



FACILITIES MANAGEMENT

3753 Bradview Drive
Sacramento, CA 95827
(916) 856-3400 (916) 856-3456 fax

American River College Cosumnes River College Folsom Lake College Sacramento City College

**REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL SERVICES**

**LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)
AMERICAN RIVER COLLEGE
DAVIES HALL REPLACEMENT (“the Project”)**

REQUEST FOR QUALIFICATIONS

The District requests qualifications for architectural services for the Project as more particularly described herein. Firms must submit timely written qualifications that fully respond to this Request for Qualifications (“RFQ”). Upon invitation of the District, selected Firms will be requested to participate in an interview to discuss their qualifications with the District. The District reserves the right to modify or amend this RFQ or portions hereof by issuance of addenda to this RFQ. If the District issues any addenda, a copy will be posted on the District’s website at <https://losrios.edu/architect-RFQs>.

THE DISTRICT AND THE PROJECT

The Los Rios Community College District was established in 1970. The District services a 2,400 square mile area in five counties with an enrollment of over 78,000 students. It is the second largest community college district in the State of California and the fifth largest in the nation. The Los Rios District is a 2-year public community college committed to an open-door admission policy and a comprehensive curriculum. The District has four main campuses – American River College, Cosumnes River College, Folsom Lake College, and Sacramento City College. In addition, the District has six recognized Educational Outreach Centers – the Natomas Center, the Elk Grove Center, the El Dorado Center, the Rancho Cordova Center, the Davis Center and the West Sacramento Center. The District also has a Public Safety Training Center at McClellan Park.

The Project demolishes an existing 85,556 gross square foot (gsf) concrete reinforced, lift-slab building and builds a new 35,340 assignable square feet (asf) (57,000 gsf) instructional facility at the same location. The new building will provide space for instruction in general education and provides ADA access compliance and adequate HVAC, power, technology and lighting systems to support these instructional programs. This includes 20,000 asf of lecture space, 1,414 asf of computer lab space, and 11,760 asf of office/admin and miscellaneous support space. A summary project timeline is provided in Exhibit “A”. The construction budget is \$64,619,000. It is anticipated that the Project will be funded in the State of California’s FY25-26 Budget, which will take effect on July 1, 2025.

BASIC SERVICES

The District intends to enter into a contract with an architectural firm for Basic Services for the design, bidding, construction and close-out of the Project. The scope of Basic Services required for the Project is set forth in the form of the Agreement for Architectural Services, and are referred to hereinafter as “the Agreement” and are attached to this RFQ as Exhibit “B”.

QUALIFICATIONS

Firms must provide a complete statement of qualifications, capabilities and experience of the Firm to provide design services as set forth in the attached Agreement. The statement of qualifications (SOQ) must address all the items outlined below.

1. Experience

- A. Scope of architectural services typically provided or offered by the Firm; summary of the Firm’s firm history.
- B. Prior experience with public agency public works projects, including a general description of the scope of services provided on each contract.
- C. Prior experience with other California community college districts and K-12 educational institutions on projects of similar scope, including a general description of the scope of services provided on each contract.
- D. Prior experience with the University of California and California State University systems on projects of similar scope, including a general description of the scope of services provided on each contract.
- E. Identify the Firm’s principals and employees who are licensed contractors or architects or registered engineers under California law.
- F. Identify at least five (5) completed projects in which the Firm served as the architect in the last five (5) years and provide the following information for each project:
 - (a) The original contract sum of the construction contract
 - (b) The total value of all change orders issued for each Project
 - (c) Whether claims for additional time or additional compensation were asserted by any contractor on any Project and if so, a description of the nature and resolution of each claim.

2. Capacity

- A. Staff and Technical Resources
 - i. Identify specific individual staff members that the Firm will commit to the Project; provide description of each staff member’s education and experience. For each staff personnel identified, provide a description of the typical anticipated role(s) and responsibility(ies) relative to the Basic Services for the Project.
 - ii. Identify current ongoing projects (no more than five) in which the Firm is serving as an architect and provide the existing levels of staff commitment and

a general description of the project and the scope of services provided by the Firm for each project.

B. Insurance Coverage

- i. Identify insurance coverages maintained by the Firm, including specific confirmation of commercial general liability, professional liability, workers compensation and employer's liability coverages as required by the attached Agreement.

C. Staffing and Methodology

- i. Address the extent to which the District will be permitted to request specific staff personnel to provide or perform all or portions of the Basic Services.
- ii. Commitment of Firm's staff for specific Basic Services for the Project. It is the District's expectation that the team proposed in a Firm's response to this RFQ will be the team that will actually perform the Basic Services for the Project. If a Firm wishes to change its personnel and/or any of its sub-consultants (structural, MEP, etc.), it must submit a written request to the District. Any Firm that makes changes to its personnel and/or sub-consultants without the District's approval will be deemed non-responsive to this RFQ.
- iii. Describe the manner in which each of the Phases of the Basic Services will be completed for the Project.
- iv. Generally describe the approaches taken by the Firm relative to recommendations of value engineering of the Design Documents so that: (a) the Construction Costs of the Project are within the Construction Budget established for the Project; (b) operational/use costs are minimized; or (c) to extend the useful life of the Project or components thereof. Generally describe the approaches taken by the Firm to ensure that District accepted value-engineering recommendations are incorporated into the Design Documents.
- v. Generally describe approaches taken to prepare estimates of Construction Costs for the Project, including the extent to which estimates are based on the current marketplace conditions in the locality of the District.
- vi. Generally describe the quality control measures of the Firm to ensure that the Design Documents for the Project conform with the design intent and other requirements established by the District.
- vii. Generally describe approaches taken to ensure the thorough periodic District reviews of the Design Documents and how the District's Design Guidelines will be incorporated into the Project's design.
- viii. Generally describe the Firm's Construction Phase quality control measures to ensure that the Project as constructed conforms to the Design Documents.

