



Marysville Joint USD Purchasing Department  
Abstract of Quote  
Quote #16-1001 Paper Supplies  
Open Date: March 12, 2015

All bids submitted are reflected on this quote abstract MJUSD will notify successful bidders upon award of contract.										Quote Expires: 7/31/2015				Unisource (Ventiv)				JC Paper				Southwest School & Office Supply				School Specialty				123 Office Solutions Inc.				Contract Paper Group, Inc.			
										7/31/2015				7/31/2015				Dec 2015				please review				6/12/2015				June 2015				9/12/2015			
										Net 45				Net 30				1% @ 45				Net 30				N/A				N/A				Net 30			
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL						
COMMODITY GROUP I																																					
CUT STOCK																																					
A	Unload	fee	Opt. fee for driver assistance Grp I Only																																		
White Pallet Dimensions																																					
Color Pallet Dimensions																																					
BOND PAPER, HIGH SPEED																																					
8-1/2 X 11 - WHITE																																					
1	33,600	rm	02-0325 White	2.41	80,976.00	2.43	81,648.00	2.49	83,864.00	2.50	84,000.00	3.116	104,897.60	3.81	127,968.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00	3.97	133,440.00						
BOND PAPER, HIGH SPEED																																					
8-1/2 X 11 - COLORS																																					
2	-	rm	02-0330 Ivory	3.51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
3	-	rm	02-0335 Pumpkin Glow	4.90	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
4	400	rm	02-0340 Blue	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
5	400	rm	02-0345 Salmon	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
6	400	rm	02-0350 Garden Spring Green	4.90	1,960.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
7	400	rm	02-0355 Canary	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
8	400	rm	02-0360 Orchid	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
9	-	rm	02-0365 Cherry	3.51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
10	400	rm	02-0370 Goldenrod	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
11	400	rm	02-0375 Green	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
12	400	rm	02-0380 Pink	3.51	1,404.00	3.44	1,376.00	3.89	1,556.00	3.57	1,428.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00	3.97	1,588.00	3.81	1,524.00						
13	-	rm	02-0385 Lilac	3.51	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						
BOND PAPER, HIGH SPEED																																					
8-1/2 X 14																																					
14	-	rm	02-0310 White	37.70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-						

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**Marysville Joint USD Purchasing Department**  
**Abstract of Quote**  
**Quote #16-1001 Paper Supplies**  
**Open Date: March 12, 2015**

All bids submitted are reflected on this quote abstract. MJUSD will notify successful bidders upon award of contract.				Quote Expires:		Southwest School & Office Supply		School Specialty		Standard Stationery Supply Co.		Pyramid School Products	
				Terms:		Net 30		N/A		Net 30		Net 30	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
<b>COMMODITY GROUP II</b>													
<b>RULED PAPER</b>													
1	-	rm	02-0455 9 x 6", 3/8" ruling	-	-	-	-	-	-	-	-	-	-
2	80	rm	02-0460 8-1/2 x 11", 3/8" ruling	1.89	151.20	1.89	151.20	2.05	164.00	2.04	163.20	2.04	163.20
3	10	rm	02-0463 11x8-1/2" ruled 1-1/2" header	2.485	24.85	2.49	24.90	-	-	2.57	25.70	2.57	25.70
4	10	rm	02-0465 14 x 8-1/2", 1/4" solid/slotted	27.56	275.60	-	-	-	-	28.13	281.30	28.13	281.30
5	-	rm	02-0470 14 x 8-1/2", picture heading	-	-	-	-	-	-	-	-	-	-
6	-	rm	02-0475 14 x 8-1/2", 7/8"	-	-	-	-	-	-	-	-	-	-
7	-	rm	02-0480 10 x 10" quadrule ruled 1" sqs.	-	-	-	-	-	-	-	-	-	-
8	-	rm	02-0485 Ruled news, 18"x12", 7" heading	-	-	4.42	-	-	-	-	-	-	-
9	1,200	rm	02-0490 8-1/2 x 11", 3/8 (filler)	2.45	2,940.00	2.46	2,952.00	2.52	3,024.00	2.51	3,012.00	2.51	3,012.00
<b>COMMODITY GROUP III</b>													
<b>TAG BOARD</b>													
<b>TAG BOARD PLAIN</b>													
1	-	pkg	02-0495 9 x 12", 125 lb	-	-	2.13	-	-	-	-	-	-	-
2	-	sheet	02-0500 22-1/2" x 28-1/2", 150 lb	-	-	-	-	-	-	-	-	-	-
<b>COMMODITY GROUP IV</b>													
<b>MISC. DRAWING/GRAPH</b>													
<b>DRAWING PAPER</b>													
1	60	rm	02-0240 9 x 12", 80lb, white	6.47	388.20	7.33	439.80	6.74	404.40	6.64	398.40	6.64	398.40
2	40	rm	02-0245 9 x 12", 60lb, manila	4.96	198.40	5.46	218.40	5.17	206.80	5.09	203.60	5.09	203.60
3	60	rm	02-0250 12 x 18", 80lb, white	12.94	776.40	14.53	871.80	13.54	812.40	13.28	796.80	13.28	796.80



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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
GRAPH PAPER				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
4	100	rm	02-0300 8-1/2 x 11", ruled 1/4" squares	2.49	249.00	APC		School Smart		School Smart		-		-		2.50	
4a	100	rm	02-0300 8-1/2 x 11", ruled 1/4" squares, 3-hole punched	2.60	260.00	APC		School Smart		School Smart		-		-		3.05	
5	100	rm	02-0305 8-1/2 x 11", ruled 1/2" squares	2.88	288.00	APC		School Smart		School Smart		-		-		3.14	
COMMODITY GROUP V				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
MISC. ART				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
KRAFT PAPER				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
PROJECT ROLL, 50LB				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
1	5	roll	02-0045 Dark Blue	36.80	184.00	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		37.86	
2	-	roll	02-0050 Light Blue	44.45	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
3	5	roll	02-0055 Emerald Green	35.44	177.20	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		35.68	
4	-	roll	02-0060 Orange	45.07	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
5	-	roll	02-0065 Flame Red	47.22	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
6	-	roll	02-0070 Canary Yellow	45.07	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
7	10	roll	02-0073 White	35.84	358.40	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		36.87	
8	5	roll	02-0074 Brown	36.37	181.85	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		37.42	
9	-	roll	02-0035 Bright Green	50.16	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
10	-	roll	02-0040 Light Green	45.69	-	APC		Spectra Art Kraft		Spectra Art Kraft		-		-		-	
CONSTRUCTION PAPER 12 X 18"				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
See Below				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
11	100	pkg	02-0075 Dark Brown	2.17	217.00	Tru-Ray		Tru-Ray		Tru-Ray		-		-		2.28	
12	450	pkg	02-0080 Black	1.89	850.50	Peacock		Peacock		Peacock		-		-		1.91	
13	100	pkg	02-0085 Slate Gray	2.18	218.00	Tru-Ray		Tru-Ray		Tru-Ray		-		-		2.18	
14	250	pkg	02-0090 Sky Blue	2.036	509.00	Peacock		Peacock		Peacock		-		-		2.06	
15	100	pkg	02-0100 Light Green	2.253	225.30	Peacock		Peacock		Peacock		-		-		2.28	

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				please review		please review		6/12/2015		3/12/2016		9/12/2015					
				Net 30		N/A		Net 30		Net 30		Net 30		Net 30		Net 30	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
16	150	pkg	02-0105 Violet	2.125	318.75	2.27	340.50	2.10	315.00	2.19	328.50	2.15	322.50				
			Peacock														
17	200	pkg	02-0110 Hot Lime	2.37	474.00	2.52	504.00	2.35	470.00	2.43	486.00	2.38	476.00				
			Peacock														
18	150	pkg	02-0115 Brown	2.04	306.00	2.12	318.00	2.02	303.00	2.05	307.50	2.13	319.50				
			Truay														
19	200	pkg	02-0120 Light Brown	1.987	397.40	2.13	426.00	1.96	392.00	2.06	412.00	2.00	400.00				
			Peacock														
20	300	pkg	02-0125 Blue	2.254	676.20	2.40	720.00	2.23	669.00	2.32	696.00	2.27	681.00				
			Peacock														
21	250	pkg	02-0130 Yellow	2.126	531.50	2.27	567.50	2.10	525.00	2.19	547.50	2.14	535.00				
			Peacock														
22	100	pkg	02-0135 Light Yellow	2.11	211.00	2.20	220.00	2.09	209.00	2.12	212.00	2.12	212.00				
			Peacock														
23	250	pkg	02-0140 Orange	2.165	541.25	2.31	577.50	2.14	535.00	2.23	557.50	2.18	545.00				
			Peacock														
24	250	pkg	02-0145 Holiday Green	2.36	590.00	2.45	612.50	2.30	575.00	2.37	592.50	2.31	577.50				
			Truay														
25	700	pkg	02-0150 Bright White	1.89	1,323.00	1.97	1,379.00	1.87	1,309.00	1.90	1,330.00	1.86	1,302.00				
			Truay														
26	400	pkg	02-0155 Holiday Red	2.20	880.00	2.29	916.00	2.18	872.00	2.21	884.00	2.18	872.00				
			Truay														
27	100	pkg	02-0160 Salmon	2.41	241.00	2.36	236.00	2.38	238.00	2.43	243.00	2.43	243.00				
			Peacock														
28	100	pkg	02-0165 Hot Pink	2.215	221.50	2.35	235.00	2.19	219.00	2.27	227.00	2.23	223.00				
			Peacock														
29	150	pkg	02-0170 Pink	2.185	327.75	2.33	349.50	2.16	324.00	2.25	337.50	2.20	330.00				
			Peacock														
30	100	pkg	02-0175 Magenta	2.333	233.30	2.48	248.00	2.31	231.00	2.40	240.00	2.35	235.00				
			Peacock														
31	150	pkg	02-0180 Lilac	2.037	305.55	2.18	327.00	2.01	301.50	2.10	315.00	2.05	307.50				
			Peacock														
32	150	pkg	02-0185 Assorted	2.442	366.30	2.61	391.50	2.42	363.00	2.52	378.00	2.46	369.00				
			Peacock														
			FINGERPAINT PAPER														
			02-0290 16 x 22", sub 60	2.50	75.00	2.56	76.80	-	-	2.62	78.60	2.58	77.40				
33	30	pkg															

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ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
RAILROAD BOARD, 22 x 26"				Net 30		N/A		Net 30		Net 30		Net 30		Net 30	
34	-	sheet	02-0405 Black	-	-	6.24	-	-	-	-	-	-	-	-	-
35	-	sheet	02-0410 Royal Blue	-	-	6.24	-	-	-	-	-	-	-	-	-
36	-	sheet	02-0415 Holiday Green	-	-	6.24	-	-	-	-	-	-	-	-	-
37	-	sheet	02-0420 Buff	-	-	-	No Bid	-	-	-	-	-	-	-	-
38	-	sheet	02-0425 Light Green	-	-	6.24	-	-	-	-	-	-	-	-	-
39	-	sheet	02-0430 Lemon Yellow	-	-	6.24	-	-	-	-	-	-	-	-	-
40	-	sheet	02-0435 Magenta	-	-	6.24	-	-	-	-	-	-	-	-	-
41	-	sheet	02-0445 Red	-	-	6.24	-	-	-	-	-	-	-	-	-
42	1,500	sheet	02-0450 White	0.199	298.50	6.24	9,360.00	0.205	307.50	0.205	307.50	0.205	307.50	0.205	307.50
TISSUE PAPER 12x 18"				PACON		Spectra		PACON		PACON		PACON		PACON	
43	25	pkg	02-0510 Baby Pink	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
44	25	pkg	02-0535 National Red	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
45	25	pkg	02-0540 Canary Yellow	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
46	25	pkg	02-0545 Orange	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
47	25	pkg	02-0550 Azure Blue	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
48	25	pkg	02-0555 Apple Green	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
49	25	pkg	02-0560 Emerald Green	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
50	25	pkg	02-0565 Seal Brown	-	-	-	No Bid	-	-	-	No Bid	-	-	-	-
51	25	pkg	02-0570 Black	2.025	50.63	2.11	52.75	2.04	51.00	2.04	51.00	2.03	50.75	2.03	50.75
52	25	pkg	02-0575 White	1.63	40.75	2.11	52.75	1.64	41.00	1.64	41.00	1.64	41.00	1.64	41.00
53	100	pkg	02-0580 Assorted	1.877	187.70	1.93	193.00	1.89	189.00	1.89	189.00	1.88	188.00	1.88	188.00



