submittal, Architect shall inform Owner and Contractor of the anticipated response date in writing within five (5) calendar days of receipt. Architect's action shall be taken with such reasonable promptness so as to cause no delay in the Work for the applicable Project or in the construction for such applicable Project by Owner's own forces or by separate contractors, while allowing sufficient time in Architect's professional judgment to permit adequate review; however, in no case shall the time exceed twenty-one (21) calendar days so long as Contractor complies with the Submittal schedule for such applicable Project. If the review time may exceed twenty-one (21) calendar days, Architect shall inform Owner in writing within five (5) calendar days of receipt of the anticipated return date and obtain Owner's prior written approval of the extended review period (which may be withheld in Owner's sole discretion). The Architect's review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for determining the means and methods for installation or performance of the Work for the applicable Project, including installation of equipment or systems, all of which remain the responsibility of the Contractor for such applicable Project as required by the contract documents for construction for such applicable Project. Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by Architect, of any construction means, methods, techniques, sequences or procedures. Architect's acceptance or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.8 Quotation Requests/Change Documentation. Architect shall perform the following:

- i) Prepare, reproduce and distribute Drawings and Specifications for each Project to describe Work to be added, deleted or modified for such Project.
- ii) Prepare for Owner's review, proposal requests, supplemental instructions and Construction Work Directives for such Project, with supporting documentation and data if deemed necessary by Architect.
- iii) Review Contractor proposals for each Project for reasonableness of quantities and costs of labor, equipment and materials.
- iv) Review and make recommendations relative to Contractor's request for changes in the time for completion of construction for each Project.



v) Coordinate communications, approvals, notifications and record keeping relative to changes in the Work for each Project

vi) Any such documentation, and in particular Construction Work Directives shall be processed by Architect within a reasonable time after Owner's request, but in no event in excess of **seven (7) calendar days**. If the processing time is expected to exceed seven (7) calendar days, Architect shall inform Owner promptly in writing of the anticipated return date.

2.6.9 RFI Response and Supplemental Documentation. Architect shall acknowledge receipt of each Contractor Request for Information ("**RFI**") within three (3) calendar days of receipt. Architect shall answer all RFI's in writing within five (5) calendar days of receipt and shall prepare, reproduce and distribute supplemental details, Drawings, Specifications, Revit Linked Model documents modifications and interpretations as is necessary, with reasonable promptness so as not to delay the orderly progress of the Work for the applicable Project. If the review time may exceed five (5) calendar days of receipt of an RFI, Architect shall inform Owner and Contractor in writing of the anticipated response date within three (3) calendar days of receipt. Architect's action shall be taken with such reasonable promptness so as to cause no delay in the Work for the applicable Project or in the construction for such applicable Project by Owner's own forces or by separate contractors, while allowing sufficient time in Architect's professional judgment to permit adequate review, but in no case shall the time exceed ten (10) calendar days of receipt of the RFI. If the review time may exceed ten (10) calendar days, Architect shall inform Owner in writing within three (3) calendar days of receipt of the anticipated response date and obtain Owner's prior written approval of the extended review period. Interpretations and decisions of Architect shall be consistent with the intent reasonably inferable from the contract documents for construction for the applicable Project. Architect shall issue revised Drawings, Specifications or Revit Linked Model documents modifications as may be necessary to reflect answers to RFI's, details and sketches prepared to address field conditions, Change Orders and Construction Work Directives and shall distribute copies of the updated Drawings, Specifications or Revit Linked Model documents modifications to Owner and Contractor so they can maintain up-to-date record drawings.

2.6.10 Substantial Completion and Project Close Out. Architect shall conduct inspections to assist Owner in determining the date or dates of Substantial Completion of the Work for each Project to permit occupancy and perform other Project close-out activities including: an inspection with Owner's Representative for conformity of the construction Work to the contract documents for construction for each Project to verify the list submitted by Contractor of items to be completed or corrected; determination of the amounts to be withheld from Contractor until Final Completion of the Work for each Project; securing and receipt of consent of sureties to reduction or partial release of retainage or the making of final payment; issuance of Certificate of Substantial Completion for each Project; inspection upon notice by Contractor(s) that the Work for each Project is ready for final



inspection and acceptance; notification to Owner and Contractor(s) of deficiencies found in follow-up inspections, if any; final inspection with Owner's Representative to verify Final Completion of the Work for each Project; assist in building commissioning, receipt and transmittal of warranties, guaranties, affidavits, receipts, releases and waivers of stop notice and bond rights (and related documents required by the contract documents for construction for each Project), received from Contractor to Owner, for Owner's review; and issuance of a final Certificate for Payment for each Project based upon a final inspection indicating the Work for such Project complies with the requirements of the contract documents for construction for such Project as of the date of Final Completion of the Work for such Project.

- 2.6.11 Record Documents, Record Drawings and As-built Drawings. As further detailed in **Exhibit 3**, no later than thirty (30) calendar days after receipt of As-built Drawings for each Project from Contractor for such Project, and as a condition precedent to final payment to Architect for such Project, Architect and its Consultants shall review for accuracy, correct where necessary, and forward to Owner a set of “**Record Drawings**” for such Project produced by Architect from the redline As-built Drawings received from Contractor for such Project, including applicable addenda, bulletins, clarifications, submittal information, changes and selections made during construction of such Project. In addition, Architect shall provide to Owner, Record Construction Documents including all civil, architectural, structural, plumbing, mechanical, electrical, landscape, special systems, and updated specifications, which shall reflect Contractor's As-built Drawings and submittal information. As further detailed in **Exhibit 3**, the Record Documents, including the Project Manual, and all engineering calculations shall be provided by Architect to Owner in three (3) full size documents and three (3) electronic versions on disks in CAD and Revit with linked AutoCAD format and shall be clearly identified near or in the title block on each sheet as “**RECORD DRAWINGS**”. All CAD and Revit Linked Model Record Documents shall be prepared in accordance with AIA layering system standards, USC CAD Guidelines or University Record Revit Model Requirements as contained in **Exhibit 2**. The medium for transmittal of all AutoCAD files and Revit Linked Model document files shall be as agreed by Owner. If any inconsistencies or ambiguities arise between this provision and **Exhibits 2 and 3**, such inconsistencies shall be resolved by Architect complying with the more stringent requirements. Owner recognizes that the CAD and Record Revit Model Documents may be subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error or human alteration. Accordingly, the CAD and Record Revit Model Documents are provided to Owner for informational purposes only and not as an end product. Owner agrees to waive any claims by Owner against Architect resulting from the unauthorized alteration, misuse or reuse of the CAD and Record Revit Model Documents.
- 2.6.12 Construction Drawing Updates. During the course of construction for each Project, and further upon request, Architect shall update and reissue to Contractor or Owner the construction drawings for such Project to accurately reflect all changes made to the





construction documents for such Project during the course of construction of such Project, up to a maximum of five (5) times. Additional updates will be provided as Additional Services, but shall only be provided if approved in advance in writing by Owner.

### ARTICLE 3 – ADDITIONAL SERVICES

#### 3.1 GENERAL

Owner, without invalidating this Agreement or a Service Order, may make written changes, additions and deletions in the Scope of Services for such Service Order or otherwise amend such Service Order. All changes in the Services for a Service Order shall be performed by Architect under applicable provisions of such Service Order and this Agreement. Except in an emergency endangering life or property, no Additional Services or change shall be made except pursuant to a written amendment to a Service Order, and no claim for additional compensation or an extension of the Schedule or Milestone Date(s) for such Service Order shall be valid unless approved in advance by Owner in writing. At Owner's request, Architect may be asked to perform services not otherwise included in the Basic Services enumerated in this Agreement or included within the Scope of Services for a Service Order, or not customarily furnished in accordance with generally accepted architectural practice. As used herein, "**Additional Services**" shall mean: (a) any services determined by Owner to be necessary for the proper completion of the applicable Project, but which the Parties did not reasonably anticipate would be necessary for Architect to perform at the execution of the Service Order pertaining to such applicable Project; or (b) any services listed as Additional Services herein or listed as excluded services in such applicable Service Order.

#### 3.2 OWNER'S AUTHORIZATION OF ADDITIONAL SERVICES

3.2.1 Owner may issue a request, in writing, to Architect, describing a proposed addition, deletion or change to the Basic Services under a Service Order and requesting Architect to submit a proposal, in a format acceptable to Owner, within ten (10) calendar days after Owner's issuance of the request. Architect's proposal shall include an analysis of impacts to cost and time, if any, to perform the addition, deletion or change in such Basic Services under such Service Order, as applicable, including the effects and impacts, if any, on unchanged Services under such Service Order and on the time for construction of the Work for the Project to which such Service Order pertains. If Architect fails to submit a proposal within such period of time, it shall be presumed that the change described will not result in a change to Architect's compensation or time for completion of the Services under the applicable Service Order, and the change shall be performed by Architect without adjustment thereto. Owner's written request for a pricing proposal does not authorize Architect to commence performance of the described services. If the Parties reach agreement on the cost of or basis for pricing such change(s), an amendment to the applicable Service Order will be issued by Owner and executed by the Parties memorializing the terms of such agreement.



3.2.2 Architect shall not perform, nor be compensated for, Additional Services without prior written authorization from Owner and without an agreement between Owner and Architect as to the compensation to be paid for such Additional Services; provided, however, that if Owner and Architect are unable to reach agreement on compensation for any Additional Services, Owner may issue a written directive to Architect to proceed with the Additional Services, setting forth the nature of the Additional Services and the estimated additional compensation for such Additional Services. Architect shall maintain records sufficient to distinguish the direct cost of the Additional Services under a Service Order from the direct cost of the Basic Services under such Service Order. No costs exceeding the Owner-estimated or mutually agreed upon (as the case may be) additional compensation for the applicable Additional Services shall be incurred or invoiced by Architect without written authorization from Owner. Owner shall pay Architect for completion of any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Architect. Such Additional Services shall not include any redesign or revisions to Drawings, Specifications or other documents when such revisions are necessary in order to bring such documents into compliance with Applicable Law of which Architect was aware or should have been aware pursuant to the Applicable Law provision of this Agreement above.

### 3.3 ARCHITECT'S REQUEST FOR ADDITIONAL SERVICES

If Architect contends that instructions issued after the execution of a Service Order will result in increases to the cost or time for completion of its Services under such Service Order, or Architect otherwise becomes aware of the need for or desirability of Additional Services under such Service Order, then Architect may submit a request for Additional Services to Owner in writing, in a format acceptable to Owner, which must specify the reasons for such change, including relevant circumstances and impacts on the Schedule and estimated Construction Cost for the Project to which such Service Order pertains. Architect shall submit a pricing proposal concurrently with Architect's request for Additional Services. Architect may request additional compensation and/or time but not for instances that occurred more than **five (5) calendar days** prior to Architect's delivery of a request for Additional Services. Architect's failure to initiate a request for Additional Services within such period shall be deemed a waiver of the right to adjustment of the compensation or time for completion for the alleged change. Any request for Additional Services that is approved by Owner will be incorporated in an amendment to the applicable Service Order.

## ARTICLE 4 – OWNER'S RESPONSIBILITIES

### 4.1 REPRESENTATIVE

Owner shall designate in writing a representative authorized to act on Owner's behalf with respect to each Project ("**Owner's Representative**"). Owner or Owner's Representative shall render decisions in a timely manner pertaining to documents



submitted by Architect in order to avoid unreasonable delay in the orderly and sequential progress of Architect's Services under the Service Order for each Project.

#### 4.2 OWNER-SUPPLIED INFORMATION AND SERVICES

- 4.2.1 Exclusions from Architect's Services. Portions of the design for a Project that are excluded from Architect's Scope of Services for the Service Order pertaining to such Project shall be identified in such Service Order.
- 4.2.2 Site Survey. If expressly indicated in a Service Order as Owner's responsibility, Owner shall endeavor to furnish to Architect surveys to describe existing physical characteristics for the site of the Project to which such Service Order pertains. The surveys may include, as applicable, utilities, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees. All the information on the surveys shall be referenced to a Project benchmark, if available.
- 4.2.3 Geotechnical Services. If expressly indicated in a Service Order as Owner's responsibility, Owner shall endeavor to furnish the services of a geotechnical engineer when such services are identified by Architect as necessary for the Work for the particular Project. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.
- 4.2.4 Other Owner Services. If expressly indicated in a Service Order as Owner's responsibility, Owner shall endeavor to furnish for the applicable Project structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, field observations and reports required by Applicable Law or the Contract Documents.
- 4.2.5 Other Consultants. Owner may, in its sole discretion, furnish the services of Owner's Separate Consultants in disciplines other than those designated in Section 4.2 above when such services are requested by Architect and are reasonably required by the scope of the applicable Project.

#### 4.3 OTHER SERVICES

Owner may furnish, at its sole discretion, any legal, accounting and insurance services that Owner deems necessary at any time for a Project to meet Owner's needs and interests for such Project. Such services may include auditing services Owner may require to verify Architect's invoices and Contractor's Applications for Payment for a Project, or to



ascertain how or for what purposes Architect or Contractor has used the money paid by or on behalf of Owner for such Project.

#### 4.4 GENERAL

The services, information, surveys and reports required by Sections 4.2 and 4.3 above shall be furnished at Owner's expense, and Architect shall be entitled to reasonably rely upon the technical information provided therein, but not upon any non-technical information, opinions or conditional statements.

### ARTICLE 5 – CONSTRUCTION COST

#### 5.1 DEFINITION

5.1.1 Definition. The “**Construction Cost(s)**” shall be the total cost to Owner of all elements of a Project agreed to by Owner and Architect (“**Owner's Program**”) and designed or specified by Architect for such Project.

5.1.2 Owner’s Budget for Construction Costs. The estimated Construction Cost of a Project shall not exceed Owner's Budget for Construction Costs for such Project identified in the Service Order pertaining to such Project. In no event will Architect be relieved of its responsibility to design the Project within Owner's Budget for Construction Costs for such Project.

5.1.3 Exclusions from Owner’s Budget for Construction Costs. Owner's Budget for Construction Costs for a Project shall have been prepared by Owner and its Separate Consultants, and shall not include the compensation of Architect, its Consultants, the costs of the land, rights-of-way and financing or other costs for such Project that are the responsibility of Owner pursuant to Article 4 above or the Service Order pertaining to such Project.

#### 5.2 BUDGET REVIEW AND COST ESTIMATING

Architect shall hire an estimating firm as one of its Consultants for each Project to prepare all estimates for such Project as indicated below, in the format required by Owner. Owner's Project team will meet to reconcile the estimates of the Architect’s Consultant with the estimates of Owner and Owner's Separate Consultants, if any, so that a mutually agreed-upon estimate will be established for each estimate indicated below.

Additionally, Architect shall collaborate with Owner and Owner's Separate Consultants for each Project, if any, as indicated below, so that Owner and Owner's Separate Consultants can create their independent estimates for such Project.