Note: To facilitate the District's review and evaluation of submittals, the District requests that SOQ's be organized in a manner that exactly follows the above outline.)

ARCHITECTURAL SERVICES CONTRACT

Included with this RFQ is the District's form of Agreement. Firms must thoroughly review the Agreement included herewith and must in their respective responses to this RFQ identify any term or condition of the Agreement which the Firm requests modification, by amendment to existing provisions, addition of additional provisions or deletion of existing provisions. Where any requested modification consists of amendments to existing provisions or additional provisions, the response to this RFQ must set forth the text of the requested amendment or addition. **Any Firm whose proposal does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to all terms and conditions set forth therein.**

SUBMISSION OF RFQ RESPONSE

To be considered by the Selection Committee, responses to this RFQ must be electronic and must be responsive to all of the material requirements of this RFQ. The RFQ will be posted to the District's Purchasing Departments website at <https://losrios.edu/architect-RFQs>. **Each Firm must submit one digital copy (".pdf" format) of its response to this RFQ with a file size no larger than 20 megabytes (MB) by email to Gail Higashino at higashg@losrios.edu.** A response to this RFQ that is not responsive to all material requirements of this RFQ will not be accepted. Hand delivered responses will not be accepted. Responses to this RFQ must be addressed to Pablo X. Manzo, Associate Vice Chancellor of Facilities Management, Los Rios Community College District and **must be received prior to 2:00 P.M., May 8, 2025**. Firms are solely responsible for timely submission of responses to this RFQ. Any response to this RFQ which is not submitted at or prior to the latest date/time for submission will be rejected and not considered.

SELECTION OF ARCHITECT

The District will establish a committee to review and evaluate qualification statements submitted in response to this RFQ. The selection committee will make a recommendation to the District's Board of Trustees for the District's selection and retention of an architect for the Project. Prior to making a recommendation to the District's Board of Trustees for selection of an architectural firm, the selection committee will request that Firms, selected at the sole discretion of the selection committee, conduct an interactive discussion with the selection committee members. Recommendation of the selection committee for retention of an architect will be based upon the demonstrated competence and qualifications to perform the Basic Services. The recommendation of the selection committee is not binding on the District; award of the Agreement will only be by action of the District's Board of Trustees.

SELECTION PROCESS TIMELINE

- RFQ – solicitation date: Monday, March 31, 2025
- Pre-Qualification Conference (Non-mandatory): Tuesday, April 22, 2025 @ 2:00 p.m. @ LRCCD Facilities Management Office, 3753 Bradview Dr., Sacramento, CA 95827
- **Deadline for submission:** **Thursday, May 8, 2025, 2:00 p.m.**
- Review by Selection Committee: Friday, May 9 – Tuesday, May 27, 2025
- Announcement of Short-listed Firms: Wednesday, May 28, 2025
- Presentations by Short-listed Firms: Thursday, June 12, 2025
- Anticipated Agreement Start Date: July 2025

QUESTIONS / REQUESTS FOR ADDITIONAL INFORMATION

All questions or requests for additional information must be submitted to the District in writing by e-mail. The District's point of contact for this RFQ is:

Gail Higashino
Administrative Assistant

3753 Bradview Drive
Sacramento, CA 95827
(916) 856-3456 fax
higashg@losrios.edu

Please do not attempt to contact any other members of the District's or College's staff during the proposal period.

EXHIBIT A

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

AMERICAN RIVER COLLEGE DAVIES HALL REPLACEMENT (“the Project”)

Project Schedule

	<u>Start</u>	<u>Months</u>	<u>End</u>
Prelim Plans (schematic design, estimate, CEQA, etc)	July 2025	6	February 2026
Approvals (SPWB, admin, users, etc)	March 2026	2	April 2026
Working Drawings (const drawings, estimate, etc)	May 2026	5	Sep 2026
Approvals (DSA, admin, CCCO, etc)	October 2026	6	March 2027
Bid and Award (bid docs, adver, open, Board, NTP, etc)	April 2027	4	July 2027
Construction (active const on site)	August 2027	20	March 2029
Campus Move-in (set-up furniture, ready for use)	April 2029	3	June 2029

EXHIBIT B

REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES

LOS RIOS COMMUNITY COLLEGE DISTRICT (“DISTRICT”)

AMERICAN RIVER COLLEGE DAVIES HALL REPLACEMENT (“the Project”)

Agreement for Architectural Services

AGREEMENT FOR ARCHITECTURAL SERVICES
Between Los Rios Community College District and
Name of Architect