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				Terms:				3/12/2016							
				Net 30				Net 30				Net 30			
				Southwest School & Office Supply				School Specialty				Standard Stationery Supply Co.			
				please review				6/12/2015				3/12/2016			
				N/A				N/A							
				UNIT PRICE				UNIT PRICE				UNIT PRICE			
				TOTAL				TOTAL				TOTAL			
				Pacon				Spectra				Pacon			
				1.77				-				-			
				35.40				No Bid				-			
				-				1.64				-			
				-				-				-			
				TISSUE PAPER 20 x 30"								Min Order \$3,000 full cases			
				02-0515 French Blue								1.78			
				02-0520 Orchid								-			
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**ARCHITECTURAL SERVICES RFQ – SCORING RESULTS BASED UPON SUBMITTALS AND RFQ CONTENT**

<b>Number:</b>	<b>Firm Name:</b>	<b>*Denotes Selected for an Interview:</b>
<b>1</b>	<b>Harrington Design</b>	*
<b>2</b>	<b>Kirk Brainerd</b>	*
<b>3</b>	<b>JK Architecture</b>	*
<b>4</b>	<b>NM&amp;R</b>	*
<b>5</b>	<b>Architecture for Education (A4E)</b>	*
<b>6</b>	<b>Lionakis</b>	*
<b>7</b>	<b>Hibser Yamauchi</b>	
<b>8</b>	<b>Stafford King Wiese</b>	
<b>9</b>	<b>LPA</b>	
<b>10</b>	<b>HMR</b>	
<b>11</b>	<b>KMM</b>	
<b>12</b>	<b>DLR Group</b>	
<b>13</b>	<b>ATI</b>	
<b>14</b>	<b>Synthesis</b>	
<b>15</b>	<b>WLC</b>	

**Note: The top 6 firms were selected for an interview**

**ARCHITECTURAL SERVICES RFQ – SCORING RESULTS BASED UPON INTERVIEWS AND REFERENCES**

<b>Number:</b>	<b>Firm Name:</b>	<b>*Denotes Selected for pursuing a Master Agreement:</b>
<b>1</b>	<b>Architecture for Education (A4E)</b>	*
<b>2</b>	<b>Kirk Brainerd</b>	*
<b>3</b>	<b>JK Architecture</b>	*
<b>4</b>	<b>Lionakis</b>	*
<b>5</b>	<b>Harrington Design</b>	
<b>6</b>	<b>NM&amp;R</b>	

**Note: The top 4 firms were selected for pursuing a Master Agreement**

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B STREET – MARYSVILLE, CA 95901

# ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

**JK ARCHITECTURE PARTNERSHIP, INC.**

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_ between MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and JK ARCHITECTURE PARTNERSHIP, INC., a California Corporation, hereinafter referred to as "ARCHITECT."

The DISTRICT and ARCHITECT agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (See Appendix A for a sample PA).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and DISTRICT support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the ARCHITECT to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the ARCHITECT for approval by the DISTRICT (each hereinafter referred to as the "PA"); the ARCHITECT is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the ARCHITECT is fully licensed to provide Architectural services in conformity with the laws of the State of California.

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

#### **ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK**

- A. The DISTRICT shall authorize the ARCHITECT to proceed on each Project with a written PA which:
  1. Provides a description of the type, size and scope of the Project;
  2. States the Project Budget, if determined at this time;
  3. Specifies the Basic Services and/or Additional Services required of the ARCHITECT, including Consultant use;
  4. States method and/or amount of compensation to be paid the ARCHITECT for its services;
  5. States the Project Schedule, if determined at this time; and
  6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the DISTRICT and the ARCHITECT, and approved by the DISTRICT Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The ARCHITECT will exercise his/her best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

**ARTICLE II      ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by ARCHITECTs in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

**ARTICLE III      SCOPE OF ARCHITECT'S BASIC SERVICES**

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the Project.
3. The ARCHITECT shall provide a written summary of the DISTRICT's Project, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the Project, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the Project for the DISTRICT's approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program - Facility Renovation/Modernization or New Construction Grant.

5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design Documents for DISTRICT review and approval.
6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and Project budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICT'S OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT'S EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use **Upon completion of the project ARCHITECT shall provide DISTRICT with a record set of drawings and specification all of which are provide in hard form and on a CD.**
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the Project, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the Project, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within 10% of the estimated budget.

16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.
17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.

25. The ARCHITECT shall have access to the work at all times.
26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.
27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the Project to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the

Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.

36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.
37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper Project closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's Project.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the Project, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State ARCHITECT and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the Project, and that the Construction Documents are proper for use in the construction of the Project.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other

materials required from the contractors and subcontractors.

47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. **Quality Assurance:** The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the ARCHITECT's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.
49. **Computer Graphics:** The ARCHITECT shall provide graphic representations and presentations of all major projects to the school DISTRICT. As determined by the DISTRICT, this may include 3-dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.
50. **CHPS:**  
  
If applicable, The ARCHITECT, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the DISTRICT, or its consultants, in all phases of the Project.

The ARCHITECT, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the DISTRICT of any potential CHPS Scorecard modifications. At construction completion, the ARCHITECT, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

#### **ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
  - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
  - B. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
  - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.

- D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.
  - E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
  - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
  - I. Providing services in connection with the work of consultants retained by the DISTRICT.
  - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
  - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
  - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Agreement. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by

DISTRICT.

**ARTICLE V      DISTRICT RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the Project shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.
2. The DISTRICT will prepare a current overall budget for the Project, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the Project.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
  - A. Environmental investigation, studies and reports required to meet CEQA requirements.
  - B. Legal advice and services required for the project, if authorized by the DISTRICT, and not related to legal advice and services for the benefit of the ARCHITECT

- and/or consultants.
- C. SWPPP services if not provided in the construction documents.
- D. CDE site approval including DTSC clearance(s).

#### ARTICLE VI COST OF CONSTRUCTION

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the Project.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the Project Documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any Project budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the Project.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
  - A. Give written approval of an increase of such fixed limit;
  - B. Authorize rebidding of the Project within a reasonable time;
  - C. If the Project is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
  - D. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the DISTRICT. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

## **ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the ARCHITECT and DISTRICT shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in excess of the Project budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.
3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

## **ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT's general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT's demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT

shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.

3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT's sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.
6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, the ARCHITECT shall also submit to the DISTRICT one (1) one electronically formatted copy of the submittal and another at the completion of the Project, with all revisions, updates and record data. The electronically formatted copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

#### ARTICLE IX TERMINATION

1. This Agreement may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This Agreement may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The Project shall not be considered suspended during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the Project for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this Agreement by giving not less than ten (10) days written notice to the DISTRICT. The Project shall not be considered abandoned during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.

4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

#### **ARTICLE X    COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
  1. Percentage of Construction Cost for New Construction and Additions:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
    - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
  2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
    - A. 35% fee or otherwise mutually agreed reduction for buildings only during

- Schematic Design Phase.
- B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
  - C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
  - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
  - E. All fees related to the site development work shall be full fee.
  - F. Design and engineering modifications due to program changes as required by the DISTRICT, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation: Compensation shall be based upon a percentage of construction cost as follows:
- A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
  - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the ARCHITECT's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the ARCHITECT, whereby the ARCHITECT shall inform the DISTRICT, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized. Additional services, such as those required by energy regulations shall be deemed additional services and indicated in the Project PA.
7. If the scope of the Project or the ARCHITECT's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- B. The DISTRICT further agrees to pay the ARCHITECT compensation for extra services as follows:

1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
  2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the ARCHITECT and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to ARCHITECT fees).
  3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
  4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
  5. Expense of special consultants not outlined in the PA, such as those required if certain energy regulations are applicable to the Project.
- C. Reimbursement at cost shall be paid to the ARCHITECT for:
1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
  2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
- D. Payments in event of the following circumstances shall be:
1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
  2. Delayed Completion of Liquidated Damages: The ARCHITECT's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.
- Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- E. Payment to the ARCHITECT will be as follows:
1.
    - A. Schematic Design Phase: Twenty Five Percent (25%)
    - B. Design Development Phase: Fifteen Percent (15%)
    - C. Construction Documents Phase: Twenty Five Percent (25%)
    - D. DSA Submittal: Five Percent (5%)
    - E. Bidding: Five Percent (5%)
    - F. Construction Phase: Twenty Percent (20%)
    - G. Completion of Construction and  
Project Acceptance by District Board: Five Percent (5%)
    - H. Total Compensation: One Hundred Percent (100%)
  2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
  3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.

4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

#### **ARTICLE XI REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses:
  - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the DISTRICT.
  - B. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
  - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the DISTRICT for payment. This includes, but is not limited to, consultants and engineers.

#### **ARTICLE XII ACCOUNTING RECORDS OF THE ARCHITECT**

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this Agreement. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period

of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

**ARTICLE XIII MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The DISTRICT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT

and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- A. Statutory workers' compensation and employers' liability.
- B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
  - a. owned, if any, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage;
  - d. products/completed operations; and
  - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and

for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the ARCHITECT's negligence.


- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
  - H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
  - I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
  - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
  - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.
  - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.

7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.
10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written consent of the other.
13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This Agreement entered into as of the day and year first written above.

DISTRICT:	ARCHITECT FIRM:
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	JK ARCHITECTURE PARTNERSHIP
<hr/>	<hr/>
(Signature)	 (Signature)
<hr/>	<hr/>
(Print Name)	CHRIS VICENCIO (Print Name)
<hr/>	<hr/>
(Title)	PARTNER (Title)
<hr/>	<hr/>
(Date)	4.13.2015 (Date)

## Appendix A

Sample Document

## PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:  
Date of Project Authorization:  
ARCHITECT's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement-Master Agreement", dated \_\_\_\_\_, 20\_\_ by and between the Marysville Joint Unified School District and **JK ARCHITECTURE PARTNERSHIP, INC.** (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize **JK ARCHITECTURE PARTNERSHIP, INC.** (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

## 1. PROJECT DESCRIPTION

1.1 Name: \_\_\_\_\_

1.2 Location(s): \_\_\_\_\_

## 2. SCOPE OF WORK / BUDGET / SCHEDULE

## 2.1 Work Statement:

2.2 Initial Construction Budget: Approximately \$\_\_\_\_\_

### 2.3 Preliminary Schedule Milestones: (if known)

**Preliminary Drawings:** (insert date) \_\_\_\_\_

District review and Comments on Preliminary Drawings: \_\_\_\_\_

**Final Drawings and Specifications to DSA/County:** \_\_\_\_\_

DSA/County Approval Date: \_\_\_\_\_

**Mandatory Pre Bid Meeting (insert date and time and Location)** \_\_\_\_\_, \_\_\_\_\_;

Bid Date (insert date and time) \_\_\_\_\_ and (insert location) \_\_\_\_\_

**Publish legal notices: (insert date) \_\_\_\_\_ and \_\_\_\_\_**

**RFP Authorization with Board of Trustees; (insert date)** \_\_\_\_\_

Board Approval date contract documents: \_\_\_\_\_

**Construction Start date:** \_\_\_\_\_

Completion Date: \_\_\_\_\_

**Punch Walk:** \_\_\_\_\_

**Notes:** \_\_\_\_\_

### 3. ARCHITECT'S SERVICES & CONSULTANTS

**3.1 The ARCHITECT shall provide basic services for the following phases of Services:**

\_\_\_\_\_ **Pre-Design**

☐ Site Analysis  
☐ Schematic Design  
☐ Design Development  
☐ Construction Documents  
☐ Bidding and/or Negotiation  
☐ Construction Administration  
☐ Post-Construction  
☐ Other:

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

☐ Civil Engineer:  
☐ Structural Engineer:  
☐ Mechanical/Plumbing Engineer:  
☐ Electrical Engineer:  
☐ Landscape Architect:  
☐ Food Service Consultant:

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

☐ Theater Consultant:  
☐ Audio/Visual Consultant:  
☐ Acoustic Engineer/Designer:  
☐ Traffic Engineer:  
☐ Pool Consultant:  
☐ Energy Consultant:  
☐ Storm Water Pollution Prevention Plan  
☐ LEED Services:  
☐ Fire Sprinkler Design:  
☐ Other:

#### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.
- 4.2.1 **For ARCHITECT's Services, compensation shall be computed as follows:**  
Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated \_\_\_\_\_ (insert MA approval date) per Article IV and Article X all based on the approved construction costs and as a percentage as

outlined therein.