5.2.1 Preliminary Estimate for Construction Costs. Architect shall collaborate with Owner and Owner's Separate Consultants for each Project, if any, so they can create a preliminary



estimate of Construction Costs for such Project during the Schematic Design Phase for such Project based upon the design provided by Architect and Owner, consistent with Owner's Budget for Construction Costs for such Project; such preliminary estimate shall include, at a minimum, the following line items, unless excluded in the applicable Service Order:

No.	Item	Scope of Work
(i)	Site Preparation/ Demolition	Cost to clear site of all existing improvements, landscaping, and hardscape, and related utility infrastructure, in order to prepare site for construction, including the cost to remove and dispose of all demolished and cleared items
(ii)	Utility Connections	Cost to bring water, electricity, gas, storm sewer, sanitary sewer and steam to the building from the nearest available source.
(iii)	Telecommunications/Data Lines.	Cost of telecommunications/data lines, designed by Architect as part of Basic Services, including the labor and materials to bring the main service feeder conduit from nearest manhole or source to building, all telephone/data rooms, backboards, supporting utility service, all conduit and pull wires, risers, cable trays, and termination boxes within the building and related landscape areas. Cost for all engineering and construction by Owner of telecommunications/data lines designed including labor and materials to bring telephone, data and CATV service from nearest manhole or source into the building's main telephone room, all switches, wiring and main service feeder, all wiring infrastructure and final terminations within the building and all related landscape/hardscape areas.
(iv)	Landscape/ Hardscape	Cost all landscape work and hardscape installation, which includes patios, asphalt, concrete, special surfaces, sidewalks, parking lots, fountains, monuments, lighting, etc.
(v)	Fixed Equipment	Cost of all Contractor-installed permanent equipment, attached mounting devices, and all electrical/electronic conduit, wiring, and devices required for operation. Includes all permanent laboratory equipment and machinery, kitchen and dining equipment, as well as display marker and chalk boards, projection and audio visual equipment, speakers, microphones, and screens and related electrical motors, wiring and controls,



No.	Item	Scope of Work
		permanent distance learning, computer/data networking devices and infrastructure permanently affixed to the building.
(vi)	Construction Contract	Cost of the Work required to legally and completely construct improvements in accordance with Owner's approved Project schedules and contract documents for construction, including delivery and cost of materials, fully burdened labor, rental value of equipment, taxes, contractor's insurance and bond premiums, overhead and profit for all work established therein.

5.2.2 Conformance with Owner’s Budget for Construction Costs. Architect and Owner and Owner’s Separate Consultants shall review their estimates and mutually agree in writing upon the preliminary estimate of Construction Costs. If the preliminary estimate of Construction Costs for a Project, or any adjustment thereto, exceeds Owner's Budget for Construction Costs for such Project, then Architect shall, as part of its Basic Services under the Service Order pertaining to such Project, revise and adjust the design of such Project to conform to Owner's Budget for Construction Costs for such Project.

5.2.3 Estimates during Design. Throughout the Schematic Design, Design Development, Construction Documents and Bidding and Negotiation Phases of Services for each Project, Architect’s estimating firm shall create separate estimates for such Project. Additionally, Architect shall collaborate with Owner and Owner's Separate Consultants so that they can update their respective Construction Cost estimate for each Project. Architect shall participate in meetings to reconcile the latest estimates of Architect with those of Owner and Owner’s Separate Consultants in order to establish a mutually agreed-upon estimate approved in writing by Owner. Architect shall be continuously knowledgeable as to the state of the current estimated Construction Cost for each Project, and adjustments thereto.

5.2.4 Additional Estimating Services. Additional estimating services may be added as Additional Services for each Service Order using the hourly rates established in such Service Order.

5.3 RESPONSIBILITY FOR CONSTRUCTION COST

5.3.1 Designing to Fixed Budget. Owner's "**Budget for Construction Costs**" for each Project, as established in the Service Order pertaining to such Project, shall constitute a "fixed limit for Construction Cost" for such Project. At intervals appropriate to the progress of Schematic Design, Design Development, Construction Documents and Bidding and Negotiation phases of the Services for each Project, as described the Service Order pertaining to such Project, or as described in Sections 2.2 through 2.5 above, Architect shall provide a design which conforms to Owner's Budget for Construction Costs for such



Project. Architect shall collaborate with Owner's Separate Consultants and perform the cost estimating services described in this Article 5 for each Project.

- 5.3.2 Redesigning if Estimated Construction Costs Exceed Budget. If the Construction Costs for a Project at the intervals referenced in Section 5.3.1 or the Service Order exceed the Owner's Budget for Construction Costs for such Project, then Architect shall, at its sole cost and expense, revise the contract documents for construction for such Project as may be required by Owner in writing to reduce or modify the quality or quantity, or both, of the Work for such Project so that the Construction Cost for such Project will not exceed Owner's Budget for Construction Costs for such Project. Architect shall be responsible for the cost of any modifications to other documents for each Project, such as the Specifications, permit applications, or agency approvals, which were issued in reliance on the information contained in the Construction Documents for such Project. If approved by Owner in writing, Architect shall utilize the cost estimates and construction valuations prepared by Contractor and other Owner-retained consultants, if any, in determining conformance of Architect's design with Owner's Budget for Construction Costs for each Project.
- 5.3.3 No Warranty. Any evaluations by Architect of Owner's Budget for Construction Costs for a Project or cost estimates by Architect or its Consultants for such Project represent Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that Architect has no control over the cost of labor, materials or equipment, over Contractor's methods of determining bids, or over competitive bidding, market or negotiating conditions. Accordingly, Architect cannot and does not warrant or represent that bids or negotiated prices for a Project will not vary from Owner's Budget for Construction Costs for such Project or any estimates. This shall not be construed to relieve Architect of its obligations to Owner under Section 5.3.2 above or under the standard of care in Section 2.1.5 above.

## ARTICLE 6 – OWNERSHIP OF INSTRUMENTS OF SERVICE

### 6.1 OWNERSHIP AND LICENSE

The instruments of service prepared or issued by Architect and its Consultants in connection with each Service Order, including, but not limited to, Drawings, Specifications, sketches, calculations, estimates, models, computer drawings and other electronic expression, photographs and all other documents, in both hard copy and computer media (including CAD and Revit Linked Model documents) (collectively "**Project Documents**"), are "work for hire" and shall become the property of Owner when prepared and shall be delivered to Owner upon request and upon payment of all undisputed Services under such Service Order. Architect hereby assigns to Owner, without reservation, all copyrights and interests to all Project Documents. Owner, in turn, hereby grants to Architect a non-exclusive license to reproduce the Project Documents for each Service Order for purposes relating directly to Architect's performance of Architect's Services under such Service Order and for Architect's



archival records. Architect shall maintain a copy of the Project Documents for each Service Order on Architect's software system and allow Owner access to the Project Documents within twenty-four hours' notice for ten (10) years after final completion of the Project to which such Service Order pertains. If for any reason this clause is found to be unenforceable and the copyright or other rights remain with Architect, then Architect shall agree to grant Owner a full and complete license to use the Project Documents without reservation and for any purpose related to the subject Project, including additions, remodels, modifications, and the like, without any additional fee or cost to the Owner.

## 6.2 RE-USE OF PROJECT DOCUMENTS

If this Agreement or any Service Order is terminated prior to completion of Architect's Scope of Services for such Service Order, and Owner elects to use or allow another architect or design professional to use the documents prepared by Architect for Owner's benefit, Owner agrees to assume the risk of such usage by another architect or design professional. Architect shall remain responsible and liable for the Services it provided for each Service Order up to the date of termination, but shall not be held responsible or liable for the subsequent acts, errors or omissions of another architect or design professional who may be retained by Owner to complete the Services for a Service Order.

## ARTICLE 7 – DISPUTE RESOLUTION

### 7.1 ATTORNEYS' FEES

If Architect and Owner encounter a claim, controversy or dispute (collectively, "**Dispute**"), and the Dispute is not settled and proceeds to binding arbitration pursuant to this Article 7 or other procedures agreed to by the Parties, arbitrator or other trier of fact shall have authority to award costs of the proceeding, including reasonable attorney's fees and costs, to the Party determined to have substantially prevailed in the following types of cases: if the Dispute involves design defects, construction defects, breach of warranty, or breach of the standard of care, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees. In all other Disputes, the Parties shall bear their own attorneys' fees and costs, including expert witness fees.

### 7.2 NOTICE OF DISPUTE

If a Dispute arises, Owner or Architect shall promptly give to the other a written notice of the Dispute but in no event shall notice be provided by Architect or Owner more than fourteen (14) calendar days after the Dispute first arises. Thereafter, Architect and Owner shall each prepare a written report which supports their respective positions regarding the Dispute and file the report with the other Party in a timely fashion. The report shall be considered part of confidential settlement negotiations and, therefore, shall not be used for any purpose other than the initial attempts to settle the Dispute. Once the





reports are exchanged, the Parties shall meet and diligently attempt to informally resolve the Dispute.

### 7.3 DUTY TO PROCEED WITH DISPUTED SERVICES AND INTEREST ON DISPUTED AMOUNTS

Architect shall perform its Services and adhere to the Schedule during all Disputes with Owner, provided Owner continues to make timely payment of undisputed amounts to Architect during the pendency of the Dispute. Owner shall not withhold any undisputed payments that do not pertain to or are not otherwise the subject of the Dispute. No Services shall be delayed or postponed pending resolution of the Dispute through informal means, mediation or arbitration. If Owner withholds payment of undisputed amounts beyond sixty (60) calendar days of when the undisputed amounts were due, then Owner shall pay Architect six percent (6%) interest per annum on the undisputed amounts. If Owner disputes any amount, Owner shall not pay interest on such disputed amount unless it is determined by the arbitrator or trier of fact that the disputed amount was not a colorable claim or was otherwise wrongfully withheld in which case Owner shall pay six percent (6%) interest per annum on such wrongfully withheld amount.

### 7.4 ALTERNATE DISPUTE RESOLUTION ("ADR").

7.4.1 Executive Negotiations. Unless indicated otherwise in writing, (a) in Disputes involving Owner and Contractor or (b) in Disputes involving Owner and Architect, such entities shall be referred to individually as a "Party" and collectively as the "Parties" to the ADR proceedings detailed herein. Also, (i) Architect or others, such as consultants, subcontractors, sub-subcontractors, and suppliers, shall participate in the ADR proceedings between Owner and Contractor or (ii) Contractor or others, such as consultants, subcontractors, sub-subcontractors, and suppliers, shall participate in the ADR proceedings between Owner and Architect to the extent that they are considered individually as a "necessary party" or collectively as the "necessary parties" to the ADR proceedings detailed herein.

If there is any Dispute(s) unresolved through informal negotiations, the Parties and necessary parties, through their designated executives shall attempt to resolve such Dispute(s) through direct negotiations before or in lieu of engaging a Project Neutral as detailed below.

These direct negotiations shall be between or among executives with authority to resolve the Dispute(s). To this effect, the executives shall reasonably consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the Parties. These discussions are intended to be informal and must be conducted face-to-face.



If negotiations between the executives do not result in the resolution of the Dispute(s) between or involving the Parties and any necessary parties, then the Parties may initiate Project Neutral proceedings with respect to the remaining Dispute(s).

- 7.4.2 Project Neutral. If the Parties subsequently agree, the Parties shall select one or more “**Project Neutral(s)**” for the applicable Project for the then pending Dispute(s) regarding such applicable Project. The Project Neutral(s) shall be experienced both in the design and construction of major real estate developments as well as the mediation of design and construction disputes. The parties shall select the Project Neutral(s) from among the members of the Construction Industry Mediation Panel of the American Arbitration Association who reside in the State where the Project is located or from other mutually agreeable panels.

The Project Neutral(s), in close consultation with the involved Parties, shall assist in resolving any Dispute that might arise from the commencement of design through Final Completion of the Work for the applicable Project. The Project Neutral(s) shall have no adjudicatory or binding authority and, therefore, shall act solely as a mediator in working with the Parties and necessary parties.

The services of the Project Neutral(s) shall be provided on an hourly basis and the cost will be borne in equal parts by the Parties, except as agreed to in writing between any other entity and Contractor or Architect with prior written notice to and approval of Owner.

The confidentiality of any discussion involving the Project Neutral(s), the Parties and necessary parties shall be protected by all applicable statutes and case law with respect to mediation.

The term of service by the Project Neutral(s) shall end upon the date when either Party notifies the other Party in writing that the notifying Party has determined in good faith that further proceedings with the Project Neutral will not likely result in a resolution of the claims submitted to the Project Neutral. The Project Neutral(s) may be involved in subsequent dispute resolution negotiations or proceedings under the terms and conditions set forth herein upon the mutual agreement of the Parties.

- 7.4.3 Mediation. If negotiations between the Parties’ executives and the participation, if at all, of the Project Neutral(s) do not result in the resolution of all the remaining Disputes for the applicable Project between or involving the Parties and any necessary parties, then either Party may initiate mediation proceedings with respect to the then pending Disputes for such applicable Project not resolved through negotiations. Such mediation proceedings shall be conducted under the Construction Industry Mediation Rules of the American Arbitration Association. The cost of the mediation proceedings and the mediator shall be allocated under the rules and policies of the American Arbitration Association.



During mediation, the Parties and necessary parties shall reasonably endeavor to resolve any and all remaining Disputes which they have with respect to the applicable Project. Unless required by statute, no arbitration or court proceeding shall be initiated prior to ninety (90) calendar days after any party serves a written demand for mediation with the American Arbitration Association.

The confidentiality of the mediation shall be protected by all applicable statutes and case law with respect to mediated settlement negotiations.

If, after the passage of ninety (90) calendar days from service of any written demand for mediation on the American Arbitration Association the mediation does not result in settlement of all Disputes pertaining to the applicable Project, then any unresolved Dispute arising from or relating to such applicable Project shall be settled by judicial reference or by arbitrator, as the case may be, as described in the following Sections. The Parties may agree to extend this ninety (90) calendar day period.

- 7.4.4 Dispute Resolution by Arbitration or Judicial Reference. As further detailed below, the intent of this Section is that the parties settle any remaining Dispute(s) pertaining to the applicable Project (a) valued together at **below \$1 million** by way of binding arbitration utilizing the then current version of the American Arbitration Association Construction Industry Arbitration Rules, and (b) valued together at **\$1 million or more** by way of litigation that is referred by the court to a private referee pursuant to the judicial reference rules of the court as detailed below. The Parties agree to take such actions as to enable a judicial reference whereby (1) the Dispute is heard and determined under the rules of court, (2) the statement of decision by the referee is provided to the court so the court may enter the statement of decision as a judgment as if the case had been tried by the court, and (3) the normal rules with respect to appeals then apply as to the judgment entered by the court.

If the Dispute(s) are to be settled by judicial reference, the parties stipulate that trial by jury and judge is waived as to all unresolved Dispute(s) pertaining to the applicable Project. The Party or Parties seeking affirmative relief will file a court action (and/or cross-complaint in an existing court action). The Parties, however, expressly stipulate that all such court-filed Dispute(s) equaling or **exceeding \$1 million** in value, shall be referred by the court to a retired judge, justice or referee ("**Referee**") pursuant to Section 638(1) of the California Code of Civil Procedure ("**CCP**"), or any successor provision. The Referee, who is agreed to by all Parties pursuant to the LCCP Rules, as defined below, will hear and determine all issues with respect to such Disputes, both as to the facts and the law, in accordance with Chapter 6 (References and Trials by Referees) of Title 8 of Part 2 of the CCP, in a proceeding before the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, the Rules of its Large, Complex Case Dispute Resolution Program (i.e., the "**LCCP Rules**"), and its Judicial Reference Procedures, as applicable. The Parties agree that the only proper venue for the submission of claims is the county where the applicable Project is located.



The Referee selected shall be named in an order of the court as such in accordance with the applicable law as to judicial references.

Within thirty (30) calendar days of when the hearings in a judicial reference case are closed under the LCCP Rules, the Referee shall report its statement of decision to the court. Such statement of decision by the Referee shall include a detailed, written opinion explaining the decision, including the Referee's findings of fact and conclusions of laws. Judgment on the Referee's decision may be entered by the court as if the action had been tried in court. The Parties reserve the right to contest the Referee's decision and to appeal from any award or order of any court.