Name of Project
TABLE OF CONTENTS

ARTICLE 1 – ARCHITECT SERVICES AND RESPONSIBILITIES –BASIC SERVICES7

1.0 GENERAL MATTERS.....7

 1.0.1 Basic Services.....7

 1.0.2 Personnel7

 1.0.3 Consultants7

 1.0.4 Additional Consultants8

 1.0.5 Construction Manager8

 1.0.6 Compliance with Regulations8

 1.0.7 Design Schedule.....8

 1.0.8 The Contract Documents8

 1.0.9 Relationship to DISTRICT.....9

 1.0.10 Responsibility of ARCHITECT9

 1.0.11 Meetings9

1.1 SCHEMATIC DESIGN PHASE.....10

 1.1.1 Program Refinement.....10

 1.1.2 Construction Matters10

 1.1.3 Drawings and Specifications10

 1.1.4 Schematic Design Documents.....10

 1.1.5 Governmental Approvals11

 1.1.6 Presentation Drawings.....11

 1.1.7 DISTRICT’s Approval.....11

 1.1.8 Copies.....11

 1.1.9 State of California Approval11

 1.1.10 Construction Budget Determination.....11

 1.1.11 Coordination with Construction Manager.....11

 1.1.12 Cost Determination.....11

1.2 DESIGN DEVELOPMENT PHASE12

 1.2.1 Design Refinement.....12

 1.2.2 Design Development Documents.....12

 1.2.3 Governmental Submissions.....14

 1.2.4 Coordination with Construction Manager.....14

 1.2.5 Cost Determination.....14

 1.2.6 Copies.....14

 1.2.7 DISTRICT’s Approval.....15

1.3 CONSTRUCTION DOCUMENTS PHASE15

 1.3.1 Design Refinement.....15

 1.3.2 Services15

 1.3.3 Completion of Construction Document Phase16

 1.3.4 Add-on Alternatives16

 1.3.5 Governmental Approvals and Plan Checks.....16

 1.3.6 Cooperation with DISTRICT’s Construction Manager16

 1.3.7 DISTRICT’s Acceptance16

1.3.8	Copies.....	16
1.4	BIDDING PHASE	16
1.4.1	Assistance with Bidding.....	16
1.4.2	Services	17
1.5	CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT	17
1.5.1	Duration.....	17
1.5.2	Administration.....	17
1.5.3	Meetings, Instructions	17
1.5.4	Observation	17
1.5.5	Construction Responsibility	18
1.5.6	Access.....	18
1.5.7	Payment of Certificates	18
1.5.8	Extent of Assistance by ARCHITECT.....	18
1.5.9	Interpretation	18
1.5.10	Form of Interpretations.....	18
1.5.11	Rejection of Work	18
1.5.12	Responses to Requests for Information and Submittals.....	18
1.5.13	Changes by ARCHITECT.....	19
1.5.14	Warranties and Manuals and Project Close-Out Documentation.....	19
1.5.15	Modification of Duties	19
1.5.16	Contract Beneficiaries	19
1.5.17	Progress Reports.....	19
1.5.18	Drawings (As Built).....	19
1.5.19	Construction Schedules.....	20
1.5.20	Web-based Project Management Systems	20
1.6	POST CONSTRUCTION PHASE – CORRECTION OF DEFECTS	20
1.6.1	Interpretation	20
1.6.2	Eleven-Month Review.....	20
	ARTICLE 2 – ADDITIONAL SERVICES	20
2.0	AUTHORIZATION REQUIRED.....	20
2.1	INVENTORIES.....	20
2.2	FIRE	21
2.3	DEFAULTS OF OTHERS.....	21
2.4	CONSULTANTS	21
2.5	CHANGES	21
2.6	OTHER SERVICES.....	21
	ARTICLE 3 –DISTRICT’S RESPONSIBILITIES	21
3.1	PROGRAM.....	21
3.2	DISTRICT PROJECT MANAGER.....	21
3.2.1	Project Team.....	21
3.3	REVIEW OF DOCUMENTS	21
3.4	SITE SURVEY.....	21
3.5	SOILS	22
3.6	UTILITY SURVEY	22
3.7	TESTING	22
3.8	LEGAL, ACCOUNTING	22
3.9	NOTICE OF DEFECTS.....	22
3.10	ADVERTISING	22
3.11	BID DOCUMENTS	22

ARTICLE 4 – CONSTRUCTION COST	22
4.1 DEFINITION	22
4.2 ESTIMATES OF CONSTRUCTION COST	22
4.2.1 Statements of Probable Construction Cost	22
4.2.2 Time of Preparation	23
4.3 DISTRICT’S CONSTRUCTION BUDGET	23
4.3.1 Amount	23
4.4 RESPONSIBILITY FOR CONSTRUCTION COST	23
4.4.1 Estimation, Reliance	23
4.4.2 Consultation and Reconciliation	23
4.4.3 Resolution of Final Statement of Probable Construction Cost Prior to Bids	23
4.4.4 Bid Price	23
4.4.5 Bid Price with Alternatives is Above or Below Budget	24
4.4.6 Bid Price Exceeds Budget	24
ARTICLE 5 – RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER	24
5.1 TEAM CONCEPT	24
5.2 COORDINATION WITH CONSULTANTS	24
ARTICLE 6 – TIME	24
6.1 AVOIDING DELAYS	24
6.2 DESIGN SCHEDULE	24
6.3 NOTICE OF DELAY	24
6.4 SPECIFIC RESPONSE TIMES	25
6.5 DELAYS	25
ARTICLE 7 – ARCHITECT’S FEES	25
7.1 BASIC SERVICES	25
7.2 PAYMENT FOR BASIC SERVICES	25
7.2.1 Payment Retention	25
7.2.2 Final Retention Payment	25
7.2.3 Termination	26
7.3 COMPENSATION FOR ADDITIONAL SERVICES	26
7.3.1 ARCHITECT	26
7.4 INVOICES	26
7.5 ELECTION NOT TO PAY/EFFECT OF PAYMENT	26
7.6 SUSPENSION	26
7.7 LIMITATION	26
ARTICLE 8 – REIMBURSABLE EXPENSES	26
8.1 GENERAL	26
8.1.1 Transportation Expenses	27
8.1.2 Excess Reproduction Expense	27
8.1.3 Additional Services Expenses	27
8.1.4 Models	27
8.1.5 Overtime	27