To be billed on a time expended basis in an amount not to exceed \$\_\_\_\_\_ (insert cost estimate).

[EDITOR'S NOTE: Insert fee method from Agreement here.]

- 4.2.2 For Additional Services, compensation shall be determined per the Agreement.
- 4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.
- 4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

- 5.1 The ARCHITECT shall be paid additional fee for the following services: None OR (edit)

- 5.2 Special provisions for this project include:  
None O R (edit)

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

\_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of Business Services

Date: \_\_\_\_\_

JK ARCHITECTURE PARTNERSHIP, INC.  
11661 BLOCKER DRIVE, SUITE 220  
AUBURN, CA 95603

JK ARCHITECTURE PARTNERSHIP, INC.  
165 River Road  
Tahoe City, CA 96145

With a copy to:

  
Chris Vicencio  
Principal Architect

Date: 4.13.2015

**MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM**

**DATE:** April 28, 2015

**TO:** Ryan DiGiulio, Assistant Superintendent of Business Services

**FROM:** Cynthia Jensen, Director of Facilities and Energy Management

**TITLE OF AGENDA ITEM:** Approve Master Agreement for Architectural Services with JK Architecture.

**Superintendent Approval** \_\_\_\_\_

**New Business, Facilities and Energy Management**

***Purpose~***

The purpose of this agenda item is to request approval of a Master Agreement with **JK Architecture** for architectural services.

***Background~***

In order to increase the choices for Architectural related services for the District Staff completed an RFQ process and the board approved staff to move forward with MA's for **four** additional firms including **JK Architecture**.

This Master Agreement mirrors the current versions that has recently been approved and address the following items:

- Compensation (more weighted towards workload and end of projects):

Schematic Design Phase	25%
Design Development Phase	15%
Construction Documents Phase	25%
DSA Approval Phase	2.5%
Bidding Phase	2.5%
Construction Phase	20%
Completion of Construction and Acceptance by District Board	5%
<b>Total Compensation</b>	<b>100%</b>

- Provides language ensuring district receives Computer-Aided Design (CAD) drawings
- No longer requires Architect approval for District to use Architect produced documents for future projects (NOTE: Architect is indemnified)
- Miscellaneous minor language and formatting cleanup

Under the revised master agreement, there still has to be an approved Project Authorization for the Architect to begin services on a project. These Project Authorizations, or "PAs", must be Board approved. Only once a PA is approved are there monetary commitments for architectural services.

***Recommendation~***

Staff recommends approval of the Master Agreement with **JK Architecture**.

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outlined therein.

To be billed on a time expended basis in an amount not to exceed \$ \_\_\_\_\_ (insert cost estimate).

**[EDITOR'S NOTE: Insert fee method from Agreement here.]**

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

## 5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following services: None OR **(edit)**

5.2 Special provisions for this project include:  
None O R **(edit)**

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

\_\_\_\_\_  
Dr. Gay Todd, Superintendent of Schools

Date: \_\_\_\_\_

**JK ARCHITECTURE PARTNERSHIP, INC.**  
**11661 BLOCKER DRIVE, SUITE 220**  
**AUBURN, CA 95603**  
**With a copy to:**

**JK ARCHITECTURE PARTNERSHIP, INC.**  
**165 River Road**  
**Tahoe City, CA 96145**

\_\_\_\_\_  
**Chris Vicencio**  
Principal Architect

Date: \_\_\_\_\_

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B STREET – MARYSVILLE, CA 95901

# ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

**Kirk Brainerd**

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_\_ between MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Kirk Brainerd Architect, Inc., a California Corporation, hereinafter referred to as "ARCHITECT."

The DISTRICT and ARCHITECT agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (See Appendix A for a sample PA).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and DISTRICT support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the ARCHITECT to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the ARCHITECT for approval by the DISTRICT (each hereinafter referred to as the "PA"); the ARCHITECT is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the ARCHITECT is fully licensed to provide Architectural services in conformity with the laws of the State of California.

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

#### **ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK**

- A. The DISTRICT shall authorize the ARCHITECT to proceed on each Project with a written PA which:
  1. Provides a description of the type, size and scope of the Project;
  2. States the Project Budget, if determined at this time;
  3. Specifies the Basic Services and/or Additional Services required of the ARCHITECT, including Consultant use;
  4. States method and/or amount of compensation to be paid the ARCHITECT for its services;
  5. States the Project Schedule, if determined at this time; and
  6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the DISTRICT and the ARCHITECT, and approved by the DISTRICT Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The ARCHITECT will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

#### **ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by ARCHITECTs in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

### **ARTICLE III      SCOPE OF ARCHITECT'S BASIC SERVICES**

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
3. The ARCHITECT shall provide a written summary of the DISTRICT's Project, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the Project, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the Project for the DISTRICT's approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program - Facility Renovation/Modernization or New Construction Grant.
5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design

Documents for DISTRICT review and approval.

6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and Project budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICT'S OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT'S EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use **Upon completion of the project ARCHITECT shall provide DISTRICT with a record set of drawings and specification all of which are provide in hard form and on a CD..**
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the Project, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the Project, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within 10% of the estimated budget.
16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State

Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.

17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.
25. The ARCHITECT shall have access to the work at all times.
26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.

27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the Project to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.
36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.

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37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper Project closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's Project.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the Project, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State ARCHITECT and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the Project, and that the Construction Documents are proper for use in the construction of the Project.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other materials required from the contractors and subcontractors.
47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. Quality Assurance: The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the ARCHITECT's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be

the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.

49. Computer Graphics: The ARCHITECT shall provide graphic representations and presentations of all major projects to the school DISTRICT. As determined by the DISTRICT, this may include 3-dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.

50. CHPS:

If applicable, The ARCHITECT, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the DISTRICT, or its consultants, in all phases of the Project.

The ARCHITECT, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the DISTRICT of any potential CHPS Scorecard modifications. At construction completion, the ARCHITECT, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

#### **ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
  - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
  - B. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
  - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.
  - D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work

covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.

- E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
  - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
  - I. Providing services in connection with the work of consultants retained by the DISTRICT.
  - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
  - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
  - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Agreement. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by DISTRICT.

## **ARTICLE V     DISTRICT RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the Project shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT

for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.

2. The DISTRICT will prepare a current overall budget for the Project, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the Project.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
  - A. Environmental investigation, studies and reports required to meet CEQA requirements.
  - B. Legal advice and services required for the project, if authorized by the DISTRICT, and not related to legal advice and services for the benefit of the ARCHITECT and/or consultants.
  - C. SWPPP services if not provided in the construction documents.
  - D. CDE site approval including DTSC clearance(s).

#### **ARTICLE VI    COST OF CONSTRUCTION**

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the Project.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the Project Documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any Project budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the Project.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
  - A. Give written approval of an increase of such fixed limit;
  - B. Authorize rebidding of the Project within a reasonable time;
  - C. If the Project is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
  - D. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the DISTRICT. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

## **ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the ARCHITECT and DISTRICT shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in

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excess of the Project budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.

3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

#### **ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT's general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT's demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.
3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any

unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT's sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.

6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, the ARCHITECT shall also submit to the DISTRICT one (1) one electronically formatted copy of the submittal and another at the completion of the Project, with all revisions, updates and record data. The electronically formatted copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

## **ARTICLE IX    TERMINATION**

1. This Agreement may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This Agreement may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The Project shall not be considered suspended during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the Project for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this Agreement by giving not less than ten (10) days written notice to the DISTRICT. The Project shall not be considered abandoned during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.

8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

## **ARTICLE X    COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
1. Percentage of Construction Cost for New Construction and Additions:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
    - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
  2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
    - A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.
    - B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
    - C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
    - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
    - E. All fees related to the site development work shall be full fee.
    - F. Design and engineering modifications due to program changes as required by the DISTRICT, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
  3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.

- C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
- 4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
- 5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the ARCHITECT's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the ARCHITECT, whereby the ARCHITECT shall inform the DISTRICT, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
- 6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized. Additional services, such as those required by energy regulations shall be deemed additional services and indicated in the Project PA.
- 7. If the scope of the Project or the ARCHITECT's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
- 8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- B. The DISTRICT further agrees to pay the ARCHITECT compensation for extra services as follows:
  - 1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
  - 2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the ARCHITECT and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to ARCHITECT fees).
  - 3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
  - 4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
  - 5. Expense of special consultants not outlined in the PA, such as those required if certain energy regulations are applicable to the Project.
- C. Reimbursement at cost shall be paid to the ARCHITECT for:
  - 1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
  - 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.

D. Payments in event of the following circumstances shall be:

1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
2. Delayed Completion of Liquidated Damages: The ARCHITECT's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.

A.	Schematic Design Phase: Twenty Five Percent	(25%)
B.	Design Development Phase: Fifteen Percent	(15%)
C.	Construction Documents Phase: Twenty Five Percent	(25%)
D.	DSA Submittal: Five Percent	(5%)
E.	Bidding: Five Percent	(5%)
F.	Construction Phase: Twenty Percent	(20%)
G.	Completion of Construction and	
	<u>Project Acceptance by District Board: Five Percent</u>	<u>(5%)</u>
H.	Total Compensation: One Hundred Percent	(100%)
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.
4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

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## **ARTICLE XI    REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses:
  - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the DISTRICT.
  - B. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
  - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the DISTRICT for payment. This includes, but is not limited to, consultants and engineers.

## **ARTICLE XII    ACCOUNTING RECORDS OF THE ARCHITECT**

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this Agreement. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

## **ARTICLE XIII    MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent-caused from any intentional or negligent act, error or omission of

ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

- C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
- A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The DISTRICT's obligation to indemnify as set forth *above* shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- A. Statutory workers' compensation and employers' liability.
  - B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
    - a. owned, if any, non-owned and hired vehicles;
    - b. blanket contractual;
    - c. broad form property damage;
    - d. products/completed operations; and
    - e. personal injury.

- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the ARCHITECT's negligence.
- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
- H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
- I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
- J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
- K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at

least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.

- L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
  6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
  7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
  8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.
  10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
  11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
  12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written


consent of the other.

13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This Agreement entered into as of the day and year first written above.