The cost of the Referee or the American Arbitration Association binding arbitration proceedings shall be borne by the participating Parties and necessary parties as determined by the arbitrator in binding arbitration, when applicable, or by the court after the Referee's decision is provided to the court, when applicable. An order so providing can be entered by the court without further notice.

- 7.4.5 Incorporation by Reference. The Parties agree to incorporate this ADR provision (i.e., Sections 7.4.1 through 7.4.9) into any contracts, consulting agreements, subcontracts and any other agreements with Consultants, Sub-Consultants, Subcontractors, Sub-subcontractors or suppliers which they may enter with respect to each Project. The expectation of the Parties is that any entity or individual working on a Project, other than individual trades people and employees of entities, will be bound to resolve their Dispute(s) which involve Owner, Contractor, Architect and/or any of their Consultants, Sub-Consultants, Subcontractors, Sub-subcontractors or suppliers in one proceeding in which all Parties will participate and be bound.
- 7.4.6 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all dispute(s) pertaining to the applicable Project then known to that Party on which arbitration is permitted to be demanded.
- 7.4.7 Arbitration Prehearing. If there is an arbitration proceeding, there shall be a prehearing among the arbitrator and the Parties and necessary parties at which each Party shall present a memorandum disclosing the factual basis of its claim and defenses and disclosing legal issues raised. The memorandum shall also disclose the names of any expert a Party intends to present as a witness during the proceedings. At the prehearing, the arbitrator shall make rulings and set schedules for hearings consistent with the powers as set forth in this paragraph and in the Construction Industry Arbitration Rules. All hearings shall be held on consecutive weekdays until five (5) hearings have been held and shall be recommenced within seven (7) calendar days of the last prior day of hearings. If requested by either Party to this Agreement, any individual or number of sessions shall take place at the site of the applicable Project.
- 7.4.8 Joinder in Arbitration or Judicial Reference. Notwithstanding any other provision of the Agreement or a Service Order, the American Arbitration Association may join to any



binding arbitration or judicial reference under this Agreement an entity not a Party to this Agreement or other arbitrations involving this Project if such joinder is necessary to a complete resolution of any common issues of law or fact.

7.4.9 Discovery in Arbitration. Notwithstanding any other provision herein, the Parties in binding arbitration shall be entitled to discover all documents and information reasonably necessary for a full understanding of any legitimate issue raised in the arbitration. The Parties may use all methods of discovery available under the State of California discovery statutes and shall be governed thereby. Prior to the deposition of any expert witness, the Party proposing to call such a witness shall provide a full and complete report by the expert, together with the expert's calculations and other data by which the expert reached any opinions concerning the subject matter of the arbitration. The report shall be provided no less than ten (10) calendar days prior to the date set for the expert witness' deposition. The Federal Rules of Evidence shall be applied in the arbitration but liberally construed to allow for the admission of evidence that is helpful in resolving the controversy.

## ARTICLE 8 – TERMINATION OR SUSPENSION

### 8.1 TERMINATION BY OWNER FOR CAUSE

Owner shall have the right to terminate Architect, in part or in whole, under this Agreement or any Service Order upon written notice, effective immediately unless otherwise provided in said notice, if Architect, with respect to any Service Order: (a) fails to commence the Services under such Service Order in accordance with the provisions of such Service Order or this Agreement; (b) fails to diligently perform the Services under such Service Order; (c) fails to use acceptable personnel or Consultants in performing its Services under such Service Order; (d) fails to comply with Applicable Law in performing its Services under such Service Order; (e) fails to perform any of Architect's obligations under such Service Order or this Agreement; or (f) fails to make prompt payments to Architect's personnel or Consultants in performing its Services under such Service Order. Any act to terminate by Owner shall not be deemed a waiver of any other right or remedy of Owner under any Service Order or this Agreement, at law and/or in equity. In the event of such termination of a Service Order or this Agreement, Owner shall be entitled to withhold from Architect amounts unpaid under such Service Order and this Agreement (including under any other Service Orders) and to offset the amounts against damages, liabilities or losses incurred by Owner including, but not limited to, any increased costs of the Services that Architect was to have performed under such Service Order or otherwise under this Agreement (as the case may be) but for the termination of such Service Order or this Agreement (as the case may be) If the amounts so withheld are insufficient to fully compensate Owner for such damages, liabilities or losses, Architect shall promptly pay the amount of the difference to Owner upon written notice.



## 8.2 TERMINATION BY OWNER FOR CONVENIENCE

- 8.2.1 Termination by Owner for Convenience. Owner shall have the right to terminate this Agreement or any Service Order, in part or in whole, for Owner's convenience without regard to cause, fault or breach. Such termination for convenience shall be made upon written notice, effective immediately unless otherwise provided in the termination notice. In the event of such termination for convenience, Owner shall pay, as the sole compensation and remedy to Architect for such termination for convenience, the sums due for the Services under this Agreement or the applicable Service Order terminated (as the case may be) and performed through the date of termination plus reasonable termination costs incurred due to such termination. Such sums will be due and payable on the same conditions as set forth for final payment to the extent applicable. Upon receipt of such payment, the Parties hereto shall have no further obligations to each other under this Agreement or the applicable Service Order (as the case may be) except for Architect's obligation to indemnify Owner and maintain any insurance as provided for in this Agreement or the applicable Service Order (as the case may be) and any other obligations that expressly survive the termination of this Agreement or the applicable Service Order, as the case may be. It is understood and agreed that no fee, anticipated profit or other compensation or payment of any kind or character shall be due or payable for unperformed Services regardless of the basis of termination and the inclusion of this provision within this subsection shall in no way limit its application to termination under this subsection. Architect agrees that each agreement with any Consultant entered into by it will reserve for Architect the same right of termination for convenience provided by this subsection.
- 8.2.2 Conversion to Termination for Convenience. Upon a determination by an arbitrator or other trier of fact that any termination of Architect or its successor for cause was wrongful, such termination shall be deemed converted to a termination for convenience as detailed above, and Architect's sole remedy for wrongful termination shall be limited to the payments permitted for termination for convenience as set forth above.
- 8.2.3 Non-Exclusive Remedy. The rights and remedies of Owner in the event of termination herein set forth shall be non-exclusive and shall be in addition to all those other remedies available at law or in equity.

## 8.3 TERMINATION BY ARCHITECT FOR CAUSE

Architect may terminate this Agreement and/or any Service Order for cause upon not less than **seven (7) calendar days'** prior written notice to Owner if Owner fails to pay Architect any undisputed amounts owed Architect under this Agreement and/or such Service Order within the applicable time periods for payment set forth in this Agreement or Owner otherwise commits a material default of Owner's obligations under this Agreement and/or such Service Order and Owner fails to cure such default within **thirty (30) calendar days** after Architect notifies Owner of such default in writing. Upon



Architect's termination for cause, Owner shall pay Architect all undisputed amounts owed Architect for Services performed by Architect prior to such termination.

#### 8.4 ARCHITECT'S DUTIES UPON TERMINATION

If Owner terminates Architect, in whole or in part, under this Agreement or a Service Order, if Architect terminates this Agreement and/or a Service Order, or if Architect terminates a Consultant with Owner's approval, Architect shall deliver to Owner all Project Documents pertaining to this Agreement and/or the Service Order (as the case may be) terminated, as the case may be, including records, reports, logs, diaries, estimates, contractor Submittals and other items produced or purchased pursuant thereto this Agreement by or through Architect and its Consultants (or, in the case of the termination of just a Consultant, by or through such Consultant), as applicable, within **fifteen (15) calendar days** after Owner's notice of termination in an organized, usable form, in both a hard copy and computer medium (CAD and Revit Linked Model) form, with all items properly labeled to the degree of detail specified by Owner. No compensation otherwise due under this Agreement or the applicable Service Order (as the case may be) shall be due Architect until it complies with the requirements of this Section.

#### 8.5 MODIFICATION OF SERVICES

Architect agrees that Owner may modify a Service Order, including increasing, decreasing or suspending part or all of the Services required thereunder without terminating such Service Order or this Agreement and without penalty or cost to Owner. A modification described in the foregoing shall not void or invalidate the Service Order to which such modification applies, or this Agreement, nor shall it provide Architect with any basis for seeking payment from Owner for deleted or suspended Services except to the extent such Services have already been performed and are otherwise billable under the Service Order to which such modification applies. Owner shall retain the right to later have any Services so suspended or deleted from a Service Order performed by others without any penalty to Owner. In the event of any such partial or complete deletion or suspension, Owner shall furnish Architect with prompt written notice thereof and Owner shall be entitled to have as its property all Project Documents. Thereafter, Owner may, at its sole election, require Architect to perform Services which were earlier deleted or suspended under a Service Order or this Agreement. Architect shall not resume any such deleted or suspended Services until Owner has issued a written authorization or an amendment to such Service Order or Agreement.

#### 8.6 MANNER OF PAYMENT UPON TERMINATION, PARTIAL DELETION OR SUSPENSION OF SERVICES

Upon any deletion, suspension or termination by Owner and upon receipt of one (1) original of the final certified Application for Payment and all of the documentation identified in Section 8.3 above, Owner shall pay Architect the amount requested in the



Application for Payment, minus any disputed amounts (as determined by Owner) for the Services performed under the applicable Service Order prior to such deletion, suspension or termination (less amounts previously paid).

## ARTICLE 9 – MISCELLANEOUS PROVISIONS

### 9.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of California.

### 9.2 MEANING OF TERMS

Terms and conditions in this Agreement or the applicable Service Order that are not otherwise defined in this Agreement or such applicable Service Order shall have the same meaning as the terms and conditions in the Contract for Construction, (including any General Conditions incorporated into or attached thereto) executed by Owner and the applicable Contractor .

### 9.3 WAIVER OF SUBROGATION

Architect agrees to have its insurance companies waive any rights of subrogation that they may have against Owner, and Owner agrees to have its property insurance company, if any, waive any rights of subrogation that it may have against Architect to the extent that (a) the property loss is covered and paid by the property insurance carrier, (b) the property loss is sustained prior to Substantial Completion of the Work for the applicable Project and (c) the property loss relates to the Work for such applicable Project, but Owner does not waive its subrogation rights and damages as to any of Owner's other properties that are not part of the Work for such applicable Project. Architect shall require all its Subcontractors, suppliers, design professionals and their sub-subcontractors, sub-consultants and suppliers to include similar waivers of subrogation in their respective contracts.

### 9.4 SUCCESSORS AND ASSIGNS

Each Party hereby binds itself, and its partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party, with respect to all covenants of this Agreement and each Service Order. Architect shall not assign this Agreement or any Service Order without the written consent of Owner. Owner may freely assign its rights hereunder and under any Service Order, without limitation, to a separate entity and Architect agrees, upon such entity's request, to continue and complete performance of the Services under the Agreement or such Service Order (as the case may be) upon payment of any undisputed outstanding amounts due Architect for Services performed under the Agreement or such Service Order (as the case may be). Any entity which shall succeed to the rights of Owner shall be entitled to enforce the rights of Owner hereunder. If





requested by such entity, Architect will execute a separate letter or other agreement with such entity, further evidencing Architect's commitment to continue performance of this Agreement and each Service Order.

## 9.5 HAZARDOUS MATERIALS

Unless otherwise provided in this Agreement or the applicable Service Order, 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 or toxic substances in any form at any Project site.

## 9.6 PUBLICITY

Architect shall have the right, upon prior written consent of Owner, to include photographic or artistic representations of the design of a Project among Architect's promotional and professional materials. Architect shall be given reasonable access to the completed Project to make such representations. However, Architect's materials shall not include Owner's confidential or proprietary information. Owner considers all information concerning each Project to be confidential and proprietary unless otherwise expressly indicated to Architect.

## 9.7 CERTIFICATES

If Owner requests Architect to execute certificates relating to evaluation by Architect and its Consultants regarding the Work performed by Contractor for a particular Project, then the proposed language of such certificates shall be submitted to Architect for review at least **seven (7) calendar days** prior to the requested dates of execution. Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the Scope of Services for the applicable Service Order or under this Agreement.

## 9.8 CONFIDENTIALITY

Except as required by law, Architect, its agents, employees, subcontractors and suppliers shall not engage in any communication or correspondence with persons not directly involved in the applicable Project, concerning any aspect of the design and construction of such applicable Project, without the express written consent of Owner. All communications to the media, or in response to inquiries made by private citizens, shall be issued solely through Owner.

## 9.9 INDEPENDENT CONTRACTOR

9.9.1 Architect as Independent Contractor. It is understood that, in the performance of the Services under this Agreement and each Service Order, Architect shall be, and is, an independent contractor, and is not an agent or employee of Owner and shall furnish such



Services in its own manner and method except as required by this Agreement or such Service Order. Further, except as provided herein, Architect has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Architect in the performance or the Services under this Agreement and each Service Order. Architect shall be solely responsible for, and shall indemnify, defend and save Owner harmless from all matters relating to the payment of Architect's Consultants and employees, including, but not limited to, compliance with social security, tax and similar withholdings and all other wages, salaries, benefits, taxes, and regulations.

9.9.2 Consultants, Independent Contractors, et al. Architect acknowledges that any Consultants, independent contractors, subcontractors, suppliers, agents or employees retained directly or indirectly by Architect shall not, under any circumstances, be considered employees of Owner or in privity of contract with Owner, but shall remain at all times as employees or independent contractors of Architect, and they shall not be entitled to any of the benefits or rights of Owner's that are afforded Owner's employees including, but not limited to, sick leave, vacation leave, holiday pay, benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Architect shall maintain complete control of its employees and independent contractors and all of their operations, means and methods for the Services under this Agreement and each Service Order.

#### 9.10 ARCHITECT NOT AGENT

Except as Owner has specified in this Agreement or in a Service Order, Architect and its Consultants and other subcontractors shall have no authority, express or implied, to act on behalf of or bind Owner in any capacity whatsoever as agents, representatives or otherwise.

#### 9.11 NO WAIVER OR ESTOPPEL

Owner's waiver of any term, condition, breach or default of this Agreement or a Service Order shall not be considered to be a waiver of any other term, condition, default or breach of this Agreement or such Service Order (or any other Service Order). Any approval, disapproval or omission to approve or disapprove the Services or charges by Owner under this Agreement or any Service Order shall not relieve or diminish Architect's responsibilities under this Agreement or such Service Order (or any other Service Order).

#### 9.12 MAINTENANCE AND INSPECTION OF RECORDS

9.12.1 Owner, or its authorized auditors or representatives, shall have access to and the right to audit any of the records, Project Documents and accountancy records relating to each



Project, and to reproduce any such records, Project Documents and accountancy records in connection with the performance of such audit.

9.12.2 Architect and its Consultants shall maintain and preserve all such records, Project Documents and accountancy records for each Project for a period of at least **ten (10) years** after the later of the Final Completion of such Project or termination of the applicable Service Order.

9.12.3 Architect shall, upon request, promptly deliver the records to Owner, or shall reimburse Owner for all reasonable and extra costs incurred in conducting the audit at a location other than in Los Angeles, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

### 9.13 LIMITATION OF LIABILITY

Except as covered by the insurance policies required hereunder, to the maximum extent permitted by law, in no event will either Party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement or any Service Order, and regardless of whether a Party was advised or had reason to know of the possibility of incurring such damages in advance.