8.1.6 Additional Insurance	27
8.1.7 Other	27
8.1.8 Overhead	27
ARTICLE 9 – ARCHITECT’S ACCOUNTING RECORDS	27
9.1 MAINTENANCE OF RECORDS.....	27
9.2 PAYMENT WITHOUT PREJUDICE	27
9.3 AUDITS.....	28
9.4 COST OF AUDIT.....	28
ARTICLE 10 – OWNERSHIP AND USE OF DOCUMENTS	28
ARTICLE 11 – TERMINATION.....	28
11.1 DISTRICT’S RIGHT TO TERMINATE FOR DEFAULT.....	28
11.1.1 Delivery of Files.....	28
11.1.2 Payment.....	28
11.1.3 Termination for Convenience.....	29
11.2TERMINATION FOR OTHER THAN DEFAULT	29
11.3DOCUMENTS/MODELS	29
11.4NO RELEASE	29
11.5SUSPENSION	29
ARTICLE 12 – INDEMNITY	29
12.1INDEMNITY.....	29
12.2 INDEMNITY AND PROFESSIONAL LIABILITY.....	30
12.3 LIMITATION	30
ARTICLE 13 – INSURANCE REQUIREMENTS	30
13.1 MINIMUM SCOPE OF INSURANCE	30
13.2 MINIMUM LIMITS OF INSURANCE.....	30
13.3 CLAIMS-MADE FORM	31
13.4 DEDUCTIBLES AND SELF-INSURED RETENTIONS	31
13.5 OTHER INSURANCE PROVISIONS.....	31
ARTICLE 14 –CHANGES	32
14.1 DISTRICT MAY DIRECT.....	32
14.2 ARCHITECT’S RESPONSIBILITY.....	32
14.3 COMPENSATION	32
ARTICLE 15 – CLAIMS; DISPUTE RESOLUTION	32
15.1 COMPLIANCE WITH CONDITIONS PRECEDENT.....	32
15.2 NOTICE OF POTENTIAL CLAIM	32
15.2.1 Format of NOPC	33
15.2.2 Augmentation of Claims	33
15.2.3 Meet and Confer on NOPC	33
15.3 NOTICE OF CLAIM	33
15.3.1 Format of Notice of Claim	33

15.3.2 Certification of Notice of Claim.....	34
15.3.3 Meet and Confer on Notice of Claim.....	34
15.4 MEDIATION.....	34
15.4.1 Initiation of Mediation.....	34
15.4.2 Request for Mediation.....	35
15.4.3 Selection of Mediator.....	35
15.4.4 Times and Place of Mediation.....	35
15.4.5 Expenses of Mediation.....	35
15.4.6 Termination of Mediation.....	35
15.4.7 Privileges and Protections.....	35
15.4.8 Statutory Claims Procedure.....	35
15.5 PRESENTATION OF STATUTORY CLAIM.....	35
15.6 JUDICIAL REFERENCE.....	36
15.6.1 Governing Law.....	36
15.6.2 Commencement.....	36
15.6.3 Referee; Reference.....	36
15.6.4 Location of Reference.....	36
15.6.5 Discovery.....	36
15.6.6 Final Statement of Decision.....	36
15.6.7 Costs of Expenses.....	37
15.7 ARCHITECT’S REPRESENTATIONS AND WARRANTY.....	37
15.8 EXCLUSIVE REMEDY.....	37
15.9 DISPUTES INVOLVING CONTRACTOR.....	37
15.10 APPLICATION OF ARTICLE.....	37
15.11 PROVISION OF SERVICES DURING DISPUTE.....	37
ARTICLE 16 – STANDARDS OF PERFORMANCE; ERRORS, OMISSIONS, CONFLICTS, INCONSISTENCIES.....	38
16.1 STANDARD OF CARE.....	38
16.2 ERRORS, OMISSIONS, CONFLICTS AND INCONSISTENCIES.....	38
ARTICLE 17 – NOTICES.....	38
ARTICLE 18 – MISCELLANEOUS PROVISIONS.....	38
18.1 SUCCESSORS AND ASSIGNS.....	38
18.2 EXHIBITS.....	38
18.3 CHOICE OF LAW AND FORUM.....	39
18.4 SURVIVAL.....	39
18.5 CAPTIONS, INDEX.....	39
18.6 SINGULAR AND PLURAL.....	39
18.7 SEVERABILITY.....	39
18.8 WORK DAYS.....	39
18.9 REGISTERED ARCHITECTS AND ENGINEERS.....	39
18.10 NONDISCRIMINATION.....	39
18.11 INDEPENDENT CONTRACTOR.....	39
18.12 USE OF NAME.....	39
18.13 COMPLIANCE WITH THE LAWS.....	39
18.14 AMENDMENT, WAIVER.....	39
18.15 ENTIRE AGREEMENT.....	40
18.16 ATTORNEY FEES.....	40