DISTRICT:	ARCHITECT FIRM:
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	
(Signature)	(Signature)
(Print Name)	Kirk Brainerd
(Title)	Principal/Architect
(Date)	4/10/15
	(Date)

# Appendix A

## Sample Document

### PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:  
Date of Project Authorization:  
ARCHITECT's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated \_\_\_\_\_, 20\_\_ by and between the Marysville Joint Unified School District and **Kirk Brainerd, Inc.** (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize **Kirk Brainerd, Inc.** (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

#### 1. PROJECT DESCRIPTION

1.1 Name:

1.2 Location(s):

#### 2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

2.2 Initial Construction Budget: Approximately \$ \_\_\_\_\_

2.3 Preliminary Schedule Milestones: (if known)

Preliminary Drawings: (insert date) \_\_\_\_\_

District review and Comments on Preliminary Drawings: \_\_\_\_\_

Final Drawings and Specifications to DSA/County: \_\_\_\_\_

DSA/County Approval Date: \_\_\_\_\_

Mandatory Pre Bid Meeting (insert date and time and Location) \_\_\_\_\_, \_\_\_\_\_;

Bid Date (insert date and time) \_\_\_\_\_ and (insert location) \_\_\_\_\_

Publish legal notices: (insert date) \_\_\_\_\_ and \_\_\_\_\_

RFP Authorization with Board of Trustees; (insert date) \_\_\_\_\_

Board Approval date contract documents: \_\_\_\_\_

Construction Start date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Punch Walk: \_\_\_\_\_

Notes: \_\_\_\_\_

#### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

\_\_\_\_\_ Pre-Design

☐ Site Analysis  
☐ Schematic Design  
☐ Design Development  
☐ Construction Documents  
☐ Bidding and/or Negotiation  
☐ Construction Administration  
☐ Post-Construction  
☐ Other:

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

☐ Civil Engineer:  
☐ Structural Engineer:  
☐ Mechanical/Plumbing Engineer:  
☐ Electrical Engineer:  
☐ Landscape Architect:  
☐ Food Service Consultant:

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

☐ Theater Consultant:  
☐ Audio/Visual Consultant:  
☐ Acoustic Engineer/Designer:  
☐ Traffic Engineer:  
☐ Pool Consultant:  
☐ Energy Consultant:

#### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

- 4.2.1 **For ARCHITECT's Services, compensation shall be computed as follows:**  
 Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated \_\_\_\_\_ (insert MA approval date) per Article IV and Article X all based on the approved construction costs and as a percentage as outlined therein.

To be billed on a time expended basis in an amount not to exceed \$ \_\_\_\_\_ (insert cost estimate).

[EDITOR'S NOTE: Insert fee method from Agreement here.]

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

## 5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following  
services: None OR **(edit)**

5.2 Special provisions for this project include:  
None O R **(edit)**

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

\_\_\_\_\_  
Dr. Gay Todd, Superintendent of Schools

Date: \_\_\_\_\_

**Kirk Brainerd**  
**3510 Coon Hollow Rd.**  
**Placerville, CA 95667**

\_\_\_\_\_  
**Kirk Brainerd**  
**Principal Architect**

Date: \_\_\_\_\_

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B STREET – MARYSVILLE, CA 95901

# ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

**Lionakis**

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this 10<sup>th</sup> day of February in the year 2015 between MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT", and Lionakis, INC., a California Corporation, hereinafter referred to as "ARCHITECT."

The DISTRICT and ARCHITECT agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (See Appendix A for a sample PA).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and DISTRICT support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the ARCHITECT to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the ARCHITECT for approval by the DISTRICT (each hereinafter referred to as the "PA"); the ARCHITECT is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the ARCHITECT is fully licensed to provide Architectural services in conformity with the laws of the State of California.

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

#### **ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK**

- A. The DISTRICT shall authorize the ARCHITECT to proceed on each Project with a written PA which:
  1. Provides a description of the type, size and scope of the Project;
  2. States the Project Budget, if determined at this time;
  3. Specifies the Basic Services and/or Additional Services required of the ARCHITECT, including Consultant use;
  4. States method and/or amount of compensation to be paid the ARCHITECT for its services;
  5. States the Project Schedule, if determined at this time; and
  6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the DISTRICT and the ARCHITECT, and approved by the DISTRICT Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The ARCHITECT will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

#### **ARTICLE II ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by ARCHITECTs in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

### **ARTICLE III      SCOPE OF ARCHITECT'S BASIC SERVICES**

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.
3. The ARCHITECT shall provide a written summary of the DISTRICT's Project, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the Project, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the Project for the DISTRICT's approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program - Facility Renovation/Modernization or New Construction Grant.
5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design

Documents for DISTRICT review and approval.

6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and Project budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICT'S OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT'S EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use **Upon completion of the project ARCHITECT shall provide DISTRICT with a record set of drawings and specification all of which are provide in hard form and on a CD..**
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the Project, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the Project, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within 10% of the estimated budget.
16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State

Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.

17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quality of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.
25. The ARCHITECT shall have access to the work at all times.
26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.

27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the Project to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.
36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.

37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper Project closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's Project.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the Project, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State ARCHITECT and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the Project, and that the Construction Documents are proper for use in the construction of the Project.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other materials required from the contractors and subcontractors.
47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. Quality Assurance: The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the ARCHITECT's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be

the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.

49. Computer Graphics: The ARCHITECT shall provide graphic representations and presentations of all major projects to the school DISTRICT. As determined by the DISTRICT, this may include 3-dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.

50. CHPS:

If applicable, The ARCHITECT, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the DISTRICT, or its consultants, in all phases of the Project.

The ARCHITECT, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the DISTRICT of any potential CHPS Scorecard modifications. At construction completion, the ARCHITECT, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

#### **ARTICLE IV    ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
  - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
  - B. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
  - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.
  - D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work

covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.

- E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
  - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
  - I. Providing services in connection with the work of consultants retained by the DISTRICT.
  - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
  - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
  - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Agreement. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by DISTRICT.

## **ARTICLE V     DISTRICT RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the Project shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT

for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.

2. The DISTRICT will prepare a current overall budget for the Project, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the Project.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
  - A. Environmental investigation, studies and reports required to meet CEQA requirements.
  - B. Legal advice and services required for the project, if authorized by the DISTRICT, and not related to legal advice and services for the benefit of the ARCHITECT and/or consultants.
  - C. SWPPP services if not provided in the construction documents.
  - D. CDE site approval including DTSC clearance(s).

#### **ARTICLE VI    COST OF CONSTRUCTION**

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the Project.

3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the Project Documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any Project budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the Project.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
  - A. Give written approval of an increase of such fixed limit;
  - B. Authorize rebidding of the Project within a reasonable time;
  - C. If the Project is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
  - D. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the DISTRICT. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

## **ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the ARCHITECT and DISTRICT shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in

excess of the Project budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.

3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

## **ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT's general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT's demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold ARCHITECT harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.
3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any

unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT's sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.

6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, the ARCHITECT shall also submit to the DISTRICT one (1) one electronically formatted copy of the submittal and another at the completion of the Project, with all revisions, updates and record data. The electronically formatted copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

## **ARTICLE IX    TERMINATION**

1. This Agreement may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This Agreement may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The Project shall not be considered suspended during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the Project for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this Agreement by giving not less than ten (10) days written notice to the DISTRICT. The Project shall not be considered abandoned during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.

8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

## **ARTICLE X COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
1. Percentage of Construction Cost for New Construction and Additions:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
    - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
  2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
    - A. 35% fee or otherwise mutually agreed reduction for buildings only during Schematic Design Phase.
    - B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
    - C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
    - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
    - E. All fees related to the site development work shall be full fee.
    - F. Design and engineering modifications due to program changes as required by the DISTRICT, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
  3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.

- C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
- 4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
- 5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the ARCHITECT's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the ARCHITECT, whereby the ARCHITECT shall inform the DISTRICT, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
- 6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized. Additional services, such as those required by energy regulations shall be deemed additional services and indicated in the Project PA.
- 7. If the scope of the Project or the ARCHITECT's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
- 8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- B. The DISTRICT further agrees to pay the ARCHITECT compensation for extra services as follows:
  - 1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
  - 2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the ARCHITECT and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to ARCHITECT fees).
  - 3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
  - 4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
  - 5. Expense of special consultants not outlined in the PA, such as those required if certain energy regulations are applicable to the Project.
- C. Reimbursement at cost shall be paid to the ARCHITECT for:
  - 1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
  - 2. Fees advanced for securing approval of authorities having jurisdiction over the Project.

D. Payments in event of the following circumstances shall be:

1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
2. Delayed Completion of Liquidated Damages: The ARCHITECT's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.

A.	Schematic Design Phase: Twenty Five Percent	(25%)
B.	Design Development Phase: Fifteen Percent	(15%)
C.	Construction Documents Phase: Twenty Five Percent	(25%)
D.	DSA Submittal: Five Percent	(5%)
E.	Bidding: Five Percent	(5%)
F.	Construction Phase: Twenty Percent	(20%)
G.	Completion of Construction and <u>Project Acceptance by District Board: Five Percent</u>	<u>(5%)</u>
H.	Total Compensation: One Hundred Percent	(100%)
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.
4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

## **ARTICLE XI    REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses:
  - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the DISTRICT.
  - B. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
  - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the DISTRICT for payment. This includes, but is not limited to, consultants and engineers.

## **ARTICLE XII    ACCOUNTING RECORDS OF THE ARCHITECT**

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this Agreement. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

## **ARTICLE XIII    MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent-caused from any intentional or negligent act, error or omission of

ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

- C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
- A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The DISTRICT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- A. Statutory workers' compensation and employers' liability.
  - B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
    - a. owned, if any, non-owned and hired vehicles;
    - b. blanket contractual;
    - c. broad form property damage;
    - d. products/completed operations; and
    - e. personal injury.

- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) *above* shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the ARCHITECT's negligence.
- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
- H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
- I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
- J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
- K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBes) of at

least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.

- L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
  6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.
  7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
  8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.
  10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
  11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
  12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written


consent of the other.

13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This Agreement entered into as of the day and year first written above.

DISTRICT:	ARCHITECT FIRM:
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	
(Signature)	(Signature)
(Print Name)	LAURA KNAVES DOCOUS
(Title)	PRINCIPAL
(Date)	04.13.15

# Appendix A

## Sample Document

### PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:  
Date of Project Authorization:  
ARCHITECT's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated \_\_\_\_\_, 20\_\_ by and between the Marysville Joint Unified School District and \_\_\_\_\_ (**insert Firm name**). (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize **Lionakis, INC.** (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

#### 1. PROJECT DESCRIPTION

1.1 Name: \_\_\_\_\_

1.2 Location(s): \_\_\_\_\_

#### 2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement: \_\_\_\_\_

2.2 Initial Construction Budget: Approximately \$ \_\_\_\_\_

2.3 **Preliminary Schedule Milestones: (if known)**

**Preliminary Drawings: (insert date)** \_\_\_\_\_

**District review and Comments on Preliminary Drawings:** \_\_\_\_\_

**Final Drawings and Specifications to DSA/County:** \_\_\_\_\_

**DSA/County Approval Date:** \_\_\_\_\_

**Mandatory Pre Bid Meeting (insert date and time and Location)** \_\_\_\_\_, \_\_\_\_\_;

**Bid Date (insert date and time)** \_\_\_\_\_ and **(insert location)** \_\_\_\_\_

**Publish legal notices: (insert date)** \_\_\_\_\_ and \_\_\_\_\_

**RFP Authorization with Board of Trustees; (insert date)** \_\_\_\_\_

**Board Approval date contract documents:** \_\_\_\_\_

**Construction Start date:** \_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**Punch Walk:** \_\_\_\_\_

**Notes:** \_\_\_\_\_

#### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

\_\_\_\_\_ Pre-Design

- ☐ Site Analysis
- ☐ Schematic Design
- ☐ Design Development
- ☐ Construction Documents
- ☐ Bidding and/or Negotiation
- ☐ Construction Administration
- ☐ Post-Construction
- ☐ Other:

3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

- ☐ Civil Engineer:
- ☐ Structural Engineer:
- ☐ Mechanical/Plumbing Engineer:
- ☐ Electrical Engineer:
- ☐ Landscape Architect:
- ☐ Food Service Consultant:

3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

- ☐ Theater Consultant:
- ☐ Audio/Visual Consultant:
- ☐ Acoustic Engineer/Designer:
- ☐ Traffic Engineer:
- ☐ Pool Consultant:
- ☐ Energy Consultant:

#### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.

4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:  
 Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated \_\_\_\_\_ (insert MA approval date) per Article IV and Article X all based on the approved construction costs and as a percentage as outlined therein.

To be billed on a time expended basis in an amount not to exceed \$\_\_\_\_\_ (insert cost estimate).

[EDITOR'S NOTE: Insert fee method from Agreement here.]

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

5. ADDITIONAL SERVICES / SPECIAL PROVISIONS

5.1 The ARCHITECT shall be paid additional fee for the following  
services: None OR **(edit)**

5.2 Special provisions for this project include:  
None O R **(edit)**

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

\_\_\_\_\_  
Dr. Gay Todd, Superintendent of Schools

Date: \_\_\_\_\_

**Lionakis, Inc.**  
**1919 Nineteenth Street**  
**Sacramento, CA 95811**

\_\_\_\_\_  
**Laura Knauss**  
**Principal Architect**

Date: \_\_\_\_\_

MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT  
1919 B STREET – MARYSVILLE, CA 95901

# ARCHITECTURAL SERVICES AGREEMENT

Master Agreement

ARCHITECTURE FOR EDUCATION, INC.

This ARCHITECTURAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", is made and entered into this **28th day of April in the year 2015** between **MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "DISTRICT", and **Architecture for Education, Inc.**, a California Corporation, hereinafter referred to as "ARCHITECT."

The DISTRICT and ARCHITECT agree that the Master Agreement will be a singular document and each project thereafter will be described and authorized by an individual "Project Authorization for Professional Services" (PA) (**See Appendix A for a sample PA**).

DISTRICT will require various professional services related to:

1. Planning, programming, design, and construction administration of school and DISTRICT support facilities for development on sites as determined by the DISTRICT; including re-use of plans;
2. Renovation, rehabilitation, demolition, reconstruction, modernization, and additions to facilities at various sites as determined by the DISTRICT;
3. Investigation, study, selection, and planning of future school sites and related facilities;
4. Educational specifications and programming of existing and future facilities; and,
5. General consulting, professional opinion statements, and other work as authorized by the DISTRICT.

The DISTRICT is desirous of retaining the ARCHITECT to perform such professional services on selected projects (each hereinafter referred to as the "Project") as requested and authorized by a specific Project Authorization prepared and submitted by the ARCHITECT for approval by the DISTRICT (each hereinafter referred to as the "PA"); the ARCHITECT is willing to provide such professional services for the DISTRICT as may be specified by a PA; and the ARCHITECT is fully licensed to provide Architectural services in conformity with the laws of the State of California.

Now, therefore, the DISTRICT and ARCHITECT agree as follows:

#### **ARTICLE I. PROJECT DESCRIPTION/SCOPE OF WORK**

- A. The DISTRICT shall authorize the ARCHITECT to proceed on each Project with a written PA which:
  1. Provides a description of the type, size and scope of the Project;
  2. States the Project Budget, if determined at this time;
  3. Specifies the Basic Services and/or Additional Services required of the ARCHITECT, including Consultant use;
  4. States method and/or amount of compensation to be paid the ARCHITECT for its services;
  5. States the Project Schedule, if determined at this time; and
  6. Indicates additional or special provisions related to the Project and/or modifications to the Agreement that may pertain to the Project.
- B. PA when signed by the DISTRICT and the ARCHITECT, and approved by the DISTRICT Board of Trustees, shall become an effective and integral part of this Agreement with each and all of the provisions of one such document applying to the other as to the applicable Project, except as specifically modified or set forth to the contrary in the PA
- C. The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. The ARCHITECT will exercise his **professional** judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

## **ARTICLE II      ARCHITECT'S SERVICES AND RESPONSIBILITIES**

1. The ARCHITECT's services shall consist of those services performed by the ARCHITECT, ARCHITECT's employees and ARCHITECT's consultants as enumerated in Articles III and IV of this AGREEMENT, and as further required by Title 24 of the California Code of Regulations.
2. The ARCHITECT's services shall be performed in a manner which is consistent with professional skill and care, in a manner consistent with the degree of care and skill usually exercised by ARCHITECTs in the same or similar community, and in a manner consistent with the orderly progress of the work. The ARCHITECT shall submit for the DISTRICT's approval a schedule for the performance of the ARCHITECT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the ARCHITECT. Any delays in ARCHITECT's work because of the actions of the DISTRICT or its employees, those in direct contractual relationship with DISTRICT, by a governmental agency having jurisdiction over the PROJECT, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of ARCHITECT, shall be added to the time for completion of any obligations of ARCHITECT. Neither party shall be liable for damage to the other on account of such delays.

## **ARTICLE III      SCOPE OF ARCHITECT'S BASIC SERVICES**

1. The ARCHITECT's basic services consist of those described in this Article, and include structural, civil, landscaping, mechanical and electrical engineering services and other engineering services, mutually agreed to, and necessary to produce a reasonably complete and accurate set of Construction Documents as described in Paragraphs 4, 6-7, and 9-11. Individual PA's may, upon agreement of both parties, include additional consultants. The additional consultants will be an extra cost if so agreed to in writing by both parties.
2. The ARCHITECT shall ascertain the DISTRICT'S needs and the requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the Project.
3. The ARCHITECT shall provide a written summary of the DISTRICT's Project, schedule progress, anticipated funding and construction budget requirements, each in terms of the other, subject to the limitations set forth in Article VI. Such evaluation may include alternative approaches to design and construction of the Project, as requested by the DISTRICT.

ARCHITECT shall submit a list of qualified engineers for the Project for the DISTRICT's approval. ARCHITECT shall require that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer.

4. The ARCHITECT shall prepare, for approval by the DISTRICT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. ARCHITECT shall use due care to provide that these documents shall comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the project and which are applicable to these documents as determined by the scheduled date for the DSA submittal of project documents. Approval by the DISTRICT shall be deemed to be approval of the concept though not the means, techniques or particular material recommended by the ARCHITECT. The ARCHITECT shall prepare for the DISTRICT's use "2A" and "3A" drawings of the buildings as defined by the Office of Public School Construction and shall assist with preparation of the forms required by the Office of Public School Construction to submit to the State Allocation Board for a School Facilities Program - Facility Renovation/Modernization or New Construction Grant.

5. The ARCHITECT shall provide the necessary and reasonably complete sets of Schematic Design Documents for DISTRICT review and approval.
6. The ARCHITECT shall submit to the DISTRICT a written preliminary estimate of the Construction Cost and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. The initial estimate and Project budget will be based on commonly accepted industry estimating techniques for school districts.
7. Based on the approved Schematic Design Documents and any adjustments authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Design Development Documents consisting of drawings and other documents to describe the size and character of the PROJECT as to architectural, structural, mechanical, civil and electrical systems, materials, and such other elements as may be appropriate.
8. The ARCHITECT shall provide the necessary and reasonably complete sets of Design Development Documents for DISTRICT review and approval.
9. Based on the approved Design Development Documents, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the DISTRICT, the ARCHITECT shall prepare, for approval by the DISTRICT, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
10. The ARCHITECT shall provide the necessary and reasonably complete sets of Construction Documents for DISTRICT review and approval. The completeness of the plans will be defined as the normal development of the documents at this stage of the process, understanding that the documents will not be considered complete until bid-ready.
11. The ARCHITECT, if requested to do so, shall prepare all necessary bidding information and bidding forms required by the DISTRICT and shall assist the DISTRICT in preparing the Contractor's contract and general conditions (collectively referred to herein as "Construction Contract Documents"). ALL SUCH CONSTRUCTION CONTRACT DOCUMENTS MAY BE REVIEWED, AT DISTRICT'S OPTION, BY THE DISTRICT'S ATTORNEYS PRIOR TO PUBLICATION, AT DISTRICT'S EXPENSE. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning and other systems installed by the Contractor, shall be part of the bid documents prepared by the ARCHITECT.
12. The ARCHITECT shall provide the necessary complete sets of Construction Contract Documents (as well as any Computer-aided Design, or "CAD", drawings) for DISTRICT and consultant use **Upon completion of the project ARCHITECT shall provide DISTRICT with a record set of drawings and specification all of which are provide in hard form and on a CD.**
13. The ARCHITECT, following the DISTRICT's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the DISTRICT in obtaining bids for the Project, in compliance with the Public Contract Code.
14. The ARCHITECT, if requested to do so, shall assist the DISTRICT in pre-qualifying bidders.
15. If the lowest bid exceeds the budget for the Project **by 10% or more**, the ARCHITECT, in consultation with and at the direction of the DISTRICT, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within 10% of the estimated budget.

16. The ARCHITECT shall file documents required for the approval of governmental authorities having jurisdiction over the Project with the DISTRICT's assistance. The DISTRICT shall reimburse the ARCHITECT or pay all fees required by such governmental authorities. Such governmental agencies include, but are not limited to: Office of Public School Construction; Division of the State Architect, Office of Regulation Services; State of California Department of Education, Local Fire Department, School Facilities Planning; Yuba County Department of Environmental Health, and the city or county having jurisdiction for the off-site approvals. The DISTRICT shall file the funding applications, if any, with the Office of Public School Construction, and ARCHITECT shall assist DISTRICT with the process, at no extra cost.
17. Any defective designs or specifications furnished by the ARCHITECT shall be promptly corrected by the ARCHITECT at no cost to the DISTRICT. The DISTRICT's approval, acceptance, use of or payment for all or any part of the ARCHITECT's services hereunder or the PROJECT itself shall in no way diminish or limit the ARCHITECT's obligations and liabilities or the DISTRICT's rights.
18. The ARCHITECT's responsibility to provide services for the construction administration of the Project commences with the awarding of any construction contract and terminates at the later of the issuance to the DISTRICT of the final certificate for payment to all Contractors, issuance of a certificate of occupancy, or sixty (60) days after the recording of a Notice of Completion with the County Recorder, unless extended under the terms of Paragraph E.6. of Article X.
19. The ARCHITECT shall provide administration of the construction contract as set forth below. The ARCHITECT shall assist the DISTRICT in coordination of construction performed by separate contractors or by the DISTRICT's own employees.
20. The duties, responsibilities and limitations of authority of the ARCHITECT shall not be restricted, modified or extended without written agreement between the DISTRICT and ARCHITECT.
21. The ARCHITECT shall advise and consult with the DISTRICT during construction. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this Agreement and the Project General and Supplemental Conditions, unless otherwise modified in writing.
22. The ARCHITECT shall, at request of DISTRICT, conduct a pre-construction meeting with all interested parties, at no additional cost to the DISTRICT.
23. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The ARCHITECT shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The ARCHITECT shall use reasonable care to guard the DISTRICT against defects and deficiencies in the **completed** work and the Contractor's failure to carry out the work in accordance with the Construction Documents and the construction schedule. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or **quantity** of the Work. On the basis of the site visits, the ARCHITECT shall keep the DISTRICT reasonably informed, in writing, about the progress and quality of the portion of the Work completed, and shall promptly report to the DISTRICT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
24. The ARCHITECT shall also advise the DISTRICT of any apparent deficiencies in construction following the acceptance of the work by the DISTRICT and prior to the expiration of the guarantee period of the PROJECT.

25. The ARCHITECT shall have access to the work at all times.
26. The ARCHITECT shall attend construction meetings and provide written reports to the DISTRICT after each construction meeting to keep the DISTRICT informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, as agreed between DISTRICT and ARCHITECT in writing.
27. The ARCHITECT shall make formal presentations to the Governing Board of DISTRICT, as requested by DISTRICT.
28. The ARCHITECT shall review and certify the amounts due to the Contractor. The ARCHITECT's certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT's observations at the site as provided in Paragraph 23 of this Article, that the work has progressed to the point indicated, that quality of the work is in accordance with the Construction Documents and that the Contractor is entitled to payment in the amount certified.
29. The ARCHITECT, in consultation with the DISTRICT, shall recommend rejection of work which does not conform to the Construction Documents. The ARCHITECT, in consultation with the DISTRICT, has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether or not such work is fabricated, installed or completed.
30. The ARCHITECT shall review and approve or take other appropriate action in the manner prescribed in the Construction Documents upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for substantive conformance with the Construction Documents. The ARCHITECT's action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT's professional judgment to permit adequate review. When certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Construction Documents.
31. The ARCHITECT, in consultation with the DISTRICT, shall prepare change orders with supporting documentation and data for the DISTRICT's approval and execution in accordance with the Construction Documents, and, in consultation with the DISTRICT, may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders.
32. The ARCHITECT shall observe and review the Project to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT's review all written warranties and related documents required by the Construction Documents and issue a final certificate for payment upon compliance with the requirements of the Construction Documents.
33. After determining the Project is substantially complete, the ARCHITECT shall inspect and review the Project and provide the DISTRICT and Contractor a written list of all known deficiencies, including minor items ("punch-list items"). The ARCHITECT in consultation with the I.O.R. shall notify the Contractor in writing that all deficiencies and punch list items must be corrected prior to acceptance of the Project.
34. The ARCHITECT shall evaluate the performance of the Contractor under the requirements of the Construction Documents when requested in writing by the DISTRICT.
35. The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the

Contractor. The DISTRICT reserves the right to approve or disapprove all substitutions.