## ARTICLE 10 – PAYMENTS TO ARCHITECT

### 10.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.1.1 Fee for Architect and Its Consultants. Owner shall make payments on a monthly basis for Services properly completed under a Service Order in accordance with the Schedule for Basic Compensation set forth in such Service Order. In order to receive payment, Architect shall present to Owner an itemized billing statement for an individual Service Order which indicates the Services performed by Architect and its Consultants, under the applicable Service Order, the percentage of Services and/or Phase of Services completed under such applicable Service Order, the method for computing the amounts payable, and the amounts to be paid. The invoice shall describe the amount of Services provided and paid for under the applicable Service Order since the initial commencement date through the date of the invoice, and any other information reasonably requested by Owner. If the basis of payment under a Service Order is a lump sum, payment shall be made on a percentage of completion basis for such Service Order (based on the percentage of Services completed of the overall Services required under such Service Order or for a particular Phase thereof, as shall be further articulated in such Service Order). If the basis of payment is based on hourly billing rates, including, without limitation, in connection with the provision of Additional Services, the statement shall identify the individual performing Services under the Service Order, a brief description of the



Services performed under such Service Order, the amount of time expended in hours and the hourly rate for such Services under such Service Order. Undisputed payments shall be made for Services performed under each Service Order; provided, however, that the amount paid to Architect shall never exceed the not to exceed amount, guaranteed maximum price or lump sum amount for the applicable line item in such Service Order. Owner shall within thirty (30) calendar days of receiving Architect's itemized billing statement, review the statement and pay all undisputed charges thereon.

10.1.2 Hourly Rates. Hourly rates for compensation for each Service Order shall be included in such Service Order. Such hourly rates shall include the direct salaries and wages of the personnel of Architect and its Consultants engaged for the applicable Service Order and the portion of the cost of their mandatory and customary contributions and benefits related thereto, including, but not limited to, employment taxes and other statutory employee benefits, insuring sick leave, holidays, vacations and employee retirement plans, allocable to the Project to which such applicable Service Order pertains, as well as overhead and profit. The hourly rates shall include all professional time and all clerical, administrative, overhead, insurance, reproduction, telephone, and transportation expenses. The hourly rates may be adjusted in accordance with the normal salary review practices of Architect and its Consultants but in no case shall the adjustment exceed three percent (3%) per annum in part or in aggregate.

10.1.3 Reimbursable Expenses. Architect shall, at its sole cost and expense, furnish all necessary and incidental labor, materials, supplies, facilities, equipment and transportation which may be required for furnishing Services for each Service Order within the Lump Sum amounts identified in such Service Order. Architect shall be reimbursed for the following expenses at cost in addition to the Lump Sum amounts which are reasonably and necessarily incurred by Architect in the interest of performing the Services required under the applicable Service Order, provided Architect submits complete back-up documentation for actual costs with each invoice; these reimbursable costs shall not be subject to markup:

1. Expenses in connection with personnel travel authorized in advance in writing by Owner (excluding travel between Architect and its Consultants' offices) to and from governmental agencies, and travel to the area of the applicable Project site; voice and data including FAX transmissions outside the 213, 310, 323, 626, 714, 818, 909, 949 & 951 area codes; fees paid for securing approvals of authorities having jurisdiction over the applicable Project.
2. Reproduction, postage and handling of Project Documents.
3. Expenses of rendering, models and mock-ups not described as Basic Services in this Agreement or the Scope of Services for the applicable Service Order.
4. Expenses of additional insurance coverage or limits, requested by Owner in excess of that indicated in Article 12 or the applicable Service Order.



Architect shall obtain Owner's prior written approval for reimbursement of: (a) expedited delivery charges not due to delay by Architect; (b) extraordinary or out-of-town travel expenses; (c) document reproduction costs in excess of \$500.00; (d) any other individual cost, fee or expense in excess of \$1,000.00; and (e) any other cost not specifically enumerated in clauses (1) through (4) above.

## 10.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

Procedures for payments for Additional Services may be made based on percentage completion of a lump sum amount or according to the hourly rates as set forth in the applicable Service Order, provided that, in any event, Additional Services shall be separately itemized on Architect's billing invoices to Owner. Architect expressly waives any right to payment for any Additional Services rendered if Architect does not give written notice of its claim that the services are Additional Services prior to rendering such services and if such services are not billed as Additional Services within thirty (30) calendar days following their rendition.

## 10.3 PAYMENTS WITHHELD

Owner may refuse to make payment (or because of subsequently discovered evidence or subsequent observations, Owner may nullify the whole or any part of any payment previously issued) to such extent as may be necessary to protect Owner from loss because of:

- .1 Owner claims arising from apparent acts, errors or omissions of Architect;
- .2 Failure of Architect to make payments properly to Consultants retained by Architect;
- .3 Reasonable evidence that the Services under the applicable Service Order will not be completed for the unpaid balance of the agreed upon compensation and Reimbursable Expenses set forth in such applicable Service Order;
- .4 Persistent failure to carry out the services in accordance with this Agreement or the applicable Service Order; and
- .5 Such other sums as Owner is entitled to recover from Architect.

The Owner shall not unreasonably withhold payment from Architect.

## ARTICLE 11 -- COMPENSATION FOR SERVICES

### 11.1 BASIC COMPENSATION

Unless otherwise set forth in a Service Order, for Basic Services for a Service Order compensation shall be computed on the basis of the percentage of completion of Services



for the Lump Sum amount set forth in such Service Order. In addition, if the Basic Compensation for a particular Service Order is allocated on a per Phase basis, a Schedule for Basic Compensation shall be included in such particular Service Order and the Basic Compensation for each Phase shall not exceed the line item for such Phase as set forth in such Schedule for Basic Compensation for each line item.

## 11.2 COMPENSATION FOR ADDITIONAL SERVICES

For Additional Services of Architect and its Consultants, compensation shall be computed on the basis of a lump sum amount or on hourly rates enumerated in the applicable Service Order (subject to agreement by Owner and Architect on a not-to-exceed amount, guaranteed maximum price or lump sum). To the extent expressly agreed upon by Owner and Architect in the amendment adding the Additional Services, Architect and its Consultants shall also be compensated for allowable Reimbursable Expenses incurred during performance of Additional Services, subject to agreement by Owner and Architect on a not-to-exceed amount for such Reimbursable Expenses.

## 11.3 PROGRESS PAYMENTS

11.3.1 Progress Payments. Progress payments for undisputed amounts shall be made monthly for Services accepted by Owner. Architect shall submit detailed invoices to Owner on the first day of each month and Owner shall pay each approved invoice within **thirty (30) calendar days** after receipt of the statement. Architect may not bill more often than once a month per Service Order. If an invoice cannot be approved for payment as submitted, Owner shall notify Architect, in writing, within **fourteen (14) calendar days** of receipt of the invoice by setting forth the reasons for rejection. Invoices shall refer to this Agreement by the Project identified on the first page hereof, shall display the original Lump Sum Amount and shall include complete documentation of all charges. Authorized Reimbursable Expenses shall be indicated separately and shall be invoiced at their actual cost, with no markup, together with original receipts or other documentation to substantiate expenditures. Authorized Charges for Additional Services, if any, shall be indicated separately from charges for Basic Services.

11.3.2 First Progress Payment. Prior to the submission of Architect's first monthly progress billing for Architect's performance of the Services under a Service Order, Architect shall submit for each of its Consultants a fee schedule, by phase and amount, matching the Schedule for Basic Compensation included in such Service Order for the Owner's written approval.

11.3.3 Monthly Compensation. Architect shall submit monthly progress billings against the agreed lump sum compensation and against the not to exceed allowable reimbursable expenses. Architect's lump sum compensation progress billings shall be billed on the basis of percent complete to date, subject to Owner's approval for each phase and amounts as indicated in the Schedule for Basic Compensation included in the applicable Service Order. Lump sum compensation progress billing form shall include the agreed



sum to date, previously billed amounts, current billing amount, percent complete and unbilled balance. Architect's billing form shall include a unique invoice number and Owner's Purchase Order number. Architect's allowable reimbursable expense billing shall be billed as a separate line item that tracks the agreed not to exceed amount, any approved changes to the not to exceed amount, previously billed amounts, current billing amount, total billed to date, and remaining unbalance. When Architect's Consultants and subconsultants are being compensated based on hourly rates and/or on a time and material basis, their invoices shall utilize the same format as described above.

#### 11.4 FINAL PAYMENT

Final Payment to Architect of undisputed amounts consisting of any contract balances due shall be made **sixty (60) calendar days** after Architect's written demand provided Architect has completed the Services described in the applicable Service Order to Owner's reasonable satisfaction, and has delivered to Owner the As-Built Drawings, Record Documents, and any other documentation reasonably required by Owner with respect to such applicable Service Order.

### ARTICLE 12 – INSURANCE AND INDEMNITY

#### 12.1 INSURANCE

12.1.1 Description of Coverage and Limits. Without limiting Architect's liability, Architect shall maintain in full force and effect at its sole expense and written by carriers reasonably acceptable to Owner, throughout the term of the applicable Service Order and for at least ten (10) years after the date of issuance of the Final Certificate of Occupancy for the Project to which such applicable Service Order pertains or the termination of such applicable Service Order, whichever is earlier, whether through terms or endorsements providing for an independent extended reporting period ("**ERP**") or through renewal or replacement coverage including prior acts coverage, with all such ERP's, renewals and replacement coverage, provided such coverage is available on commercially reasonable terms and is subject to Owner's reasonable approval, a Professional Liability insurance policy providing coverage for claims arising from performance of professional services by Architect and its employees. In addition, Architect shall procure and maintain, at all times during performance of the Services for each Service Order, insurance coverage of the types and in the minimum amounts as set forth in Section 12.1.2 below. Further, Architect shall require that all of the Architect's Consultants carry and maintain insurance of the types and in the minimum amounts as set forth in Section 12.1.2 below. Architect shall provide evidence of insurance coverage carried by Architect's Consultants if so requested by Owner.



12.1.2 Limits of Coverage for Architect and its Consultants. Architect and its Consultants shall procure and maintain at all times during performance of the Services for each Service Order insurance coverage of the types and in the minimum amounts detailed below:

- .1 Worker's Compensation Insurance within statutory minimum limits and with Employers' Liability Insurance at a minimum limit of One Million Dollars (\$1,000,000);
- .2 Commercial General Liability ("CGL") Insurance providing insurance over claims for damages because of bodily or mental injury or death, including personal injury, sickness, disease or death of any person and claims for damages because of injury to or destruction of property, including loss of use resulting therefrom, with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for coverage under this subparagraph;
- .3 Comprehensive Automobile Liability Insurance, providing coverage for all owned, long-term leased, hired and non-owned automobiles in the minimum amount of One Million Dollars (**\$1,000,000**) combined single limit for bodily injury and for property damage;
- .4 Property Insurance covering the full replacement value of Consultant's property on and proximate to the applicable Project site including, but not limited to, all tools, equipment, trailers, machinery and related items;
- .5 Professional Liability Insurance providing insurance over claims for damages arising out of performance of professional services caused by negligence, errors, omissions or acts of Architect, its employees and Consultants, with a minimum limit per claim and annual aggregate per the insurance amount shown as follows (Owner may require project specific policies and different insurance amounts for Consultants if so indicated in the applicable Service Order):

Approved Budget For Construction Cost	Professional Liability Insurance Minimum Limit (claim/aggregate)
\$ 1 – \$3,000,000	\$1,000,000/\$2,000,000
\$3,000,001 – \$99,999,999	\$2,000,000/\$2,000,000

- .6 Such other insurance as Owner may reasonably require.





12.1.3 Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Owner. At the option of Owner, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Architect, its officers, officials, and employees; or (b) Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Architect shall be responsible for the policy deductible and self-insured retentions and Owner will not be asked to contribute to losses or expenses within the deductible or self-insured retention levels.

12.1.4 General Insurance Requirements.

**1. General Liability and Automobile Liability Coverages:**

**A.** The University of Southern California, its employees and agents are to be covered as Additional Insureds using the following two endorsements: ISO 2010 (07/04) and ISO 2037 (07/04), or their equivalent as approved by Owner in writing, and as respects to the following: liability arising out of activities performed by or on behalf of Architect; products and completed operations of Architect; premises owned, occupied, or used by Architect; or automobiles owned, leased, hired, or borrowed by Architect. The coverage shall contain no special limitations on the scope of protection afforded to Owner, its officers, officials, employees or volunteers.

**B.** Architect's and Consultant's insurance coverage shall be primary insurance as respects any insurance provided by Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Owner, its officers, officials, employees, or volunteers shall be in excess of Architect's and Consultants' insurance and shall not contribute with Architect's and Consultants' insurance.

**C.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Owner, its officers, officials, employees, or volunteers.

**D.** Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**E.** If Architect fails to purchase and maintain any insurance required hereunder, Owner may, but shall not be obligated to, upon five (5) days' written notice to Architect, purchase such insurance on behalf of Architect and shall be entitled to be reimbursed by Architect promptly upon demand or deduct the amount of such premiums from any amounts due under this Agreement or the applicable Service Order.



## 2. All Coverages:

**A.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or materially changed except after thirty (30) days' prior written notice has been given to Owner. Such provision shall appear in the Certificate of Insurance.

**B.** The foregoing requirements as to the types and limits of insurance coverage to be maintained by Architect, and any approval of said insurance by Owner or Owner's insurance consultant(s), are not intended to and shall not in any manner limit or qualify the liabilities and the obligations otherwise applicable to the provisions concerning indemnification.

**C.** The policies shall state that they afford primary coverage.

12.1.5 Acceptability of Insurers. Insurance is to be placed with insurers admitted in the State of California and rated "A VIII" or better by A.M. Best's Insurance Guide.

12.1.6 Verification of Insurance. Architect shall furnish Owner with certificates of insurance and endorsements effecting coverage required by this Agreement and the applicable Service Order before commencing Services under such applicable Service Order, at the anniversary dates of the policies, endorsements and certificate of insurance submittals and at any time when a material change in coverage, carriers or underwriters occurs. True and correct copies of the Architect's endorsements and certificate of insurance submittals shall be attached to the applicable Service Order. The certificates and endorsements (1) shall be identified on their face with the name of the applicable Project and the master contract number associated with the Service Order, (2) shall be signed by a person authorized by that insurer to bind coverage on its behalf and (3) shall be reviewed in Architect's office and approved by Owner before Services for such applicable Service Order commences. As detailed above, Owner reserves the right to require Architect and Architect's Consultants to deliver to Owner within seven (7) calendar days after notice, complete, certified copies of all required insurance policies. The maintenance of all policies required herein and under each Service Order in full current force and effect shall be a condition precedent to Owner's obligation to pay Architect under such Service Order and this Agreement and Owner reserves the right to withhold payments to Architect in the event of non-compliance with any of the insurance requirements outlined above.

## 12.2 INDEMNITY

12.2.1 Architect agrees to indemnify and hold harmless, to the maximum extent permitted by law, Owner, its officers, employees, consultants, and their successors and assigns (collectively, "**Indemnitees**" and singularly, "**Indemnitee**"), from and against any and all liabilities, losses, breaches, liens, encumbrances, suits, claims, damages, costs, judgments and expenses, including reasonable attorney's fees and costs (collectively, "**Damages**"),



to the extent such Damages arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Architect, its agents, employees, representatives, Consultants, or anyone for whose acts they may be liable (collectively, "**Architect's Team**"), in performing the Services under this Agreement or the applicable Service Order. Although Architect's indemnification obligations under this Section 12.2.1 shall not give rise to a duty to defend any Indemnatee against a third party claim arising from those Damages described above, Architect shall have the obligation to reimburse each Indemnatee those attorneys' fees, court costs, expert fees and other defense costs (collectively, "Defense Costs") incurred by such Indemnatee with respect to any such claim; provided, however, in no event shall the Defense Costs charged to Architect for any such claim for Damages exceed Architect and the Architect's Team's collectively proportionate percentage of fault for such Damages as determined by an arbitrator or other trier of fact.