Exhibit A: PROJECT SCOPE.....	40
Exhibit B: ARCHITECT’S PROJECT PERSONNEL	41
Exhibit C: ARCHITECT’S CONSULTANTS AND THEIR KEY PERSONNEL.....	42
Exhibit D: DESIGN/CONSTRUCTION SCHEDULE	43
Exhibit E: CONSTRUCTION BUDGET	44
Exhibit F: ARCHITECTURAL FEE SCHEDULE – BASIC SERVICES.....	45
Exhibit G: ARCHITECT’S FEE SCHEDULE – ADDITIONAL SERVICES	46
Exhibit H: ARCHITECT’S INVOICE FORM	47

This Agreement (hereinafter "Architect Contract") is made and entered into as of _____, 20__ by and between The Los Rios Community College District, herein called "DISTRICT" and, **Name of Architect**, herein called "ARCHITECT", for a project hereinafter called the **Name of Project** (the "Project") described in the attached Exhibit A.

RECITALS

A. DISTRICT proposes to undertake the construction of the **Name of Project** as herein described which requires the services of a duly qualified and licensed ARCHITECT.

B. ARCHITECT is a firm qualified and willing to provide the services required by DISTRICT. ARCHITECT is an independent contractor and covenants with DISTRICT to provide services relating to the architectural design and construction of the Project pursuant to all the terms and conditions hereinafter set forth.

C. If DISTRICT chooses to use a Construction Manager, multiple prime contractors may be used.

D. DISTRICT does hereby engage ARCHITECT for the Basic Services described herein and for any Additional Services when authorized in advance in writing by DISTRICT in accordance with the provisions hereinafter contained in this Architect Contract.

NOW, THEREFORE, in consideration of the recitals and mutual benefit to be derived by the parties, it is hereby agreed:

ARTICLE 1 - ARCHITECT SERVICES AND RESPONSIBILITIES –BASIC SERVICES

1.0 GENERAL MATTERS

1.0.1 Basic Services

ARCHITECT's Basic Services shall consist of the seven phases hereinafter described in Article 1, and include all architectural, structural, mechanical, electrical engineering, civil engineering (on site), interior finishes, landscape design and Statements of Probable Construction Cost required, or which can be reasonably inferred to be required by this Architect Contract and generally accepted architectural practice, for completion of the Project.

1.0.2 Personnel

ARCHITECT will appoint a Project Architect, who shall be subject to DISTRICT's acceptance and whose acceptance will not be unreasonably denied by DISTRICT. The Project Architect shall be available to DISTRICT on or off the site as required for the proper performance of all matters relating to the Project. The Project Architect will provide overall direction of the planning and design of the Project. The Project Architect may act on behalf of DISTRICT only to the extent set forth in the Contract Documents as defined in Article 1.0.8. Any changes in assignment or replacement of the Project Architect or other personnel listed in Exhibit B may be done only with the prior written consent of DISTRICT. ARCHITECT shall replace any person assigned to the Project as required by DISTRICT.

1.0.3 Consultants

In performing its services under this Architect Contract, ARCHITECT has recommended and agrees to retain and use the professional consultants listed in the attached Exhibit C for the listed services and ARCHITECT shall be responsible for their work. ARCHITECT shall provide DISTRICT with the details of ARCHITECT's arrangement with the consultants, including the amount and manner of their compensation for design, construction and post-construction phases, for DISTRICT's reasonable acceptance. Any changes in the consultants listed in Exhibit C may be done only with the prior written consent of DISTRICT. If a problem develops with any of ARCHITECT's consultants, DISTRICT shall notify ARCHITECT and ARCHITECT shall take all steps as are necessary to resolve the problem to the satisfaction of DISTRICT. ARCHITECT shall be responsible for the work of its consultants, shall coordinate the work of its consultants, and shall review, approve and back-check all documents produced by its consultants for DISTRICT. The agreement with each consultant shall be in writing, shall expressly incorporate the terms and conditions of this Architect Contract, and shall, without exception, bind each consultant to ARCHITECT in the same manner and to the same extent that ARCHITECT is bound to DISTRICT.

1.0.4 Additional Consultants

DISTRICT reserves the right to retain other architects, engineers, and consultants in connection with the Project. ARCHITECT shall coordinate with these parties as a Basic Service.

1.0.5 Construction Manager

As used in this Architect Contract, "Construction Manager" shall refer to a consultant(s) who may be engaged by DISTRICT to perform professional services for the Project. The term "Construction Manager" is used for convenience only. DISTRICT has no obligation to retain a Construction Manager nor perform any of the functions set forth in this Architect Contract for the Construction Manager. The term "Construction Manager" shall not encompass the functions to be performed by the Contractor(s) to be selected by DISTRICT to construct the Project. If DISTRICT does not employ a Construction Manager, DISTRICT shall be substituted in place of the Construction Manager.

1.0.6 Compliance with Regulations

ARCHITECT shall be responsible to see that the Project as designed can operate as a functional, efficient, high-quality facility. ARCHITECT is responsible for ensuring that the Project design shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities bearing on the Work, and with all quasi-governmental, and other regulations bearing on the Work. To the extent any of the foregoing are inconsistent, ARCHITECT shall seek to identify and resolve the inconsistencies and advise DISTRICT in writing of its resolution of the inconsistency.