36. The ARCHITECT shall evaluate and render written recommendations as described in the Construction Documents on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the work as provided in the Construction Documents.
37. The ARCHITECT shall assist the DISTRICT in gathering information, preparing and processing forms required by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction; the Division of the State Architect; State of California Department of Education, School Facilities Planning; and Yuba County Department of Environmental Health, in a timely manner and ensure proper Project closeout.
38. The ARCHITECT shall use due professional care to comply with federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT's Project.
39. The ARCHITECT shall provide interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment, at the request of DISTRICT as an additional service.
40. Prior to the commencement of construction work, the ARCHITECT shall assist in-submitting the required forms to the governing authorities having jurisdiction over the Project, in order to obtain approval of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
41. The ARCHITECT shall provide general direction of the work of the DISTRICT's Project Inspector, as required by Title 24 of the California Code of Regulations.
42. The ARCHITECT and the ARCHITECT's consultants shall submit verified reports to the Division of the State ARCHITECT and other oversight agencies, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall also require that the Contractor(s) and Inspector(s) submit verified reports to the governing authorities having jurisdiction over the Project, as required by Title 24 of the California Code of Regulations.
43. The ARCHITECT shall provide final sets of Construction Documents, including but not limited to executed architectural and construction contracts, drawings, specifications, progress payment applications, approved shop drawings, and change orders, complete with all required professional and governmental seals and approval stamps, to the DISTRICT, upon completion of the Construction Phase. The ARCHITECT shall also submit one copy of drawings, specifications, including drawings and specifications issued as addenda or change orders and construction photos if taken in an electronic media format approved by the Office of Public School Construction.
44. Prior to Construction Phase, ARCHITECT shall review and approve all Construction Documents. ARCHITECT shall use due professional care to provide that Construction Documents comply with applicable laws, statutes, ordinances, codes, rules and regulations currently existing as amended, enacted, issued adopted prior to project submittal to DSA which are applicable to these documents. ARCHITECT shall provide that the Construction Documents set forth in detail the requirements for construction of the Project, and that the Construction Documents are proper for use in the construction of the Project.
45. ARCHITECT shall copy DISTRICT on any and all correspondence relating to the Project.
46. The ARCHITECT shall coordinate the delivery from the G.C. of all appropriate written warranties, guarantees, books, diagrams, record drawings ("as-builts as provided by the G.C."), and any other

materials required from the contractors and subcontractors.

47. The ARCHITECT shall assist the DISTRICT in preparing the Notice of Completion.
48. Quality Assurance: The ARCHITECT shall utilize an in-house Quality Assurance review process on every project prior to bid so that the documents are reasonably complete, thorough and coordinated to the ARCHITECT's standard level of care. The DISTRICT may elect to also utilize a Quality Assurance review process with another firm or vendor. The ARCHITECT agrees to cooperate with the other firm or vendor in the review process. The additional cost of the other firm or vendor will be the responsibility of the DISTRICT. However, the DISTRICT may negotiate, in advance, a fee credit representing any corresponding workload reduction to the ARCHITECT.
49. Computer Graphics: The ARCHITECT shall provide graphic representations and presentations of all major projects to the school DISTRICT. As determined by the DISTRICT, this may include 3-dimensional modeling, colored renderings and other graphic materials necessary to fully define and present the project to the school board, community and others. The ARCHITECT shall also provide the DISTRICT with any Computer-aided Design, or "CAD", drawings for all projects.
50. CHPS:  
  
If applicable, The ARCHITECT, or Engineer, shall attend at least (4) Collaborative for High Performance Schools ("CHPS") coordination meetings, and shall provide assistance to the DISTRICT, or its consultants, in all phases of the Project.

The ARCHITECT, or Engineer, shall observe CHPS related construction activities, maintain the CHPS Scorecard, and immediately notify the DISTRICT of any potential CHPS Scorecard modifications. At construction completion, the ARCHITECT, or Engineer, shall submit the signed final CHPS Scorecard and required supporting documents.

#### **ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES**

1. The ARCHITECT shall be given additional compensation for the services described in Article IV.
2. ARCHITECT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the ARCHITECT's control. ARCHITECT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be subject to prior DISTRICT written approval and approval by the Governing Board of the DISTRICT. Such services shall include:
  - A. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents or inconsistent with written approvals or instructions previously given by the DISTRICT and are due to causes beyond the control of ARCHITECT.
  - B. Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost.
  - C. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT, which are not the result of the direct or indirect negligence, errors or omissions on the part of the ARCHITECT.

- D. Preparing drawings, specifications or change orders required because existing conditions, such as deterioration or construction which does not comply with the applicable laws, codes and/or regulations, is discovered in the DISTRICT's building(s) at which the Project shall be undertaken, and which is not covered by the Construction Documents, except for services required under Article VI, Paragraph 11, and except where the ARCHITECT's fee for ARCHITECT's services is based on a percentage of the construction cost and such changes will result in a significant increase in the Construction Cost. The ARCHITECT shall prepare and submit to the Division of the State Architect a change order, or a separate set of drawings and specifications, detailing and specifying the required work. The work covered by such change order or drawings and specifications shall not proceed until preliminary written approval is obtained by the Division of the State Architect.
  - E. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the ARCHITECT.
  - F. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - G. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the Construction Documents including delays in completion which result in documented additional ARCHITECTS time and which are not the result of the direct or indirect negligence, errors or omissions on the part of ARCHITECT.
  - H. Serving as an expert witness in connection with arbitration, mediation or other legal proceeding, except where the ARCHITECT is a party thereto.
  - I. Providing services in connection with the work of consultants retained by the DISTRICT.
  - J. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
  - K. Providing contract administration services after the construction contract time has been exceeded through no fault of the ARCHITECT, where it is determined that the fault is that of the Contractor. The ARCHITECT's compensation is expressly conditioned on the lack of fault of the ARCHITECT. ARCHITECT waives any right or claim to liquidated damages.
  - L. If directed by the DISTRICT, the employment of special consultants including any and all consultants not identified in Article III, paragraph 1.
  - M. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.
3. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article III. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this Agreement. Such services shall be compensated as follows: negotiated fee and subject to prior written approval by

DISTRICT.

**ARTICLE V     DISTRICT RESPONSIBILITIES**

1. The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria as well as programmatic information as needed to adequately define the project (Educational Specification). The DISTRICT shall also provide as-built drawings if available to the ARCHITECT for all buildings at which the Project shall be undertaken. If the DISTRICT does not have the as-built drawings, the ARCHITECT shall obtain record drawings from the Division of the State Architect. The DISTRICT shall either reimburse the ARCHITECT for ARCHITECT's payment to the Division of the State Architect for obtaining such drawings or make the payment itself.
2. The DISTRICT will prepare a current overall budget for the Project, including the Construction Cost, and a contingency, if any.
3. The DISTRICT shall appoint one primary and one alternate designated representative(s) authorized to act on the DISTRICT's behalf with respect to the Project. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT.
4. The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project.
5. The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the Project or nonconformance with the Construction Documents. However, the DISTRICT's failure or omission to do so shall not relieve the ARCHITECT of ARCHITECT's responsibilities hereunder and under Title 21, Title 24, and the Field Act, and the DISTRICT shall have no duty to observe, inspect or investigate the Project.
6. The proposed language of certifications requested of the ARCHITECT or ARCHITECT's consultants shall be submitted to the ARCHITECT for review and approval at least fourteen (14) days prior to execution.
7. The DISTRICT shall furnish the services of an Independent Project Inspector. The Project Inspector shall be satisfactory to the ARCHITECT or structural engineer of record, as required by Title 24 of the California Code of Regulations. The ARCHITECT shall submit the appropriate forms to the Division of the State Architect in order to obtain approval of such Project Inspector, as required by Title 24 of the California Code of Regulations.
8. The DISTRICT shall furnish a certified survey of the building site with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The DISTRICT shall pay for any borings, test pits and other tests and geotechnical and geohazards reports, if required, for design and engineering.
9. The DISTRICT shall typically provide:
  - A. Environmental investigation, studies and reports required to meet CEQA requirements.
  - B. Legal advice and services required for the project, if authorized by the DISTRICT, and not related to legal advice and services for the benefit of the ARCHITECT

- and/or consultants.
- C. SWPPP services if not provided in the construction documents.
- D. CDE site approval including DTSC clearance(s).

## ARTICLE VI COST OF CONSTRUCTION

1. The Construction Cost shall be the total cost or estimated cost to the DISTRICT of all elements of the Project as designed or specified by the ARCHITECT.
2. During the Schematic Design, Design Development and Construction Document phases, Construction Cost shall be determined by the DISTRICT's budget for the Project.
3. When labor or material is furnished by the DISTRICT below its market cost, the Construction Cost shall be based upon current market cost of labor and new material.
4. During the bidding phase, Construction Cost shall be determined by the lowest responsible bid.
5. During construction, Construction Cost shall be determined by the contract sum or as amended by any additive change orders approved by the DISTRICT.
6. Construction Cost does not include the compensation of the ARCHITECT and ARCHITECT's consultants, or other costs which are the responsibility of the DISTRICT. (including, by example, agency fees, testing and inspections, furniture and equipment not included within the Project Documents, contingencies and other non-construction costs).
7. The ARCHITECT's evaluations of the DISTRICT's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, represent the ARCHITECT's best judgment as a professional familiar with the construction industry.
8. A fixed limit of Construction Cost shall not be established as a condition of this AGREEMENT by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto.
9. Any Project budget or fixed limit of Construction Cost shall be adjusted if the bidding has not commenced within ninety (90) days after the ARCHITECT submits the Construction Documents to the DISTRICT, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the DISTRICT and the date on which bids are sought for the Project.
10. If the lowest bid received exceeds the fixed limit plus 10% of the Construction Cost (adjusted as provided in paragraph 9), the DISTRICT shall:
  - A. Give written approval of an increase of such fixed limit;
  - B. Authorize rebidding of the Project within a reasonable time;
  - C. If the Project is abandoned, terminate it in accordance with Article IX, Paragraph 3; or
  - D. Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.
11. If the DISTRICT chooses to proceed under Paragraph 10(D), the ARCHITECT, without additional charge, agrees to redesign until the Project is brought within the construction budget set forth in this Agreement. Redesign does not mean phasing or removal of parts of the Project unless agreed in writing by the DISTRICT. Redesign means redesign of the Project with all its component parts to meet the budget set forth in this Agreement.

## **ARTICLE VII ESTIMATE OF PROJECT CONSTRUCTION COSTS**

1. Estimates referred to in Article III shall be prepared on a square foot/unit costs basis, or more detailed computation if deemed necessary by the ARCHITECT, considering prevailing construction costs and including all work for which bids will be received. It is understood that the Project Construction Cost is affected by the labor and/or material market as well as other conditions beyond the control of the ARCHITECT or DISTRICT.

If redesign to within 10% of final estimate does not appear practical based on review of the bids, the ARCHITECT and DISTRICT shall review the scope and estimate in relationship to the bid to determine specific areas that can be adjusted. Based on this analysis, modifications necessary to reduce the costs to meet budget shall be mutually agreed to by both parties.

2. The ARCHITECT shall review the estimate at each phase of his/her services. If such estimates are in excess of the Project budget, the ARCHITECT shall revise the type or quality of construction to come within the budgeted limit at no additional cost to the DISTRICT. ARCHITECT's initial budget and scope limitations shall be realistic and be reviewed with the DISTRICT prior to formalization. Scope changes directed by DISTRICT will require estimate adjustments to reflect addition of work.
3. As estimates often do not take into account last minute additions or modifications to scope, including during addendum periods, the final estimate at bid time is subject to adjustment to reflect these changes.