12.2.2 Architect's duty to indemnify includes, but is not limited to, personal injury and death, and property or other damage (including, but not limited to, economic loss, damage and liability arising from breach of contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any entity, person or persons, subject to the limitations set forth in Section 12.2.1 above.

12.2.3 This indemnity shall survive termination of this Agreement and any Service Order or final payment under this Agreement or any Service Order. This indemnity is in addition to any other rights or remedies which Owner may have under the law or under any Service Order or this Agreement. In the event of any claim or demand made against any Party or entity which is entitled to be indemnified hereunder, Owner may in its sole discretion reserve, retain or apply any moneys due Architect under the applicable Service Order or this Agreement for the purpose of resolving such claims; provided, however, Owner may release such funds if Architect provides Owner with financial instruments, such as bonds or letters of credit, that provide material assurances to Owner that its interests are protected. Owner shall, in its sole discretion, determine whether such assurances are adequate and acceptable to Owner.

## ARTICLE 13 – ENUMERATION OF CONTRACT DOCUMENTS

### 13.1 CONTRACT DOCUMENTS

This Agreement represents the entire and integrated agreement between Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by each subsequent Service Order, an amendment or other agreement signed by both Parties. All understandings between the Parties are incorporated into this Agreement and subsequent Service Orders and amendments. The terms of this Agreement are intended by the Parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or



contemporaneous oral agreement except for terms of subsequent Service Orders and amendments signed by the Parties.

The "**Contract Documents**," except for subsequent Service Orders and amendments issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as Exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if these documents were set forth at length herein;

1. This Agreement, including the following exhibits and attachments:

- Exhibit 1** – Form of Service Order
- Exhibit 2** – USC Standards and Guidelines
- Exhibit 3** – Substantial Completion and Close-Out Requirements
- Exhibit 4** – Certificate Regarding Debarment
- Exhibit 5** – Certificate Regarding Lobbying
- Exhibit 6** – University Policies
- Exhibit 7** – PMIS Requirements
- Exhibit 8** – Trustee Affiliated Contractors

2. Architect's Proposal Documents, excluding any qualifications, conditions or terms inconsistent with the Agreement and Exhibits.

3. The Parties shall comply with and provide all of the documents required in the list of exhibits. If the Project is federally funded, Architect shall provide an executed Certificate Regarding Debarment as required in **Exhibit 4**; an executed Certificate Regarding Lobbying as required in **Exhibit 5**. Also, for all projects, Architect shall comply with all the University Policies as detailed in **Exhibit 6** and updated from time to time by Owner. Architect acknowledges that Owner may update Exhibits 3, 7 and 8 from time to time during the Term and such updated Exhibits shall be automatically incorporated in this Agreement upon Owner's providing the same to Architect.

## 13.2 INTERPRETATION

13.2.1 Governing Law. This Agreement and each Service Order, and the rights and duties of the Parties (both procedural and substantive rights and duties), shall be governed by and construed according to the laws of the State of California.

13.2.2 Modifications to this Agreement. The terms and conditions of this Agreement and each Service Order (including, without limit, changes in the description of the Project, the scope of Services, the compensation and/or method of compensation to Architect) may be changed only by written amendment signed by Architect and an authorized representative



of Owner. Any oral representations or modifications concerning this Agreement or any Service Order shall be of no force or effect.

- 13.2.3 Unenforceability. If any provision in this Agreement or any Service Order is held by any court of competent jurisdiction to be invalid, illegal, void or unenforceable, such portion shall be deemed severed from this Agreement or such Service Order (as the case may be), and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement or Service Order (as the case may be).
- 13.2.4 No Construe in Favor Presumption. Both Owner and Architect have, with the assistance of their respective counsel, actively negotiated the terms and provisions contained in this Agreement. Therefore, Owner and Architect agree that this Agreement, Exhibits, Service Orders and other Contract Documents, if any, shall not be construed in favor of or against any Party by virtue of the identity of its preparer.
- 13.2.5 California Architects Board. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

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**SIGNATURES**

Architect hereby represents and warrants to Owner that Architect has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and that signature and execution of this Agreement has been duly authorized.

**ARCHITECT:**

\_\_\_\_\_

(a **STATE** Corporation)

**OWNER:**

**UNIVERSITY OF SOUTHERN CALIFORNIA**

(a California Non-Profit Corporation)

\_\_\_\_\_  
*Signature*  
By: \_\_\_\_\_  
*Name*  
Its: \_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*  
By: \_\_\_\_\_  
*Name*  
Its: \_\_\_\_\_

California Architects License No. \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
By: \_\_\_\_\_  
*Name*  
Its: \_\_\_\_\_  
*Title*

California Architects License No. \_\_\_\_\_

Federal Tax I.D. No. \_\_\_\_\_

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EXHIBIT 1  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
SAMPLE SERVICE ORDER

**Service Order No. \_\_\_\_\_**  
**to Contract No. \_\_\_\_\_**

Service Order Title: \_\_\_\_\_  
USC Account Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_, 20\_\_

This **Service Order No. \_\_\_\_\_** is entered into as of the effective date shown above by and between

University of Southern California  
(a California non-profit corporation) ("**Owner**")  
3434 South Grand Avenue, CDF  
Los Angeles, CA 90089-3162

Attention: \_\_\_\_\_

Project Manager

T: xxx.xxx.xxxx | C: xxx.xxx.xxxx | E: \_\_\_\_\_@usc.edu

and

\_\_\_\_\_ ("**Architect**")

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the compensation hereinafter specified to be made, and in consideration of the Agreement (as defined below) and of the mutual covenants of the parties contained in this Service Order and the Agreement, the parties agree as follows:

Project. Architect shall perform Architectural and Engineering Design Services including the preparation of Construction Documents for the Project identified below:

Project Title: \_\_\_\_\_

Site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services. Architect shall perform, as part of Basic Services, all of those Services indicated in the Scope of Services in Attachment 1 attached hereto. Architect shall not be responsible to

perform those services specifically designated as exclusions from Architect's Scope of Services in Attachment 1 attached hereto. Owner shall be responsible to perform or cause to be performed, at Owner's sole cost, those services and provide that information specifically designated as Owner's responsibility in Attachment 1 attached hereto.

Milestone Dates for Performance of Services. The Milestone Dates for the Project are set forth in Attachment 2 attached hereto.

Basic Compensation.

Lump Sum Amount. Architect shall be compensated for Architect's performance of the Scope of Services on a stipulated sum basis. The stipulated sum for Architect's performance of the Scope of Services shall be referred to as the "**Lump Sum Amount**" and is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Lump Sum Amount is allocated to each phase of the Services for the Project as set forth in the Schedule for Basic Compensation set forth below.

Schedule for Basic Compensation

<b>Phase</b>	<b>Dollar Amount</b>
1. Program Confirmation	\$_____
2. Schematic Design	\$_____
3. Design Development	\$_____
4. Construction Documents	\$_____
5. Agency Approvals	\$_____
6. Bidding or Negotiation	\$_____
7. Construction Administration	\$_____
8. Project Closeout	\$_____
Total Cost	\$_____

In no event shall Architect's Basic Compensation for any phase exceed the line item for such phase set forth in the Schedule for Basic Compensation above.

Reimbursable Expenses. Architect shall be reimbursed by Owner for those reimbursable expenses of the type specifically permitted in Section 10.1.3 of the Agreement; provided, however, in no event shall Architect be entitled to reimbursement for any reimbursable expenses in excess of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the aggregate.

Consultants and Key Personnel: Architect shall retain those Consultants and Key Personnel on the Project as set forth in Attachment 3 attached hereto.

Owner's Budget for Construction Costs. Owner's Budget for Construction Costs for this Project is as follows: \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Hourly Rates: The hourly rates to be utilized in any proposal for Additional Services shall be in accordance with rates set forth in Attachment 4 attached hereto.

Insurance. The parties represent that the insurance coverage and terms required under Article 12 of the Agreement extend fully to this Service Order (subject to the modifications contained below, if any). True and correct copies of the Architect's endorsements and certificate of insurance submittals are attached hereto as Attachment 5. Modifications to such insurance requirements are as follows:

List or None.

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Attachments. The following attachments are incorporated herein and made part of this Service Order:

- Attachment 1: Project Description; Scope of Services; Exclusions; Owner-Performed Services
- Attachment 2: Milestone Dates
- Attachment 3: Architect's Key Personnel and Consultants
- Attachment 4: Hourly Rates for Additional Services
- Attachment 5: Insurance Certificates and Endorsements

Other Terms (if any):

Miscellaneous Terms.

Any capitalized term that is not expressly defined in this Service Order shall have the same meaning as it has in that certain Master Architect's Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ (the "Agreement"), between Owner and Architect. The Agreement is hereby incorporated by reference in its entirety into this Service Order and, except as expressly modified in this Service Order, the terms and conditions of the Agreement shall remain in full force and effect and shall govern both Owner's and Architect's rights and obligations with respect to the Services.

Each party represents and warrants that it has full ability, power and authority to enter into and fully perform this Service Order. Furthermore, each person executing this

Service Order on behalf of their respective party has been properly authorized and empowered by their respective party to execute this Service Order.

This Service Order may be executed in counterparts by each party and when the signed counterparts are gathered together, they shall be deemed to constitute a fully executed conformed and binding Service Order ("Binding Service Order"). Each conformed copy of the Binding Service Order shall be deemed by the parties to be originals that are binding on the parties and in full force and effect. In the event the parties hereto execute this Service Order by signing and delivery signature pages using facsimile transmission or electronic mail transmission, such signing and delivery of facsimile or electronic mail signatures pages shall be binding on the parties and shall have the same effect as if original signature pages were delivered. Each such party signing and delivering signature pages by facsimile or electronic mail transmission shall immediately thereafter provide to the other party, by U.S. First Class Mail, two original signed copies of this entire Service Order; provided, however, if this Service Order is executed electronically then the foregoing requirement regarding the delivery of two (2) originals shall not apply.

This Service Order is entered into as of the day and year written on the first page of this Service Order and is executed by the parties' duly authorized officers on at least two (2) original copies, of which one is to be delivered to Architect, and the other to be delivered to Owner; provided, however, if this Service order is executed electronically then the foregoing requirement regarding the delivery of two (2) originals shall not apply.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Service Order as of the Effective Date.

**ARCHITECT:**

**[Redacted]**

**OWNER:**

**UNIVERSITY OF SOUTHERN CALIFORNIA**  
(a California Non-Profit Corporation)

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Name*

By: \_\_\_\_\_  
*Name*

Its: \_\_\_\_\_  
*Title*

Its: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Name*

Its: \_\_\_\_\_  
*Title*

ATTACHMENT 1 – PROJECT DESCRIPTION; SCOPE OF SERVICES; EXCLUSIONS;  
OWNER-PERFORMED SERVICES

Scope of Services. Architect shall perform the following Services, all as part of Basic Services:

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University Record Revit Model Requirements: **Apply or Do not apply to this project.**

Exclusions. The following Services shall not be performed by Architect as part of Architect's Scope of Services and shall only be performed by Architect, if at all, as Additional Services in accordance with and subject to the provisions of the Agreement governing Additional Services:

**Architect will not be required to prepare cost estimates.**

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Owner-Performed Services: Owner shall perform the following services and provide the following information, all at Owner's sole cost and expense:

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ATTACHMENT 2 – MILESTONE DATES

**Deliverable:**

Feasibility Study  
Schematic Design  
Design Development  
Construction Documents

**Completion Date:**

MONTH DAY, YEAR  
MONTH DAY, YEAR  
MONTH DAY, YEAR  
MONTH DAY, YEAR

**Targets:**

Agency Approvals  
Pre Bid Meeting  
Bid Date  
Construction Start  
Construction Completion

**Completion Date:**

MONTH DAY, YEAR  
MONTH DAY, YEAR  
MONTH DAY, YEAR  
MONTH DAY, YEAR  
MONTH DAY, YEAR



ATTACHMENT 3 – ARCHITECT’S KEY PERSONNEL AND CONSULTANTS

Key Personnel Architect agrees that it shall assign to the Project the following Key Personnel:

<u>Name</u>	<u>Position</u>

Consultants. Architect agrees that it shall assign to the Project the following Consultants:

<u>Name</u>	<u>Position</u>	<u>Company</u>

ATTACHMENT 4 – HOURLY RATES FOR ADDITIONAL SERVICES

Refer to the attached rate sheets for \_\_\_\_\_

ATTACHMENT 5 – INSURANCE CERTIFICATES AND ENDORSEMENTS

Refer to attached Insurance Certificates and Endorsements.

EXHIBIT 2  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
USC STANDARDS AND GUIDELINES

1. Basis of Design. Owner's Basis of Design, standards and guidelines are posted at the USC Facilities Management Services website at the following link:

<http://facilities.usc.edu/leftsidebar.asp?ItemID=516>

2. CAD Guidelines. Architect shall comply with the CAD Guidelines posted at the USC Facilities Management Services CAD Services website at the following link:

[http://facilities.usc.edu/multisidebar\\_sublinks.asp?ItemID=236](http://facilities.usc.edu/multisidebar_sublinks.asp?ItemID=236)

3. University Record Revit Model Requirements. For projects that will be designed and constructed utilizing Revit models with linked AutoCAD drawings ("**Revit Linked Models**"), which are organized by discipline with the USC Shared Parameters:

- a. The USC Shared Parameters are attributes assigned to specific Revit categories of elements to be populated with both the USC Shared Parameter Name and the Parameter Values. USC Shared Parameters allow proper organization of the project elements for managing the contract execution of the project as well as organize the Record Revit Linked Model that is used after project completion for operations and maintenance.

- b. These Revit Linked Models will contain the facilities data through parameter values which are identifiable by parameters whose name contain the prefix "Install". Contractor and Subcontractors shall assist Architect, engineers and design consultants in uploading the linked spreadsheet data to Revit Linked Models. The individual USC Shared Parameter field values for facilities "Install" data are identified in the USC provided Revit template spreadsheets. These spreadsheets are associated with the project Revit Linked Models. Owner and Owner's Consultant(s) will provide oversight to both the Contractor and Design teams in their delivery and upload to e-Builder of models and linked files.

- c. Architect shall use USC's template Project Record Revit Requirements Execution Plan ("**PRxP**") in collaboration with Contractor to provide Owner with a project specific signed PRxP to assign responsibility for all project scope.

EXHIBIT 3  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
SUBSTANTIAL COMPLETION AND CLOSE OUT REQUIREMENTS

The documents listed below detail the following: (i) the Contractor's requirements for achieving Substantial Completion and Close Out for each Project; (ii) the Architect's role in administration and close-out of the Contractor's construction contract for each Project; and (iii) the Architect's responsibilities with respect to Project Record Documents and Close Out for each Project. These General Requirements Sections will also be included in the Contractor's documents for each Project.