1.0.7 Design Schedule

ARCHITECT's Basic Services are to be provided in accordance with a Design/Construction Schedule set forth in EXHIBIT "D" and which may be amended from time to time by mutual agreement. The Design/Construction Schedule shall indicate by month and year estimated completion times when ARCHITECT is to complete each phase, inclusive of DISTRICT and State approvals, as shown on Exhibit D and commencing from the date of this Architect Contract:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- D.S.A. Approval Phase
- Bidding Phase
- Construction Administration Phase
- Post-Occupancy Evaluation Phase

The Design Schedule shall specify task milestones for the design and approval process sufficient to allow monthly status checking. ARCHITECT shall submit to DISTRICT monthly updates of the Design Schedule.

1.0.8 The Contract Documents

While this Architect Contract is a separate contract between DISTRICT and ARCHITECT, it is intended and understood by the parties that this Architect Contract is part of a comprehensive process that is intended to lead to DISTRICT entering into a contract with a contractor to successfully construct a work of improvement designed by ARCHITECT. The purpose of this Architect Contract is to promote and facilitate this result, and the content of the Contract Documents, defined herein below, that are in existence at the time this Architect Contract is entered into, coupled with those specific plans and specifications for the Project that ARCHITECT is being engaged to create, shall be and hereby are made a part of this Architect Contract. The rights and responsibilities of ARCHITECT and DISTRICT are agreed to be defined in this Architect Contract and the Contract Documents, along with application of California law. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Project. Terms shall have the following definitions:

- A. "Contract Documents" as used herein shall refer to those documents identified in Article 2 of the General Conditions of Construction, as well as the plans and specifications to be prepared by ARCHITECT and this Architect Contract.
- B. "Construction Documents" consist of the Drawings and Specifications.

- C. “Drawings” consist of all working drawings including elevations profiles, cross-sections and plan views as drawn by ARCHITECT.
- D. “Specifications” consist of the complete bound technical document, including special conditions, all technical requirements and addenda as assembled by ARCHITECT.
- E. “General Conditions” consist of contractual requirements provided to bidders on the Project entitled “General Conditions,” including all “Supplemental Conditions.”

If anything in the General Conditions, or in any supplementary general conditions, or in any general requirements set forth in any of the Drawings or Specifications is inconsistent with any provisions of this Architect Contract, this Architect Contract shall govern. Subject to these understandings, Architect's Contract Documents shall be construed as a whole according to their common meaning. The Drawings and Specifications shall be designed to be consistent with the General Conditions.

1.0.9 Relationship to DISTRICT

ARCHITECT and DISTRICT accept the relationship of trust and confidence established between them by the terms of this Architect Contract, and ARCHITECT agrees to use its professional skill and judgment to prepare a design that is internally coordinated and constructible, and to cooperate with the Contractor(s) in its responsibility to construct the Project in accordance with the Contract Documents by the established completion date for not more than the Construction Budget established by DISTRICT.

1.0.10 Responsibility of ARCHITECT

ARCHITECT shall faithfully, timely and with the necessary skill and ability, discharge the duties and responsibilities provided for by this Architect Contract to DISTRICT. ARCHITECT shall have no responsibility for instructions given to Contractor(s) by DISTRICT that do not arise from design-related issues. DISTRICT shall give a copy of such instructions to ARCHITECT at or near the same time they are given to Contractor(s). ARCHITECT shall report immediately to DISTRICT any instruction which ARCHITECT observes is contrary to the Contract Documents or will adversely affect the Project. DISTRICT has no obligations to ARCHITECT to discourage, indemnify from, or defend against claims of Contractor(s) or any subcontractors based upon any of the foregoing except when it is the sole fault of DISTRICT.

ARCHITECT is responsible to DISTRICT for providing Construction Documents that meet the stated purpose and use to which the Project is intended and also for ensuring that the Construction Documents provided to construct the Project are in compliance with all local, state and federal laws, regulations, and codes as well as that the documents provided are constructible, internally coordinated and are in compliance with the applicable standards of care and the requirements of this Architect Contract. ARCHITECT agrees that it shall timely discharge all duties under this Architect Contract and that all of its design subconsultants shall be bound to ARCHITECT to the same extent that ARCHITECT is bound to DISTRICT and that the standards of performance of all designers under this Architect Contract shall be the same.

1.0.11 Meetings

ARCHITECT and ARCHITECT's consultants shall attend such meetings with DISTRICT, and others as DISTRICT may require for completing the Project. These include, but are not limited to, Project meetings (including those required by Section 01 31 19 of Division 1 of the Contract Documents), and meetings with governmental, quasi-governmental and other authorities with jurisdiction over the Project. Project meetings will be scheduled by DISTRICT and are expected to be weekly during the Schematic Design and semimonthly during the Design Development Phase; during such phases there will be meetings with DISTRICT's technical staff on technical issues and with educational groups on programmatic issues. ARCHITECT will prepare and distribute minutes to all attendees for these meetings. During the Construction Documents Phase, meetings will be scheduled by DISTRICT at various intervals. ARCHITECT shall include the costs of attendance at all meetings identified herein within its Fee for Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 Programming

ARCHITECT shall work with DISTRICT during the Schematic Design phase to define spatial requirements and interrelationships to meet the educational, administrative and support requirements of the project. ARCHITECT shall review the site and existing facilities and provide a preliminary evaluation of the program and Project budget requirements, each in terms of the other, and submit a conceptual Project cost model for approval. DISTRICT shall furnish such existing information regarding preliminary planning documents, utility services and site features, related to the Project as are available from DISTRICT's records. ARCHITECT shall recommend which information should be relied upon and which should be subject to field verification based on the relative costs of investigation and the possible costs of later correction.