## **ARTICLE VIII ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

1. DISTRICT acknowledges that the ARCHITECT'S Construction Documents and Record Documents, including electronic files, are instruments of professional service. Nonetheless, the plans, specifications, estimates, programs, reports, models, Computer-aided design ("CAD") drawings and other material prepared by or on behalf of ARCHITECT under this Agreement (collectively the "Documents") shall be and remain the property of DISTRICT, except for any drawing details or specifications that are an integral part of ARCHITECT's general detail library and/or office specifications, pursuant to Section 17316 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to DISTRICT on the earlier of (1) thirty (30) days after final completion date of the Project and after final payment by DISTRICT has been received, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project and after payment by DISTRICT of any sums due has been received, except that, in the event of a default termination by DISTRICT of ARCHITECT, the Documents shall be delivered by ARCHITECT to DISTRICT upon DISTRICT's demand. The Documents may be reproduced and/or used by DISTRICT and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes DISTRICT may deem advisable in connection with completion and maintenance of, and additions, modifications to, or modernizations of the Project, without further employment of or payment of any compensation to ARCHITECT; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances DISTRICT uses, or engages the services of and directs another ARCHITECT to use, the Documents to complete the Project, DISTRICT agrees to release ARCHITECT from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to **indemnify and hold ARCHITECT harmless** from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of ARCHITECT, or anyone for whose acts it is responsible.
2. In addition to the rights to use and re-use the Documents as set forth in this Article 18, DISTRICT

shall be permitted to authorize the Contractor or any construction subcontractor, equipment supplier or material supplier to use and reproduce, to the fullest extent necessary, applicable portions of the Documents appropriate to and for use in their work.

3. In the event DISTRICT ever desires to construct all or part of another wholly unrelated Project which would be essentially identical in design to the Project that is the subject of this Agreement, ARCHITECT agrees to permit re-use of its design and the corresponding contract documents, subject to payment to ARCHITECT of a fair and reasonable re-use fee.
4. Any re-use of the Documents by DISTRICT shall be at DISTRICT'S sole risk and without liability to ARCHITECT. DISTRICT agrees to indemnify and hold harmless ARCHITECT and/or its employees against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use or modification of the Documents. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes does not constitute an unauthorized re-use of the Documents.
5. ARCHITECT shall not re-use the Documents without the prior written consent of DISTRICT. Any unauthorized re-use of the Documents by ARCHITECT shall be at ARCHITECT's sole risk and without liability to DISTRICT. ARCHITECT agrees to indemnify and hold harmless DISTRICT against any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from the unauthorized re-use of the Documents.
6. Since the Office of Public School Construction requires that submittal of Construction Documents be made in an electronic format, the ARCHITECT shall also submit to the DISTRICT one (1) one electronically formatted copy of the submittal and another at the completion of the Project, with all revisions, updates and record data. The electronically formatted copies of the submittals provided to the DISTRICT and all information contained therein shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316.

#### **ARTICLE IX    TERMINATION**

1. This Agreement may be terminated without cause by the DISTRICT upon not less than ten (10) days written notice to the ARCHITECT. This Agreement may be terminated by either party upon not less than ten (10) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
2. If the Project is suspended by the DISTRICT for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the ARCHITECT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT's services. The Project shall not be considered suspended during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.
3. If the DISTRICT abandons the Project for more than ninety (90) consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this Agreement by giving not less than ten (10) days written notice to the DISTRICT. The Project shall not be considered abandoned during the time period that the Project and/or Project Documents, including but not limited to all forms, applications, drawings and/or specifications, are being considered by the governing authorities having jurisdiction over the Project, including but not limited to the Office of Public School Construction and the Division of the State Architect.

4. The DISTRICT's failure to make payments to the ARCHITECT in accordance with this Agreement shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
5. Insolvency of the ARCHITECT shall be considered substantial nonperformance and cause for termination by the DISTRICT.
6. In the event the DISTRICT fails to make timely payment, and after supplying all supporting documents requested by the DISTRICT, the ARCHITECT may, upon thirty (30) days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the ARCHITECT within thirty (30) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
7. In the event of termination not due to the fault of ARCHITECT, the ARCHITECT shall be compensated for services satisfactorily performed up until the date of notice of termination, plus any reimbursable expenses then due.
8. The DISTRICT and ARCHITECT agree that if the DISTRICT does not receive State funding for the Project, the DISTRICT may terminate this Agreement and neither party shall have any obligations whatsoever to the other party under this Agreement.

#### **ARTICLE X    COMPENSATION TO THE ARCHITECT**

The DISTRICT shall compensate the ARCHITECT in one of the following methods:

- A. For designated services, as described in the PA, compensation shall be computed by one or more of the following methods for the particular services determined in advance by the ARCHITECT and DISTRICT. The parties hereto mutually agree to an annual review of Compensation Methods to consider appropriate adjustments in the percentage amounts stated therein.
  1. Percentage of Construction Cost for New Construction and Additions:  
Compensation shall be based upon a percentage of construction cost as follows:
    - A. Nine percent (9%) of the first One Million Dollars (\$1,000,000) of computed cost.
    - B. Eight and one-half percent (8-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - C. Eight percent (8%) of the next One Million Dollars (\$1,000,000) of computed cost.
    - D. Seven percent (7%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - E. Six percent (6%) of the next Four Million Dollars (\$4,000,000) of computed cost.
    - F. Five and one-half percent (5.5%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
    - G. Four percent (4%) of the first Forty thousand Dollars (\$40,000) of the cost of factory built portables. (Building cost only, all non-building costs and building costs beyond Forty Thousand Dollars (\$40,000) shall be included in Items A-F above). This is for standard buildings only and does not include custom or modified buildings.
  2. Compensation for Re-use of Plans for new construction and addition projects shall be reduced from the full fee calculation to reflect savings due to re-use of existing documents as follows:
    - A. 35% fee or otherwise mutually agreed reduction for buildings only during

Schematic Design Phase.

- B. 35% fee or otherwise mutually agreed reduction for buildings only during Design Development Phase.
  - C. 35% fee or otherwise mutually agreed reduction for buildings only during Construction Document Phase.
  - D. All other fees for buildings (DSA approval, Bidding and Construction Administration) shall be full fee.
  - E. All fees related to the site development work shall be full fee.
  - F. Design and engineering modifications due to program changes as required by the DISTRICT, or code changes enacted subsequent to original plan approval, shall be billed as additional services or Re-use Fee reduction shall be adjusted to a mutually agreeable percentage to account for such changes.
3. Percentage of Construction Cost for Modernization, Renovation and Rehabilitation: Compensation shall be based upon a percentage of construction cost as follows:
- A. Twelve percent (12%) of the first One Million Dollars (\$1,000,000) of computed cost.
  - B. Eleven and one-half percent (11-1/2%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - C. Eleven percent (11%) of the next One Million Dollars (\$1,000,000) of computed cost.
  - D. Ten percent (10%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - E. Nine percent (9%) of the next Four Million Dollars (\$4,000,000) of computed cost.
  - F. Eight percent (8%) of computed cost in excess of Eleven Million Dollars (\$11,000,000).
4. Stipulated Sum for Various Projects: Compensation as a Stipulated Sum shall be established at the time each PA is prepared.
5. Hourly Billing Rates for Various Projects: Compensation for services rendered by principals and employees shall be based upon the rates as stated on the ARCHITECT's currently dated "Hourly Billing Classification Rates Schedule" which shall be attached to and made a part of each PA. This schedule of billing rates is subject to annual adjustments by the ARCHITECT, whereby the ARCHITECT shall inform the DISTRICT, in writing, of said adjustment, if any, which shall then be the prevailing rates applied to the Project(s) so authorized.
6. Determination of Designated Services shall be as identified for each Project on the PA forms wherein all services to be provided which are not indicated as Designated Services shall be considered Additional Services for the Project authorized. Additional services, such as those required by energy regulations shall be deemed additional services and indicated in the Project PA.
7. If the scope of the Project or the ARCHITECT's Services is changed materially, the amounts of compensation shall be equitably adjusted, by mutual written agreement.
8. Computed Cost: The total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.
- B. The DISTRICT further agrees to pay the ARCHITECT compensation for extra services as follows:

1. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
  2. Six percent (6%) of the cost of furnishings, equipment or other articles incorporated in the construction documents by the ARCHITECT and not included in the construction contract (items planned, designed and engineered as part of the documents but excluded from the bid and construction contract; F&E not included in the documents is not subject to ARCHITECT fees).
  3. If any portions of the Project that are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions.
  4. Expenses of renderings, models, and mock-ups requested by the DISTRICT.
  5. Expense of special consultants not outlined in the PA, such as those required if certain energy regulations are applicable to the Project.
- C. Reimbursement at cost shall be paid to the ARCHITECT for:
1. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this Agreement.
  2. Fees advanced for securing approval of authorities having jurisdiction over the Project.
- D. Payments in event of the following circumstances shall be:
1. Deferred Bids: Upon receipt of the bids on all or a portion of the Project the compensation shall be adjusted to conform to the acceptable bid.
  2. Delayed Completion of Liquidated Damages: The ARCHITECT's compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the Project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

Computed costs will be the total award from the initial construction contract(s), plus the cost of all approved additive contract change orders with the exception of items resulting from errors and omissions on the part of the ARCHITECT.

E. Payment to the ARCHITECT will be as follows:

1.

A.	Schematic Design Phase: Twenty Five Percent	(25%)
B.	Design Development Phase: Fifteen Percent	(15%)
C.	Construction Documents Phase: Twenty Five Percent	(25%)
D.	DSA Submittal: Five Percent	(5%)
E.	Bidding: Five Percent	(5%)
F.	Construction Phase: Twenty Percent	(20%)
G.	Completion of Construction and <u>Project Acceptance by District Board: Five Percent</u>	<u>(5%)</u>
H.	Total Compensation: One Hundred Percent	(100%)
2. This compensation shall be compensation in full for all services performed by the ARCHITECT under the terms of this Agreement, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
3. Payments for ARCHITECT services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Paragraph 1 of this Article. Invoices will be sent by ARCHITECT in electronic format.

4. Payments are due and payable upon receipt of the ARCHITECT's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of one percent (1.0%) per month or at the legal rate prevailing at the time at the site of the Project, whichever is less. Notwithstanding the above, if DISTRICT, in good faith, disputes an invoice submitted by ARCHITECT, DISTRICT shall be entitled to withhold the disputed amount, without incurring interest on the disputed amount. However, DISTRICT shall be obligated to release the undisputed amount pending resolution of the dispute with ARCHITECT.
5. When ARCHITECT's compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed on those portions, in accordance with the schedule set forth in Paragraph 1 based on the lowest bona fide bid or ARCHITECT's latest estimate when bids are not received.
6. To the extent that the time initially established for the completion of ARCHITECT's services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and subject to prior approval by the DISTRICT.

#### **ARTICLE XI    REIMBURSABLE EXPENSES**

1. Reimbursable expenses are in addition to compensation for basic and additional services, and include expenses incurred by the ARCHITECT, the ARCHITECT's employees and consultants in the interest of the Project, as identified in the following clauses:
  - A. Approved reproduction of drawings and specifications in excess of the "necessary complete sets" as referenced elsewhere in this AGREEMENT, which includes sets of construction documents, all progress prints and specifications for use by DISTRICT, G.C., bidders, contractors, agencies, as-builts and submittal reproductions, and other sets when directed by the DISTRICT.
  - B. Fees advanced for securing approval of authorities having jurisdiction over the Project.
2. Reimbursable expenses shall be paid to ARCHITECT for the amounts actually incurred by ARCHITECT, with the exception of the following:
  - A. Consultant services not included in #1 shall be paid at cost plus ten percent (10%).
3. Individual expenses exceeding \$1000 and incurred by the ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project shall have prior DISTRICT written approval before incurred. All records of such expenses shall be provided to DISTRICT for the DISTRICT'S review.
4. Documentation of all reimbursable expenses must be attached to all invoices presented to the DISTRICT for payment. This includes, but is not limited to, consultants and engineers.