- a. Requirements for Substantial Completion
- b. SECTION 01 77 00 Closeout Procedures dated 04.27.2015
- c. SECTION 01 78 23 Operation and Maintenance Data dated 04.27.2015
- d. SECTION 01 78 39 Project Record Documents dated 05.18.2016
- e. SECTION 01 79 00 Demonstration and Training dated 04.27.2015

## REQUIREMENTS FOR SUBSTANTIAL COMPLETION

1. Obtain all temporary occupancy permits and similar approvals for the use of the facilities. Where applicable, Temporary Certificate of Occupancy (“TCO”) has been issued by the City.
2. List all incomplete items of Work and the value of each item of incomplete Work.
3. Obtain and submit all documentation necessary to enable Owner's full and unrestricted use of the Work or portions thereof, and access to services and utilities, and to supply any change-over information necessary to Owner's occupancy, use, operation, and maintenance.
4. Discontinue and remove temporary facilities and services from the Site, along with construction tools and facilities, forms, and similar items except for Contractor's field office.
5. Submit As-built Drawings or Models to Architect and Owner.
6. Submit Record Survey Data to Owner.
7. Inspect, test, and adjust performance of every system of facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents. Provide statement of Commissioning Completion from the third party Commissioning Agent.
8. Submit a report of such test results to Owner including, but not limited to the following:
  - a. Equipment Start-up Reports
  - b. Air and Hydronic Test and Balance Reports
  - c. Pipe Pressure Test Reports
  - d. Pipe Cleaning Reports
  - e. Duct Pressure Test Reports
  - f. Backflow Prevention Device Certifications
  - g. Domestic Water Chlorination Reports
  - h. Electrical Acceptance Test Reports
9. Submit the final approved Operation and Maintenance Manuals to Owner. Operations and Maintenance Manuals shall include, but not limited to, the following:
  - a. Facility Information: contact directory, warranty information, equipment nameplate data, and utility connection and cutoff plans.
    - i. Note that all warranties begin on the date of Substantial Completion for a period of one (1) year, unless special warranty requirements are indicated in the project specifications.

- b. Materials and Finishes Information: source information, product information, maintenance procedures, repair materials and sources, warranties and bonds, and design data.
  - c. Equipment and System Information: contractor information, system description, system flow diagrams, submittal and product data, operation and maintenance instructions, control drawings, panel board circuit directories, and valve charts.
10. Submit all attic stock to Owner.
11. Provide demonstration and training for Owner's operating personnel on systems and equipment operational requirements.

## **SECTION 01 77 00 CLOSEOUT PROCEDURES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. List of Incomplete Items (Contractor's Punch List).
  - 2. Substantial Completion procedures.
  - 3. Final Completion procedures.
  - 4. Warranties.
  - 5. Final cleaning.
  - 6. Repair of the Work.
- B. Related Sections include the following:
  - 1. Section 01 73 00 "Execution Requirements" for progress cleaning of Project site.
  - 2. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications and Record Product Data.
  - 3. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Individual Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### **1.03 SUBMITTALS**

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### **1.04 CLOSEOUT SUBMITTALS**

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.



### 1.05 LIST OF INCOMPLETE ITEMS (CONTRACTOR'S PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  - 3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  - 4. Submit list of incomplete items through the PMIS in the following format:
    - a. MS Excel electronic file. Owner will return annotated file and provide update in PMIS.
    - b. PDF electronic file. Owner will return annotated file.

### 1.06 SUBSTANTIAL COMPLETION PROCEDURES

- A. Definition: Substantial Completion is defined to mean the stage in the progress of the Work when all of the requirements for Substantial Completion identified in the General Conditions, Agreement and other Contract Documents have been met.
- B. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- C. Submittals Prior to Substantial Completion: Complete the following as required by specification sections or other Sections of these General Requirements, or no less than 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals required throughout the Contract Documents, including the following items:
    - a. All documents required in Section 01 78 39 "Project Record Documents";

- b. All submittals required in Section 01 78 23 “Operation and Maintenance Data”;
  - c. Attic stock submittals as required in Section 01 78 23 “Operations and Maintenance Data” and as specified in individual specification Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner.
  - d. Final completion construction photographic documentation;
  - e. Demonstration and training documentation as specified in Section 01 79 00 “Demonstration and Training”;
  - f. Statement of Commissioning Completion from the third party Commissioning Authority per the requirements of Section 01 91 13 General Commissioning Requirements;
  - g. Damage or settlement surveys; and
  - h. Property surveys.
3. Submit closeout submittals specified in individual specification Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit changeover information related to Owner’s occupancy, use, operation, and maintenance.
- D. Procedures Prior to Substantial Completion: Complete the following as required by specification sections or other Sections of these General Requirements, or no less than 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner’s personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventative maintenance on equipment used prior to Substantial Completion.
  5. As required by Section 01 79 00 “Demonstration and Training,” instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems.
  6. Advise Owner of changeover in heat and other utilities.
  7. Inspect, test, and adjust performance of every system of facility of the Work to ensure that overall performance is in compliance with terms of the Contract Documents. Provide statement of Commissioning Completion from the third party Commissioning Authority.
  8. Terminate and remove temporary facilities from Project Site, along with mockups, construction tools, and similar elements.

9. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  11. Remove broken and scratched glass and replace with the glass complying with requirements of the Contract Documents.
  12. Check fluid and gas carrying pipe systems, roofs, flashings, gutters and downspouts for leaks. Repair or replace as necessary.
  13. Lubricate all moving parts of machinery and equipment as recommended by the manufacturers of the machinery and equipment.
  14. Complete final cleaning requirements, including touchup painting.
- E. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request the reinspection for determining the date of Substantial Completion when the Work identified in the previous inspection as incomplete is completed or corrected.
  2. Results of the completed reinspection will form the basis of requirements for final completion.

#### 1.07 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Certified List of Incomplete Items: Submit certified copy of Owner's Substantial Completion reinspection list of items to be completed or corrected (Punch List), endorsed and dated by Owner. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Pest Control: Submit pest-control final inspection report and warranty.
  4. Permit and Inspection Records: Submit all permit and inspection records for the Project as required in Section 01 78 39 "Project Record Documents".
- B. Procedures prior to Final Completion: Submit a final Application for Payment according to the General and Supplementary Conditions of the Contract.
- C. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will approve the final Certificate for Payment or will notify

Contractor of construction that must be completed or corrected before certificate will be approved.

#### 1.08 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Owner or Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the requirements of Section 01 78 23 "Operation and Maintenance Data".

### **PART 2 - PRODUCTS**

#### 2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

### **PART 3 - EXECUTION**

#### 3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

- d. Remove tools, construction equipment, machinery, and surplus material from Project Site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, fingerprints, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition. Polish bright surfaces to shine finish.
  - g. Remove debris and surface dust from limited access spaces, including roofs, downspout, drainage system, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a full inspection and rid Project of rodents, insects, and other pests. Submit pest-control final inspection report and warranty.
- D. Comply with safety standards for cleaning.
- E. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 "Construction Waste Management."

### 3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over “UL” and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION 01 77 00**

## **SECTION 01 78 23 OPERATION AND MAINTENANCE DATA**

### **PART 1 – GENERAL**

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operations and Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.
  - 2. Attic stock submittals and handover procedures.
- B. Related Sections include the following:
  - 1. Section 01 33 00 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Section 01 78 39 "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
  - 3. Section 01 79 00 "Demonstration and Training" for instruction of Owner's operating personnel.
  - 4. Individual Specification Sections for specific operation and maintenance manual requirements for products in those Sections.

#### 1.03 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.04 MANUAL SUBMITTALS

- A. Initial Manual Submittal:
  - 1. Submit one (1) draft copy of each manual at least thirty (30) days before commencing demonstration and training. Draft copy may be in electronic PDF format. Hard copies may be required upon request.
  - 2. Owner and/or Architect and Commissioning Authority will review and comment on general scope, content and completeness of each manual. The Commissioning Authority may be a 3rd Party, hired by Owner, or a member of Owner's staff.
  - 3. For any design-build elements, Contractor's designers shall review these submittals.

B. Final Manual Submittal

1. Correct or revise each manual to comply with Owner, Architect's, Commissioning Authority's and Contractor's designers' (if any) comments.
2. Submit one (1) hard copy and one (1) electronic copy in PDF via CD or other storage device of each manual in final form to Owner prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. All submittals shall be reviewed and approved by Owner, Architect or Commissioning Authority.
3. Once approved, the final manuals shall be delivered to Owner.
4. Scheduling of Demonstration and Training cannot be done until the Final Operation and Maintenance data is submitted and approved.

1.05 ATTIC STOCK SUBMITTALS

- A. Ensure that keys, special tools, replacement parts and attic stock items are delivered to Owner. Such equipment shall be inventoried and Owner will sign a receipt for the equipment upon delivery to Owner. Attic Stock shall be delivered at the time of Substantial Completion.

**PART 2 - FORMAT**

2.01. GENERAL

- A. Where O&M instruction manuals are required to be submitted under any sections of the specifications, prepare in accordance with the provisions of this Section.
- B. Bind hard copy documentation in heavy-duty, 3-ring, vinyl-covered, loose leaf binders (sized for 8½"x11" paper), with clear plastic sleeve on spine to hold label describing contents and thickness as necessary to accommodate contents.
- C. When necessary, binders shall have pockets inside the covers to hold folded oversized sheets.
- D. Provide heavy paper dividers with plastic coated/covered tabs for each separate section. Mark tab to identify the specification section and product/installation.
- E. Provide protective plastic sleeves for any diagnostic software disks or computerized electronic equipment.
- F. For drawings, attach reinforced, punched binder tabs on drawings and bind with text.
1. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  2. If drawings are too large to use as foldouts, fold and place drawings in labeled pocket and bind in rear of binder.
- G. Identify each binder on the front and spine with printed title, volume number, project name, and name of Contractor.
- H. Provide a title page for each volume including the following:
1. Subject matter included in the volume



2. Name and address of Project
  3. Date of submittal
  4. Name and contact information for Contractor
  5. Name and contact information for Architect and major consultants to Architect
  6. Cross reference to any other volumes, if applicable
- I. Provide a typed table of contents for each binder. List each product included in the manual, indexed to the content of the volume, and referenced with the specification section number.
  - J. If operation and maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
  - K. Assemble electronic files in PDF format in folders to exactly match the hard copies as organized by volume, with links enabling navigation to each item and with bookmark tabs, as needed. Create one file folder for each volume and include all files for that volume in the folder, according to the following:
    1. Use electronic files prepared by manufacturer, where available. Where scanning of paper documents is required, configure the scanned file for minimum readable file size.
    2. Provide bookmarked table of contents at the beginning of each document, if applicable.
    3. Name each indexed file with applicable item name following the file-naming convention below:
      - a. Specification#\_SystemName\_DocumentType
      - b. Document Types include, but not limited to:
        - i. As\_Built
        - ii. Attic\_Stock
        - iii. Contact\_Directory
        - iv. Control\_Drawing
        - v. Electrical\_Acceptance\_Report
        - vi. Name\_Plate
        - vii. O&M\_Manual
        - viii. Panel\_Schedule
        - ix. System\_Flow\_Diagram
        - x. TAB\_Report
        - xi. Valve\_Chart
        - xii. Warranty
      - c. Do not include spaces in the file names.
    4. Enable inserted reviewer comments on the draft submittals.
  - L. Accompany submittals with transmittal letter, containing date, project title and number, Contractor's name and address, title and number of each document,

certification that each document as submitted is complete and accurate, and signature of Contractor, or its authorized representative.

## 2.02 CONTENT

- A. The contents of the Operations and Maintenance Data are separated into three separate packages or binder types. The first package type contains Facility Information described in paragraph 2.03 and is a stand-alone binder or volume of binders. The second package type contains the Materials and Finishes Information described in paragraph 2.04 and is a stand-alone binder or volume of binders. The third package type contains the Equipment and Systems Information described in 2.05 and is a stand-alone binder or volume of binders.

## 2.03. FACILITY INFORMATION

General information that applies to the entire facility, not specific to any one system or piece of equipment shall be included in this section as follows. Each section shall have its own tab, labeled with the section heading.

### A. Contact Directory

Include the contact information for all contractors, Subcontractors, vendors, manufacturers, and any other entity that has provided goods or services installed at the facility. Contact information should include name, title, website, address, phone numbers, and technical support phone numbers and email addresses. Include listing of systems provided by each party.

### B. Warranty Information: Provide all warranties indexed and tabbed in accordance with the project specifications.

1. Each warranty shall include the specification section number, a listing of the Subcontractor, supplier, and manufacturer with name, address, and the telephone number of the responsible principal.
2. All warranties shall be properly executed and on the letterhead of the provider.
3. The start date of warranty shall be the date of Substantial Completion.
4. In addition to Contractor's standard (1) year warranty of the total project, provide warranties, guarantees, and bonds as may be required in each individual section of the specification. Contractor will be co-responsible with the manufacturer and/or Subcontractor for all extended warranty work identified in the specifications.

### C. Equipment Nameplate Data: Contractor shall provide as-installed product nameplate data, product numbers, serial numbers, and other information to fully define the asset to Owner. Equipment list shall be submitted in Microsoft Excel format. Data content shall include:

- a. Construction document designation and owner's designation, if different.
- b. Name of installing contractor, vendor, or manufacturer.
- c. Manufacturer name.
- d. Model number.

- e. Serial number.
- f. Date of manufacture.
- g. Warranty start date and duration.
- h. Location.
- i. Area Served.
- j. General description or type classification of the system, equipment, component, or device.

#### 2.04. MATERIALS AND FINISHES INFORMATION

Organize manual into separate section for each product, material, and finish following the outline of the project specifications. Include source information, product information, maintenance procedures, repair materials and source, and warranties and bonds, as described below. There shall be a main tab for each specification section. Behind the section number tab there shall be the material or finish sub-tab for each material or finish type. These sub-tabs shall be similar to the specification number tabs but of a different color. Behind each sub-tab shall be the following sections, in the given order, divided by a double weight colored sheet labeled with the title of the section.

- A. Source Information: List each product, identified by product name. For each product, list name, address, and telephone number of installer or supplier and maintenance service agent, and cross-reference specification section number and title.
- B. Product Information: For all building products, applied materials and finishes, include the following as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- C. Maintenance Procedures: Include manufacturer's recommendations for cleaning agents and methods. Include the following:
  - 1. Inspection Procedures
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair Instructions.
- D. As-Built Data: Include a copy of the as-built material or finish schedule.

## 2.05 EQUIPMENT AND SYSTEM INFORMATION

In each binder, there shall be a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color. Behind each equipment name tab shall be the following sections, in the given order, divided by a double weight colored sheet labeled with the title of the section.

- A. Contractor. The first page behind the equipment tab shall contain the name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
- B. System Flow Diagrams. Provide as-installed flow diagrams indicating system operation during normal operations (liquid, air, gas, or electricity). Integrate all system components into the diagram. Note that a compilation of non-integrated flow diagrams for the individual system components is not acceptable.
- C. Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
  1. Installation, startup and break-in instructions
  2. All starting, normal shutdown, emergency shutdown, manual operation, seasonal changeover and normal operating procedures and data, including any special limitations.
  3. Start-up and Shutdown Procedures: Provide step-by-step instructions to bring systems from static to operational configurations and from operating to shutdown status. Installing contractor or vendor/manufacturer shall author this specifically for this project.
  4. Normal Operating Instructions: Provide a discussion of the normal operation and control of the system. Address operating norms (i.e. temperatures, pressures, and flow rates) expected at each zone or phase of the system. Supplement the discussion with control and wiring diagrams and data. Installing contractor or vendor/manufacturer shall author this specifically for this project.
  5. Emergency Operating Instructions: Provide emergency operating procedures in the event of equipment malfunctions.
  6. O&M and installation instructions that were shipped with the unit.
  7. Preventative maintenance and service procedures and schedules. Where instructions for maintenance are not included in the manufacturer's literature, provide supplemental data to enable proper maintenance of the equipment installed. Include specific lubrication methods and recommended frequencies along with procedures and precautions for inspection and routine service.
  8. Troubleshooting procedures. Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing and checking instructions.

9. A parts list, edited to omit reference to items which do not apply to this installation.
  10. A list of any special tools required to service or maintain the equipment.
  11. Performance data, ratings and curves.
  12. Any service contracts issued.
- D. Panel Board Circuit Directories: Provide electrical panel board circuit directories for each electrical panel included in the work.
- E. Valve Charts: Provide charts of valve tag numbers with location and function of each valve clearly keyed to the respective system flow diagram.