1.1.2 Construction Matters

ARCHITECT shall review with DISTRICT site use and improvements; selection of materials, building systems, and equipment; and discuss construction methods and methods of Project delivery.

1.1.3 Drawings and Specifications

Based on DISTRICT's program and Project budget requirements, ARCHITECT shall prepare, for review and acceptance by DISTRICT, Schematic Design Documents consisting of drawings, outline specifications, a general narrative description of basic systems and materials, and other documents illustrating the scale and relationship of Project components. Drawings will be prepared on standard 30" x 42" sheets. ARCHITECT shall first prepare drafts of Schematic Design Documents and review them with DISTRICT's Project management team.

1.1.4 Schematic Design Documents

ARCHITECT shall prepare all necessary Schematic Design Documents, including but not limited to, the following:

- A. Plot plan, based on site information from DISTRICT, indicating the proposed location of the building; major improvements such as proposed parking areas, walks, and location of exterior utilities and service lines.
- B. Floor plans showing all rooms and areas, entrances, exits, stairways, elevators, circulation corridors, toilet rooms, major mechanical and electrical areas. A Tabulation of Areas, including net and gross areas of the various parts of the Project shall be included.
- C. Building elevations showing, by block outline and breaks, the various building masses and how they coincide with the floor plans, including colors and typical fenestration pattern.
- D. Building sections showing floor-to-floor dimensions sufficient to indicate interface with existing structures.
- E. Preliminary drawings and descriptions of systems such as structural, electrical, mechanical, HVAC controls, plumbing, clock, paging, intercom, building protection, lighting, telecommunications and data, cable TV, closed-circuit TV, computer cabling, fire protection, fire and intrusion alarms, plumbing, special systems, gas, and others, and the general type and scope of construction and the equipment required therein.
- F. Statement of Probable Construction Cost ("Statement") based on the Schematic Design Documents and available data, including appropriate design and construction contingencies. This Statement shall identify the cost impact of the potential add-on concepts specified under Subparagraph H of this Article. This Statement shall be developed independently of any DISTRICT Estimate of construction costs ("Estimate") since DISTRICT may compare the Statement and the Estimate as a means of compiling more information regarding the actual cost of the Project. ARCHITECT and its cost consultant shall sign its Statement to indicate agreement with the data presented in the Statement. (See Article 4.)
- G. Updated Design Schedule, which shall include reasonably anticipated durations for review

by DISTRICT and third parties, including the Division of the State Architect (DSA).

H. Add-Ons: ARCHITECT shall propose and discuss with DISTRICT a range of possible alternatives. ARCHITECT's suggestions for alternatives shall maximize program content and describe their impact on the Project sufficient to increase or decrease the Statement of Probable Construction Cost by at least five (5%) percent.

1.1.5 Governmental Approvals

ARCHITECT shall in a timely manner provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT to DISTRICT, and ARCHITECT shall review the documents with the governmental authorities having jurisdiction over the Project.

1.1.6 Presentation Drawings

Concurrent with submission of Schematic Design Documents, or thereafter, as directed by DISTRICT, ARCHITECT shall prepare and submit Presentation Drawings consisting of:

A. Plans and elevations as described in 1.1.4 A, B, C, and D, above, and

B. One or two sketch perspectives, appropriately colored, showing materials to be used, in an easy-to-see and clear format and mounted on rigid board. Additionally, ARCHITECT shall prepare documentation describing the Project in layman's terms.

1.1.7 DISTRICT's Approval

ARCHITECT shall obtain DISTRICT's written acceptance of the Schematic Design Documents, including the drawings, system checklist, general description, Statement of Probable Construction Cost, the Tabulation of Areas, Design Schedule and the Project Development Schedule. ARCHITECT shall not proceed with the Design Development Phase until it has received DISTRICT's written authorization to proceed.

1.1.8 Copies

ARCHITECT shall submit one master set of copies of the Schematic Design Documents, outlined in 1.1.4. All drawing masters will be at a reduced size of 11 x 17.

1.1.9 State of California Approval

The Schematic Design Documents constitute a portion of the preliminary plans required to be submitted to the State of California for Project funding approval. DISTRICT, assisted by ARCHITECT, will submit and review the preliminary plans with State of California representatives as required in order to gain Project approval.

1.1.10 Construction Budget Determination

ARCHITECT shall prepare the Schematic Design Documents based on the preliminary Construction Budget given to ARCHITECT by DISTRICT at the commencement of the Project. Based upon State of California approval of the Schematic Design Documents, programmatic considerations, and approval of an overall Project budget, DISTRICT shall establish and notify ARCHITECT in writing of the Construction Budget which will govern the design of the Project up through and including the Bidding Phase. ARCHITECT shall provide a design which reasonably can be built within the Construction Budget.

1.1.11 Coordination with Construction Manager

ARCHITECT shall cooperate with DISTRICT's Construction Manager, if any.