#### **ARTICLE XII    ACCOUNTING RECORDS OF THE ARCHITECT**

1. ARCHITECT shall maintain records of direct personnel and reimbursable expenses pertaining to ARCHITECT's services under this Agreement. ARCHITECT shall maintain all records of accounts between the DISTRICT and Contractor on a generally recognized accounting basis. All such records shall be available to the DISTRICT or its authorized representative for inspection or audit at any reasonable time. ARCHITECT shall maintain all records concerning the Project for a period

of three (3) years after its completion and upon successful completion of an audit by the Office of Public School Construction.

**ARTICLE XIII MISCELLANEOUS**

1. The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT shall provide a copy of such record to the DISTRICT and Contractor upon request.
2. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, hold DISTRICT, its trustees, officers and employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT's employees or his/her subcontractor's employees arising out of ARCHITECT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to ARCHITECT's performance of the obligations covered by this Agreement to the extent caused from any **adjudicated** intentional or negligent act, error or omission of ARCHITECT, ARCHITECT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of ARCHITECT's performance and shall survive the expiration or termination of this Agreement until such time as action against ARCHITECT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The ARCHITECT's obligation to indemnify as set forth above shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
3. To the fullest extent permitted by law, DISTRICT agrees to indemnify, hold ARCHITECT, its trustees, officers, employees entirely harmless from all liability arising out of:
  - A. Any and all claims under workers' compensation acts and other employee benefit acts with respect to DISTRICT's employees or his/her subcontractor's employees arising out of DISTRICT's work under this Agreement; and
  - B. Any and all suits, actions, legal or administrative proceedings, claims, demands, liability, judgments, awards, fines, losses, damages, charges or costs, which arise out of or are in any way connected to DISTRICT's performance of the obligations covered by this Agreement to the extent caused from any intentional or negligent act, error or omission of DISTRICT's, DISTRICT's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement of DISTRICT's performance and shall survive the expiration or termination of this Agreement until such time as action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.
  - C. The DISTRICT's obligation to indemnify as set forth *above* shall include, without limitation, any and all such claims, damages, costs for injury to persons and property and death of any person.
4. ARCHITECT shall purchase and maintain insurance, as long as this Agreement is in effect, with an insurer or insurers, qualified to do business in the State of California as California admitted carriers and that are acceptable to DISTRICT, policies of insurance, which will protect ARCHITECT

and DISTRICT from claims which may arise out of or result from ARCHITECT's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- A. Statutory workers' compensation and employers' liability.
- B. Commercial general and automobile liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, including:
  - a. owned, if any, non-owned and hired vehicles;
  - b. blanket contractual;
  - c. broad form property damage;
  - d. products/completed operations; and
  - e. personal injury.
- C. Professional liability insurance, including contractual liability, with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per claim / TWO MILLION DOLLARS (\$2,000,000.00) aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least one (1) year thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
- D. Each policy of insurance required in (B) above shall name DISTRICT and its trustees, officers, employees and agents as additional insured's; shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation, non-renewal or reduction in required limits of liability or amount of insurance; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.
- E. In the event that ARCHITECT subcontracts any portion of ARCHITECT's duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Paragraphs 3 (A) (B) (C) (D) of this Article, in the amounts which are appropriate with respect to that subcontractor's part of work, and which shall in no event be less than those stated above.
- F. The ARCHITECT shall carry insurance to protect himself from claims of professional errors and omissions in an amount of, identified in 4.C. above, during periods of construction and

for three years after filing of the Notice of Completion as long as reasonably available at that time, upon which time, ARCHITECT's liability shall cease, unless caused by the ARCHITECT's negligence.

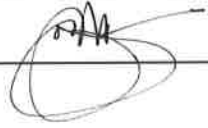
- G. The DISTRICT reserves the right to modify the limits and coverage's described herein, with appropriate credits or changes to be negotiated for such changes.
  - H. Any deductibles or self-insured retention exceeding \$50,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, officials, employees and volunteers, or the ARCHITECT shall procure a bond guaranteeing payment of losses and related investigations, claims administration and legal defense expenses.
  - I. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured's.
  - J. The ARCHITECT's Insurances shall apply separately to each insured against who claim is made or suit is brought except with respect to the limits of the insurer's liability.
  - K. In accordance with California Education Code Section 17076.11, the DISTRICT has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent per year of funds expended each year by the DISTRICT on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (Act). This project may use funds allocated under the Act.
  - L. The DISTRICT has determined, pursuant to California Education Code Section 45125.2, based on the scope of the project which is the subject of this Agreement, that ARCHITECT, its subcontractors, and their employees will have only limited contact with pupils at most. ARCHITECT shall promptly notify DISTRICT in writing of any facts or circumstances which might reasonably lead DISTRICT to determine that contact will be more limited as defined by Education Code Section 45125.1(d).
5. ARCHITECT, in the performance of this Agreement, shall be and act as an independent contractor. ARCHITECT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this Agreement. ARCHITECT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective ARCHITECT's employees.
6. Disputes arising from this Agreement or from the services rendered hereunder shall be submitted to non-binding mediation as a condition precedent to litigation. The mediation process shall provide that both parties select a disinterested third person mediator mutually agreed to by the parties. The mediation shall be commenced within thirty (30) days of the selection of the mediator. If the parties fail to select a mediator within fifteen (15) days of a party submitting a written request for mediation, any party may petition a court of competent jurisdiction in Yuba County to appoint the mediator. The costs of mediation shall be borne equally by the parties.

7. If a lawsuit is filed by a party to this Agreement (after the mediation process is concluded) to enforce or interpret the terms thereof, the prevailing party shall be entitled to recover their costs and reasonable attorney's fees.
8. Unless otherwise provided in this Agreement, the ARCHITECT and ARCHITECT's consultants shall have no responsibility for identifying the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
9. ARCHITECT shall certify pursuant to 40 CFR Section 763.99 (a)(7) that no asbestos containing material was specified as a building material in any construction document for the Project, and will ensure that Contractors provide the DISTRICT with certification that all materials used in the construction of any school building are free from any Asbestos Containing Building Materials ("ACBMs"). This certification shall be part of the final Project submittal.
10. DISTRICT acknowledges that the requirements of the Americans with Disabilities Act ("ADA") will be subject to various and possibly contradictory interpretations. ARCHITECT will use its best professional efforts to interpret applicable ADA requirements.
11. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or ARCHITECT.
12. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Neither DISTRICT nor ARCHITECT shall assign this Agreement without the written consent of the other.
13. This Agreement shall be governed by the laws of the State of California and venue shall be in the DISTRICT where the Project is located.
14. In the performance of the terms of this Agreement, ARCHITECT agrees that it will not engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
15. This Agreement represents the entire Agreement between the DISTRICT and ARCHITECT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the ARCHITECT.
16. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement.
17. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing.
18. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

See Appendix A. for a sample "Project Authorization for Professional Services".

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

This Agreement entered into as of the day and year first written above.

<b>DISTRICT:</b>	<b>ARCHITECT FIRM:</b>
MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT	Architecture for Education, Inc.
(Signature)	(Signature) 
(Print Name)	Gaylaird Christopher
(Title)	President
(Date)	4/16/2015

# Appendix A

## Sample Document

### PROJECT AUTHORIZATION FOR PROFESSIONAL SERVICES

Project Authorization No.:  
Date of Project Authorization:  
ARCHITECT's Project No.:

This Project Authorization is issued pursuant to the "Architectural Services Agreement- Master Agreement", dated \_\_\_\_\_, 20\_\_ by and between the Marysville Joint Unified School District and **ARCHITECTURE FOR EDUCATION, INC.** (hereinafter referred to as the 'Agreement'), and is considered an integral part of said Agreement, subject to all provisions and conditions thereof.

The Marysville Joint Unified School District (hereinafter referred to as the 'DISTRICT') does hereby authorize **ARCHITECTURE FOR EDUCATION, INC.**, (hereinafter referred to as the 'ARCHITECT') to provide professional services on the following project:

#### 1. PROJECT DESCRIPTION

1.1 Name: \_\_\_\_\_

1.2 Location(s): \_\_\_\_\_

#### 2. SCOPE OF WORK / BUDGET / SCHEDULE

2.1 Work Statement:

2.2 Initial Construction Budget: Approximately \$ \_\_\_\_\_

2.3 Preliminary Schedule Milestones: (if known)

Preliminary Drawings: (insert date) \_\_\_\_\_

District review and Comments on Preliminary Drawings: \_\_\_\_\_

Final Drawings and Specifications to DSA/County: \_\_\_\_\_

DSA/County Approval Date: \_\_\_\_\_

Mandatory Pre Bid Meeting (insert date and time and Location) \_\_\_\_\_, \_\_\_\_\_;

Bid Date (insert date and time) \_\_\_\_\_ and (insert location) \_\_\_\_\_

Publish legal notices: (insert date) \_\_\_\_\_ and \_\_\_\_\_

RFP Authorization with Board of Trustees; (insert date) \_\_\_\_\_

Board Approval date contract documents: \_\_\_\_\_

Construction Start date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

Punch Walk: \_\_\_\_\_

Notes: \_\_\_\_\_

#### 3. ARCHITECT'S SERVICES & CONSULTANTS

3.1 The ARCHITECT shall provide basic services for the following phases of Services:

\_\_\_\_\_ Pre-Design

\_\_\_\_ Site Analysis  
\_\_\_\_ Schematic Design  
\_\_\_\_ Design Development  
\_\_\_\_ Construction Documents  
\_\_\_\_ Bidding and/or Negotiation  
\_\_\_\_ Construction Administration  
\_\_\_\_ Post-Construction  
\_\_\_\_ Other:

- 3.2 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as part of the base fee:

\_\_\_\_ Civil Engineer:  
\_\_\_\_ Structural Engineer:  
\_\_\_\_ Mechanical/Plumbing Engineer:  
\_\_\_\_ Electrical Engineer:  
\_\_\_\_ Landscape Architect:  
\_\_\_\_ Food Service Consultant:

- 3.3 The ARCHITECT shall provide, with the DISTRICT's approval, the following consultant services as additional fee (fee basis to be identified herein):

\_\_\_\_ Theater Consultant:  
\_\_\_\_ Audio/Visual Consultant:  
\_\_\_\_ Acoustic Engineer/Designer:  
\_\_\_\_ Traffic Engineer:  
\_\_\_\_ Pool Consultant:  
\_\_\_\_ Energy Consultant:

#### 4. ARCHITECT'S COMPENSATION

The following shall represent the method and/or amount of compensation to be paid to the ARCHITECT by the DISTRICT for the Project.

- 4.1 The ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of the Agreement and this Project Authorization.
- 4.2 The DISTRICT shall compensate the ARCHITECT in accordance with the Agreement and this Authorization.

**4.2.1 For ARCHITECT's Services, compensation shall be computed as follows:**

**Compensation shall be computed as follows for the scope identified in the work statement in section 2.1 above and per the terms and conditions contained in the Master Agreement dated \_\_\_\_\_ (insert MA approval date) per Article IV and Article X all based on the approved construction costs and as a percentage as outlined therein.**

**To be billed on a time expended basis in an amount not to exceed \$\_\_\_\_\_ (insert cost estimate).**

**[EDITOR'S NOTE: Insert fee method from Agreement here.]**

4.2.2 For Additional Services, compensation shall be determined per the Agreement.

4.2.3 For Reimbursable Expenses, compensation shall be determined per the Agreement.

4.2.4 The ARCHITECT's Compensation as described herein is based upon authorization of work within 30 days of the draft date of this document and completion of the work as indicated on the project schedule.

**5. ADDITIONAL SERVICES / SPECIAL PROVISIONS**

5.1 The ARCHITECT shall be paid additional fee for the following  
services: None OR **(edit)**

5.2 Special provisions for this project include:  
None O R **(edit)**

This Project Authorization is hereby approved, with the listed consultants, if any, in Sections 3.2 and 3.3.

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901

\_\_\_\_\_  
Dr. Gay Todd, Superintendent of Schools

Date: \_\_\_\_\_

**ARCHITECTURE FOR EDUCATION, INC.  
4210 SAINT HELENA HIGHWAY, SUITE TT  
CALISTOGA, CA 94515**

\_\_\_\_\_  
**Gaylaird Christopher**  
Principal Architect

Date: \_\_\_\_\_