2.06. ATTIC STOCK

- A. Contractor shall provide all attic stock, keys, special tools, and extra materials to Owner as required by the contract documents.
- B. Ensure that keys, special tools, replacement parts and attic stock items are delivered to Owner. Such equipment shall be inventoried and Owner will sign a receipt for the equipment upon delivery to Owner.
- C. Quantities of attic stock shall also apply to accepted substitutions for specified materials as well as to quantities of similar or specified materials affected by Change Order.
- D. Label all items with manufacturer's name and model number.

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION 01 78 23**

**SECTION 01 78 39  
PROJECT RECORD DOCUMENTS**

**PART 1 – GENERAL**

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:

<b>DOCUMENT</b>	<b>PROVIDED BY</b>	<b>DUE</b>
As-Built Drawings, Specifications and Shop Drawings	Contractor	Substantial Completion
Record Drawings	Architect / Engineer	30 days following Substantial Completion
As-Built Models	Contractor	Substantial Completion
Record Models	Architect / Engineer	30 days following Substantial Completion
Record Survey Data	Contractor	Substantial Completion
Record Specifications	Architect / Engineer	30 days following Substantial Completion
Record Product Data	Contractor	Substantial Completion
Record Test Certificates	Contractor	Substantial Completion
Permit and Inspection Records	Contractor	Final Completion
Record Storm Water Documents	Architect / Engineer	30 days following Substantial Completion
Miscellaneous Record Submittals	Contractor	As indicated in Contract Documents or no later than Substantial Completion

- B. Related Requirements:

1. Section 01 32 33 "Photographic Documentation for project photographic and video documentation requirements.
2. Section 01 73 00 "Execution" for final property survey and utility as-builts.
3. Section 01 77 00 "Closeout Procedures" for general closeout procedures.

4. Section 01 78 23 “Operation and Maintenance Data” for operation and maintenance manual requirements.

### **1.03 QUALITY CONTROL REQUIREMENTS**

- A. Print legibly and clearly relevant construction changes/data on current print of Contract Drawings and Shop Drawings to a high standard of quality to create “As-Built Documents.” Accurately record information in an understandable drawing technique. Require individual or entity who obtained record data to prepare the marked-up record prints.
- B. Contractor shall maintain at its project site office a full set of all As-Built Documents showing as-built design clarifications and construction progress. Post changes and revisions to documents as they occur; do not wait until end of Project. Owner will review monthly As-Built Drawings and Specifications. In the event record documents are not maintained, Owner may withhold monthly payment.
- C. Record additional construction information on As-Built Documents.
- D. All Project record document submittals shall be reviewed and approved by Architect prior to submittal to Owner.

### **1.04 SUBMITTALS**

- A. Deliver As-Built and design-build Record Documents to Owner in accordance with the schedule in Paragraph 1.02(A) of this Section. Accompany submittal with transmittal letter containing date, project title and number, Contractor’s name and address, title and number of each record document, certification that each document as submitted is complete and accurate, and signature of Contractor, or its authorized representative.
- B. Unless otherwise required, provide one (1) hard copy set and one (1) digital set in AutoCAD or Revit with Linked AutoCAD (or other native file format) and PDF on CD of all documents required by this Section, unless noted otherwise.
- C. Organize hard copies into sets. Bind and label sets for Owner’s continued use. Bind each set with durable-paper cover sheets. Include appropriate identification, including titles, dates, and other information on the cover sheets.
- D. Organize AutoCAD or Revit with Linked AutoCAD information into separate electronic files that correspond to each sheet of the Contract Drawings or Shop Drawings. Name each file with the sheet identification. Include identification in each AutoCAD or Revit with Linked AutoCAD file.

## **PART 2 – PRODUCTS**

### **2.01 AS-BUILT AND RECORD DRAWINGS**

- A. As-Built Drawings and design-build Record Drawings (if any): Maintain one clean, undamaged set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  1. Preparation: Mark As-Built Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is installer, subcontractor, or

similar entity, to prepare the mark-up records that shall be considered “**As-Built Drawings**”.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Scanning of the red-lined hard copy originals is permitted.
2. Content: Mark record prints to show actual installation where installation varies from that shown originally. Types of items requiring marking include, but are not limited to, the following:
- a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor. Indicate foundation elevations relative to first floor elevation.
  - d. Horizontal locations and vertical depths of underground utilities and appurtenances, including both site utilities and those under buildings and structures, referenced to permanent surface improvements.
  - e. Horizontal and vertical locations of internal utilities and appurtenances, concealed in construction, referenced to visible, accessible, permanent features of the buildings or structures.
  - f. Revisions to routing of piping and conduits.
  - g. Revisions to electrical circuitry.
  - h. Actual equipment locations.
  - i. Duct size and routing.
  - j. Changes made by Change Order or Construction Work Directive, Architect’s Supplemental Instructions or Bulletins.
  - k. Changes made following Architect’s written orders and pertinent graphic and written responses to requests for information (RFI).
  - l. Details not on the original Contract Drawings or Shop Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.



5. Mark important additional information that was either shown schematically or omitted from original Drawings. Mark new information that is important to Owner but was not shown on Contract Drawings or Shop Drawings.
6. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Do not permanently conceal any Work until required information has been recorded.
7. Note Construction Work Directive numbers, alternate numbers, Change Order numbers, request for information (RFI) numbers, and similar identification, where applicable.
8. Identify and date each drawing; include the printed designation "AS-BUILT DRAWINGS" in 2 inch high letters in a prominent location on each drawing.
9. Provide identification as follows:
  - a. Project name.
  - b. Date.
  - c. Designation "AS-BUILT DRAWINGS."
  - d. Name of Architect.
  - e. Name of Contractor.

2.02 AS-BUILT AND RECORD DRAWINGS (CAD DELIVERABLES) FOR PROJECTS NOT REQUIRED TO USE REVIT LINKED MODELS

- A. Contractor shall provide (1) hard copy set and one (1) digital set on CD of Subcontractor's As-Built Drawings to Architect/Engineer for development of Record Drawings, organized and bound into sets as indicated in Paragraph 1.04.C. Scanning of the red-lined hard copy originals is permitted.
- B. Contractor shall also provide (1) hard copy set and one (1) digital set on CD of Subcontractor's As-Built Drawings to Owner for record.
- C. Architect and design team will update the electronic contract drawing files with the information contained in the original hard copy red-lined as-built sets. These files will be considered "**Record Drawings**". For any design-build elements, Contractor shall update the AutoCAD files; scanning of the marked-up hard-copy originals is not permitted.
- D. For design-build subcontractors, Architect will review as-built documents and, once approved, attach them to their Record Drawings.
- E. All parties creating and submitting AutoCAD files should restrict themselves to the guidelines outlined in the USC CAD and Layering Standards referenced in Section 01 33 00, "Submittal Procedures."

2.03. AS-BUILT AND RECORD MODELS FOR PROJECTS REQUIRED TO USE REVIT LINKED MODELS

- A. For projects being designed and constructed utilizing Revit models with linked AutoCAD drawings ("**Revit Linked Models**"), provide As-Built information to

Owner in accordance with the University Record Revit Model Requirements included in the Exhibits to the Agreement.

- B. Contractor shall submit Subcontractor's as-built native format models to Owner. These are considered "As-Built Models." System run categories shall include: cable trays, conduit, ducts, pipes, wires, and associated fittings, insulation, linings, hangars, and placeholders.
- C. Architect, Mechanical Engineer, Electrical Engineer and their consultants will update the Contract Document Revit models with the information contained in the Subcontractor's As-Built Models. These Revit files will be considered "Record Models". All Record Models except for Architecture shall include the following equipment categories: air terminals, communication devices, data devices, duct accessories, electrical circuits, equipment and fixtures, fire alarm devices, lighting devices and fixtures, mechanical equipment, nurse call devices, pipe accessories, plumbing fixtures, security devices, sprinklers, switch systems, and telephone devices. The Architecture Record Model shall include the following equipment categories: casework, curtain systems, doors, electrical equipment and fixtures, furniture, furniture systems, lighting fixtures, mechanical equipment, plumbing fixtures, specialty equipment, and windows.
- D. For design-build Subcontractors, Architect will review As-Built Models and once approved, consider them a federated model supplement to be linked to their Record Models.
- E. The Revit Record Models are to have completed USC Shared Parameters data as a supplement to the requirements of the Operations and Maintenance Manuals required by the Contract. The required USC Shared Parameters are Revit parameters whose values are to be input through Revit template spreadsheets synchronized to the **Revit Linked Models**. Refer to the latest version of the University Record Revit Model Requirements for information regarding the **Revit Linked Models** and the USC Shared Parameters.

#### 2.04. RECORD SURVEY DATA

- A. Contractor shall submit record survey data to Owner. The approved land surveyor performing Work shall record vertical and horizontal record survey locations per the requirements of Section 01 73 00 "Execution Requirements" and shall submit the following:
  - 1. Utility As-Built.
  - 2. Certified Survey.
  - 3. Final Property Survey.
- B. Maintain a separate set of Record Survey Data. This set shall be separate from other As-Built and Record Drawings.
- C. Contractor shall provide one (1) set of hard copy Record Survey Data to Owner and one (1) digital set on CD in the latest version of AutoCAD, or other digital data software in which the original drawings were created, organized and bound into sets as indicated in Paragraph 1.04.C. Scanning of the marked up hard copy originals is not permitted.

## 2.05. RECORD SPECIFICATIONS

- A. Contractor shall mark specifications to indicate actual product installation where installation varies from that indicated in the Contract Documents or Shop Drawings. Contractor will include notations in the table of contents to allow easy identification of sections that have been amended. Architect will update its electronic file from information contained in Contractor's red-lined original hard copy as-built set.
- B. Give particular attention to information on concealed products and installations that would be difficult to identify and record later.
- C. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
- D. Record the name of the manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
- E. Note Construction Work Directive numbers, alternate numbers, Change Order numbers, request for information (RFI) numbers, and similar identification, where applicable.
- F. Use pen and black ink so marks will reproduce clearly.
- G. Scanning of the marked up hard copy originals is acceptable.

## 2.06 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
- B. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- C. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- D. Note related Change Orders, Contract Drawings where applicable.
- E. Use pen and black ink so marks will reproduce clearly.
- F. Scanning of the marked up hard copy originals is acceptable.
- G. Submit one (1) electronic copy of all product submittals in PDF format to Owner on CD, DVD, or other storage device. Hard copies are not required.

## 2.07 RECORD TEST CERTIFICATES

- A. Contractor shall bind, in a separate binder, record test certificates and identify each, ready for continued use and reference. Digital set shall be an annotated PDF electronic file. Scanning of the hard copy originals is acceptable.
- B. Assemble test certificates required for record keeping and submittal in connection with actual performance of the Work.
- C. Categories of requirements resulting in test certification records include, but are not limited to the following:
  - 1. Equipment start-up reports.
  - 2. Air and Hydronic Test and Balance reports.

3. Pipe Pressure test reports.
4. Pipe Cleaning reports.
5. Duct Pressure test reports.
6. Back Flow Prevention device certifications.
7. Domestic Water Chlorination reports.
8. Electrical Acceptance test reports.

#### 2.08 PERMIT AND INSPECTION RECORDS

- A. Contractor shall bind, in a separate binder, permit and inspection records and identify each, ready for continued use and reference. Digital set shall be an annotated PDF electronic file. Scanning of the hard copy originals is acceptable.
- B. Prints or other documents used to obtain permits from authorities having jurisdiction. Submit all prints and documents bearing official approval stamp of authorities having jurisdiction.
- C. Originals of all permits issued for the Work by authorities having jurisdiction.
- D. Originals of inspection cards completed by authorities having jurisdiction.
- E. Equipment operating permits.

#### 2.09 RECORD STORM WATER DOCUMENTS

- A. Architect shall provide one (1) set of hard copy Record Storm Water Documents and one (1) digital set submitted through PMIS as a PDF electronic file.
  1. Approved Low Impact Development (LID) plan.
  2. Recorded O & M covenant.
  3. Engineer of Record stamped Storm Water Observation Form.

#### 2.10 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required elsewhere in the Contract Documents for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
  1. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
    - a. Field records on excavations and foundations.
    - b. Field records on underground construction and similar Work.
    - c. Authorized measurements utilizing unit prices or allowances.
    - d. Records of plant treatment.
    - e. Ambient and substrate condition tests.
    - f. Certifications received in lieu of labels on bulk products.

- g. Batch mixing and bulk delivery records.
- h. Testing and qualification of tradesmen.
- i. Documented qualification of installation firms.
- j. Load and performance testing.
- k. Leakage and water-penetration tests.
- l. Fire-resistance and flame-spread test results.
- m. Final inspection and correction procedures.
- n. Field test reports.

**PART 3 - EXECUTION**

3.01 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for record document purposes. Post changes and modifications to As-Built Documents as they occur, but within 24 hours maximum; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use record documents for construction purposes. Maintain record documents in good order legible condition, and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to record documents for Owner’s and Architect’s reference during normal working hours.
  - 1. Maintain one (1) set of all record documents at the Project site for the entire duration of construction.
  - 2. Clearly label each document or item "AS-BUILT DRAWING," "PROJECT RECORD SAMPLE," "AS-BUILT SPECIFICATIONS," or similar as appropriate and applicable.
- C. Do not conceal Work requiring verification for record documents until such information has been verified and recorded.
- D. Certification: Within the title block or immediately adjacent, on each drawing sheet of both the original mark-up record drawings and the front covers of record specifications, include the following statement signed by Contractor:

"I certify to the best of my knowledge, information and belief that the information recorded on this drawing/specification is a complete and accurate record of the final Work of this Contract."

<i>Name (printed)</i>	<i>Title</i>
<i>Signature</i>	<i>Date</i>

**END OF SECTION 01 78 39**

## **SECTION 01 79 00 DEMONSTRATION AND TRAINING**

### **PART 1 – GENERAL**

#### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.02 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner’s personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
  - 1. Section 01 78 23 “Operation and Maintenance Data” for coordinating content and scheduling of training modules with content and completion of operations and maintenance manuals.
  - 2. Individual Specification Sections for specific operation and maintenance manual requirements for products in those Sections.

#### 1.03 SCHEDULING

- A. Schedule training with Owner with at least 14 days advance notice prior to date of demonstration and training session.
- B. Provide a complete training schedule to Owner at the time of scheduling. Training schedule shall include all topics in the Instruction Program, dates, times, and locations.
- C. Training must be completed prior to requesting inspection for Substantial Completion.
- D. Time Period of Training: As specified in the various specification sections, or longer as required to fully instruct Owner’s designated operation and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems.

#### 1.04 SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors’ names for each training module. Include learning objective and agendas for each training module per Section 2.01.
  - 1. Copies of the approved emergency, operations, and maintenance manuals shall be provided during the training sessions for reference.

2. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect and Owner.
- B. Qualification Data: For firms and persons specified in paragraph 1.05 of this Section, to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified.
- C. Training Manual: At completion of training, submit one complete Training Manual for Owner's use including:
1. Copy of final Instruction Program, agendas and schedule.
  2. Attendance Records: For each training module, submit list of participants, and the sign-in sheet
  3. Copies of all training materials provided at each training session.
- D. Videotape Recording: Engage a qualified commercial photographer to videotape the demonstration and training sessions. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids.
1. Video Format and quality shall be high quality color videotaped modules in DVD format. Video quality shall be such that instruction is clear, audible, and all equipment components are clearly shown. Capture audience questions and responses.
  2. Organize DVDs according to the training module topics. Edit unnecessary camera movements/dead time.
  3. Label each DVD with the name of the Project, name and address of photographer, name of Architect, name of Contractor, date of DVD, and description of the training module.
  4. Provide (2) two copies of each DVD to at the end of each training module. All training DVD's to be submitted prior to substantial completion.

#### 1.05 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: Provide the services of competent Contractor's or manufacturers' engineers and qualified maintenance personnel to properly train designated persons.
- C. Photographer Qualifications: A professional commercial photographer who is experienced videotaping demonstration and training sessions.
- D. Pre-Instruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training including, but not limited to, the following:
- 1 Inspect and discuss locations and other facilities required for instruction.

- 2 Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
- 3 Review required content of instruction.
- 4 For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.06 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals.

## **PART 2 - PRODUCTS**

#### 2.01 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program coordinated with the content of the operations and maintenance manuals submitted under Section 01 78 23 "Operation and Maintenance Data" that includes individual training modules for each system and equipment not part of a system and any special requirements specified in the individual specification sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
  1. Basis of System Design, Operational Requirements and Criteria.
  2. Identification of equipment and components. Identify location, access, and safety hazards.
  3. Review of system documentation including emergency, operations, and maintenance manuals, record documents, test reports, and warranties.
  4. Emergency Operation.
  5. Normal Operation.
  6. Adjustments.
  7. Troubleshooting.
  8. Maintenance.
  9. Repairs and spare parts.
- C. Copies of the approved emergency, operations, and maintenance manuals shall be provided during the training sessions for reference.



## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module.
- B. Set up instructional equipment at instruction location.

### **3.02 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system per the Instruction Program.
  - 1. Owner will furnish Contractor with names and positions of participants.
  - 2. Provide a copy of the instruction program, session agenda, and any training materials to the participants at the beginning of the session.
  - 3. The instructor should begin the session by introducing themselves and the company they represent.
  - 4. At each piece of equipment demonstrated, the instructor should explain their location and/or vantage point and the equipment designation, for the purposes of capturing the information on the training video.
  - 5. All sessions should allow for questions by the participants.
- C. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

**END OF SECTION 01 79 00**

EXHIBIT 4  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
CERTIFICATE REGARDING DEBARMENT

The following Certificate will be required for any Service Order valued over \$30,000 when the project is government funded.



Division of Financial and Business Services  
Purchasing Services



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(Page 1)**

This certification needs to be completed by all USC Suppliers who are fulfilling a single procurement in excess of \$30K. Please complete, sign, and submit form to USC Purchasing Services (address at bottom):

- 1.) The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (a) The Offeror and/or any of its Principals:
    - (i)  Are  Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (ii)  Have  Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (iii)  Are  Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision i (A) and (B) of this provision; and
    - (iv)  Have  Have not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - 2.) "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar position). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, title 18, United States Code;
  - 3.) The Offeror shall provide immediate written notice to Purchasing Services if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
  - 4.) A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by USC Purchasing Services may render the Offeror non-responsive;
  - 5.) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and

University of Southern California, Business Services, Purchasing Services, UGB 210, Los Angeles, CA 90089-8015  
Tel: (213) 740-2281 Fax: (213) 740-9797 <http://usc.edu/purchasing>

Form ps-crdsd (Rev. 05-2007)



**Division of Financial and Business Services**  
**Purchasing Services**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**  
**(Page 2)**



- 6.) The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, USC Purchasing Services may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Project Name

**For Office Use Only: P.O. Number** \_\_\_\_\_

University of Southern California, Business Services, Purchasing Services, UGB 210, Los Angeles, CA 90089-8015  
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Form ps-crdsdpd (Rev. 05-2007)

**EXHIBIT 5**  
**MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT**  
**CERTIFICATE REGARDING LOBBYING**

The following Certificate will be required for any Service Order valued over \$100,000 when the project is government funded.



Division of Financial and Business Services  
**Purchasing Services**



**CERTIFICATION OF COMPLIANCE TO FEDERAL ACQUISITION REGULATIONS:  
 LOBBYING AND ANTI-KICKBACK**

This certification needs to be completed by all USC Suppliers who are fulfilling a contract in excess of \$100K. Please complete, sign, and submit form to USC Purchasing Services (address at bottom):

**A. CERTIFICATION REGARDING LOBBYING.** The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1.) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2.) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3.) The offeror shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients of subcontracts in excess of \$100,000 shall certify and disclose accordingly.
- 4.) The offeror understands that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**B. CERTIFICATION REGARDING ANTI KICKBACK.** The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1.) The Offeror is aware that this procurement is subject to the terms of the Anti Kickback Act of 1986 (41 United States Congress 51-58). The Act was passed to deter subcontractors from making payments and contractors from accepting payments for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or subcontract relating to a prime contract;
- 2.) The Offeror is aware that the Act imposes criminal penalties on any person who knowingly and willfully engages in the prohibited conduct and provides for the recovery of civil penalties by the United States from any person who knowingly engages in such prohibited conduct and from any person whose employee and/or subcontractor employee provides, accepts or charges a kickback.

Authorized Supplier Representative

Name (typed)	Signature
Title	Date
Name of Company	Project Name

<b>For Office Use Only:</b> P.O. Number _____
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EXHIBIT 6  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
UNIVERSITY POLICIES

Architect shall understand and comply with all applicable University Policies. To assist Architect in accessing the official versions of applicable University Policies, Architect should use the following link which will open the USC policy website: <http://policies.usc.edu/>

University Policies are established to create a safe and productive work environment and to ensure compliance with regulatory requirements. Architect's ongoing responsibility is to familiarize itself with and adhere to applicable University Policies. Because University Policies are modified from time to time, Architect must check the "What's New" link at the USC policy website on a regular basis. Each policy includes contact information for specific policy-related questions.

A list of key University Policies related to construction and procurement are listed below. Architect should use the specific links in this Exhibit 11 to access specific policies.

1. University Policy on Retaining Disadvantaged Business Enterprises:
  - a) Supplier Diversity Services:  
<http://businessservices.usc.edu/for-suppliers/supplier-diversity/>
  
2. University Policy on Non-Discrimination:
  - a) Equal Opportunity, Affirmative Action and Non-Discrimination:  
<https://policy.usc.edu/equal-opportunities/>
  
4. University Policy on Sexual Harassment:
  - a) Discrimination, Harassment, Sexual Harassment and Sexual Assault:  
<http://policy.usc.edu/discrimination/>
  
5. University Policy on Board Conflicted Contractors and Subcontractors:
  - a) Conflict of Interest in Professional and Business Practices:  
<http://policy.usc.edu/conflict-of-interest/>
  
  - b) Ethics Policy:  
<http://policy.usc.edu/ethics/>
  
  - c) Requirements. Architect will not employ any unlicensed design professionals, subconsultants, subcontractors, sub-contractors or unqualified persons to perform the Services, or any portion thereof, on any Project. Upon Owner's request, Architect will promptly replace any design professionals, subconsultants, subcontractor, sub-contractors or employee which Owner deems, in its sole discretion, to be unqualified, unfit or otherwise unacceptable to Owner. Architect shall include in all subcontracts for a Project the requirement that all design professionals, subconsultants, subcontractors and sub-contractors obtain all insurance required of them in the Agreement and the Service Order

pertaining to such Project, except that limits of liability and deductibles may be reduced by Architect as approved in advance in writing by Owner. Each design professionals, subconsultants, subcontractor or sub-contractor agreement, supply agreement or purchase order for any portion of the Work for a particular Project is hereby assigned by Architect to Owner provided that the assignment is effective only after termination of the Agreement or the Service Order pertaining to such applicable Project by Owner in writing and after Owner's written election to exercise the assignment.

d) Trustee Affiliates. If applicable, Architect will not employ, retain or use any design professionals, subconsultants, subcontractors, sub-contractors (or sub-subcontractors or sub-sub-contractors) as provided by Owner in the attached listed and as such list may be modified and updated from time to time by Owners upon written notice to Architect ("**Affiliated Company**"), without prior notification and approval from Owner. Architect shall, and Architect shall cause design professionals, subconsultants, subcontractors and sub-contractors to, provide advance written notice to Owner of any intent to employ an Affiliated Company or to permit an Affiliated Company to participate in a Project with reasonably sufficient advance notice to Owner in order for Owner to review and approve the design professionals, subconsultants, subcontractor or sub-contractor (or sub-Subcontractor or sub-sub-contractor) through its board of trustees' conflict of interest approval process. Any Affiliated Company employed as a design professionals, subconsultants, subcontractor (or sub-Subcontractor) must be selected based upon a blind bidding procedure with the Affiliated Company prevailing as the most competitive bid out of a minimum of three (3) submitted bids. Architect understands and agrees that the Affiliated Companies listed by Owner are affiliated with a member of Owner's board of trustees and that, under Owner's conflict of interest policy for members of its board of trustees, Owner must seek the prior approval of its board, which meets on a calendar quarterly basis, for the use of such Affiliated Company in connection with any Project.

6. University List of Trustee Affiliated Firms:  
See Exhibit 8 for the University List of Trustee Affiliated Firms
7. Certification Regarding Debarment:  
Debarment Form (Exhibit 4) For Service Orders \$30K or more when project is government funded.
8. Certification Regarding Lobbying:  
Lobbying and Anti-Kickback Certification (Exhibit 5) for Service Orders \$100K or more when project is government funded.
9. Political Activity:  
<http://policy.usc.edu/political-activity/>
10. Smoke Free:  
<http://policy.usc.edu/smoke-free/>

EXHIBIT 7  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
PMIS REQUIREMENTS

Architect shall comply with the same requirements for use of Owner's web-based Project Management Information System (PMIS) as indicated for the Contractor in the following document. This General Requirements Section will also be included in the Contractor's documents for each Project:

- a. SECTION 01 32 23 Project Management Information System (PMIS) dated 05.12.2016

**SECTION 01 32 23  
PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.02 DESCRIPTION**

- A. Owner uses a web-based Program Management Information System (“**PMIS**”) to facilitate program-wide project tracking, administration and management reporting. PMIS is a centralized database that maintains all Project information and manages Project communications amongst Project team members. This allows for project collaboration between Project team members during the course of the Project.
- B. e-Builder is the comprehensive PMIS for Project administration, document control, cost and change management. The e-Builder system includes process work-flows as well as a central database that maintains all Project information and manages Project communications among Project team members.
- C. e-Builder provides electronic routable communication forms that provide historical tracking and documentation of the time and date of submittal. Additionally, meetings will be scheduled and maintained centrally on e-Builder.

**1.03 ELECTRONIC DOCUMENT SUBMISSION**

- A. General
  - 1. In general, in addition to the formats and requirements specified below and elsewhere in the Contract Documents, all documents shall be submitted in Adobe PDF format using the PMIS.
  - 2. Documents, comments, drawings and other records posted to PMIS shall remain in PMIS for the Project record.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.01 WEB ACCESS**

- A. Access to PMIS will be provided through an internet website. Project management communications shall be provided within e-Builder in the form and manner required by Owner.



- B. All drawings, documents, data, materials and information uploaded to, and downloaded from, PMIS are deemed strictly confidential and the property of Owner.
- C. PMIS communications do not replace, change or modify any contractual responsibilities of the participants.

### 3.02 SOFTWARE LICENSES

- A. All licenses for e-Builder will be provided by Owner. The user license is the property of Owner and the use of such shall be in strict accordance with the terms and conditions of the user license for the duration of the Project.
- B. Access to PMIS will be by individuals who are licensed users. All licenses shall be controlled by Owner's PMIS Administrator. Individuals as agents of the company in which they are employed, shall be responsible for the proper use of their passwords and access to data.
- C. Should additional licenses be required, Contractor shall submit a written request to Owner. It is the responsibility of Contractor to notify Owner in writing when a user license is no longer required.
- D. The sharing of user licenses is prohibited. User registration, computer equipment, and internet connections are the responsibility of Contractor.
- E. Nothing in this specification supersedes the Parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the Project specified herein.

### 3.02 TRAINING

- A. Contractor is responsible for arranging for its employees and Subcontractors to attend PMIS training, including notifying them that they are bound to hold all information in the strictest of confidence, including their individual user names and passwords.
- B. Group training in the use of PMIS shall be provided by Owner's PMIS Administrator. Users are required to attend scheduled training sessions as assigned. Requests for specific scheduled classes will be on a first come, first served basis and shall be based on available spaces.
- C. On-going telephone support as well as on-line help files are also available.

### 3.04 ORIGINALS AND RECORD KEEPING

- A. Documents received in electronic format are to be considered as if received in paper document form. Signed PDF documents shall be binding upon the Parties to the same degree as if they were wet signed originals. Owner reserves the right to and may copy any paper document into electronic form and make the same available on the PMIS website.
- B. Notwithstanding the above, certain paper documents require original wet signatures to be submitted to Owner and shall also be submitted in electronic form to PMIS. Currently, the paper documents which require original wet signatures to be submitted to Owner and with electronic copies to PMIS are as follows:

1. Contract
2. Change Orders and other Modifications and Amendments
3. Certified payroll documents, if required
4. All Conditional and Unconditional Waiver and Release Forms

Owner may issue contract, Change Orders, Modifications and Amendments for electronic signature through its electronic signature system in lieu of requiring wet signatures.

- C. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract, all closeout documents including but not limited to Record Drawings, catalog cuts, and Owner's Operation and Maintenance manuals shall be submitted in original digital format (CAD, Microsoft Word, Microsoft Excel, Revit, etc). Additionally, all documents (including As-built drawings) shall be converted or scanned into Adobe Acrobat (.PDF) file format and uploaded into PMIS.

**END OF SECTION 01 32 23**

EXHIBIT 8  
MASTER SERVICE ORDER AGREEMENT BETWEEN OWNER AND ARCHITECT  
UNIVERSITY LIST OF TRUSTEE AFFILIATED CONTRACTORS

Below is a current listing of firms (“**Named Firms**”) who have affiliations with certain members of the University of Southern California’s Board of Trustees:

- ACME Steel
- American Commercial Equities, LLC
- American Commercial Equities Two, LLC
- American Commercial Equities Three, LLC
- Anderson Companies
- AON Risk Solutions
- AON Risk Services
- Arnel Development
- Becho, Inc.
- Black Construction
- Caruso Affiliated
- Casden Property Management
- Cherry Hill Construction, Inc.
- Chung Shing Development Co., Ltd.
- Cosgrove Global Limited
- ConAm Management
- Desert Mechanical
- Desert Plumbing & Heating Company, Inc.
- Ferdin LLC
- Fisk Electric Company
- Five Star Electric
- Frontier-Kemper Constructors
- Fubon Construction Co., Ltd.
- Fubon Realtors Co., Ltd.
- GFM, LLC (The Grove, LLC)
- Hang Lung Group Limited
- Hang Lung Properties Limited
- HCP, Inc.
- HG American Commercial Properties One, LLC
- HG American Commercial Properties Two, LLC
- James A. Cummings, Inc.
- Jamison Realty, Inc.

- KDG Construction Consulting
- Keating Building Corporation
- Lunda Construction Company
- Majestic Realty Company
- Nagelbush Mechanical
- Perini Building Company, Inc.
- Perini Management Services, Inc.
- PowerCo Electric Corporation
- Primerose Development Group, Limited
- Prologis, Inc. (formerly, AMB Property Corporation)
- Quinn Group, Inc.
- Quinn Power Systems
- Rudolph and Sletten, Inc.
- Superior Gunitite Company
- Tata Steel Limited
- TCCI Investment & Development Co., Ltd.
- The Casden Company and Affiliates and Subsidiaries
- The Brickstone Companies
- The Herrick Corporation
- The Tata Power Company, Limited
- Tutor Perini Corporation
- Tutor Perini Corporation of New York
- Tutor-Saliba Corporation
- WDF