1.1.12 Cost Determination

Upon completion of the Schematic Design Phase, ARCHITECT shall provide DISTRICT drawings, outline specifications, and other documents for use in preparing an independent revised Statement of Probable Construction Cost, and DISTRICT shall review its own Estimate and compare it to ARCHITECT's Statement of Probable Construction Cost. Any discrepancies between the Statement and the Estimate shall be identified in accordance with Article 4, Construction Cost.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Design Refinement

Based on the accepted Schematic Design Documents and any adjustments authorized by DISTRICT in the program or the Project Construction Budget, ARCHITECT shall prepare, for acceptance by DISTRICT, Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be required. The process for developing Design Development Documents shall be similar to the interactive process used in the Schematic Design Phase, involving semi-monthly group meetings and meetings on special issues.

1.2.2 Design Development Documents

ARCHITECT shall prepare from the approved Schematic Design Documents, all necessary Design Development Documents, which shall include but not be limited to the following:

A. Architectural Drawings

- (1) Plot plan showing proposed parking, exterior utilities, sidewalks, other site improvements, grades and drainage.
- (2) Floor plans, including roof, showing space assignments, sizes, and location of installed, fixed and moveable equipment which affect the design of the spaces, and the tabulation of areas, including net and gross areas of various parts of the Project. Floor plans should include utility system outlets (electrical, telecommunications, mechanical, plumbing, computer, etc.) to facilitate furniture and equipment layout and interior design.
- (3) Building elevations indicating exterior design elements and features including fenestration, colors, materials, mechanical and electrical features appearing on walls, roofs, and adjacent areas.
- (4) Interior elevations to establish functional requirements, equipment, and systems locations.
- (5) Typical building sections showing structural members, dimensions, accommodation of functional systems and other dimensions sufficient to indicate interface with existing structures.

B. Structural Drawings

- (1) Plans and sections of sufficient clarity to show the extent and type of structures and foundations.
- (2) Details and notes to show that the structure conforms to the provisions of applicable codes and is otherwise sufficient.
- (3) Notes to indicate foundation and structural design complies with the requirements of soils analysis and applicable seismic requirements.
- (4) Notes on provisions to meet special requirements such as vibration and acoustical constraints.
- (5) Calculations-Legible sheets showing the structural engineering calculations for all structural components of the Project.

- C. Mechanical Drawings
- (1) Plans showing single line layouts with approximate sizing of major duct and piping systems on architectural plan backgrounds.
 - (2) Plans showing space assignment, sizes, and outline of central heating, cooling and ventilation equipment.
 - (3) Sections through critical areas showing coordination of architectural, structural, mechanical, and electrical elements.
 - (4) Riser diagrams showing plumbing, HVAC and special process piping distribution systems.
 - (5) Notes on provisions to meet special requirements such as vibration and acoustical constraints.
 - (6) Design calculations for equipment, duct and piping sizing, life cycle costs analyses for recommended and alternative systems, and energy conservation measures.
 - (7) Plans showing HVAC controls for each mechanical system to include a list of input/output devices, control schematics for each mechanical system, a written sequence of operations and functional logic diagrams to define the sequence of operation for programming all controls.
- D. Electrical Drawings
- (1) Plans showing space assignments, sizes, and outline of fixed equipment such as transformers, switchgear, and generator sets.
 - (2) Riser diagrams for construction, showing arrangements of feeders, subfeeders, bus ducts, load centers, and branch circuit panels.
 - (3) Typical lighting layout coordinated with previously established ceiling system.
 - (4) Typical electrical plan layout showing switches, outlets, etc.
 - (5) Typical electrical plan layout showing fire alarm, telecommunications, data, access and security systems to include a listing of devices, system schematics and sequence of operations for each system
- E. Outline Specifications
- (1) Architectural -- Revised and expanded general description of the construction, including structural, interior and exterior finishes (including color), types and locations of acoustical treatment, typical and special floor and wall coverings.
 - (2) Mechanical -- Description of air-conditioning, heating, and ventilation systems, HVAC/EMS controls and commissioning and duct, and piping systems, including provisions to meet any special criteria such as acoustic, air changes, filtration, humidity, vibration isolation, and temperature controls.
 - (3) Electrical -- Description of electrical services, including voltage, type and number of feeders, lighting system, including lighting levels, fire alarm, telecommunications, data, and security systems as applicable.
 - (4) Equipment -- Recommendations to DISTRICT for purchases of specific equipment based upon Project requirements, DISTRICT's needs, and ARCHITECT's evaluation of the suitability, efficiency and durability of the equipment.

F. Statement of Probable Construction Cost based on Design Development Documents and available data. This Statement shall include an estimate of the cost impact of the add-on alternatives specified in Subparagraph H of this Article, and, again, shall be developed independently of DISTRICT's Estimate, if any. ARCHITECT and its cost consultant shall sign the Statement of Probable Construction Cost to indicate agreement with the data presented in the Statement.

G. Design Schedule updated monthly for any changes.

H. Add-Ons -- ARCHITECT shall propose and discuss with DISTRICT a maximum of five possible add-on alternatives sufficient to increase or decrease the Statement of Probable Construction Cost by at least five percent (5%). ARCHITECT's suggestions for add-on alternatives shall maximize program content, and describe their impact on the Project.

I. Value Analysis - Provide short description of decisions made based on value benefit to the owner for major systems and equipment. Include reasoning behind decision.

J. Energy Studies - Provide energy studies in the form of calculation consistent with Title 24 of California Building Code, latest edition. Complete standard forms for DISTRICT's review.

K. Colored Rendering - Provide one colored rendering of professional quality after acceptance of design development. Rendering should be no larger than 24" x 36" and be of sufficient detail to show the intended character and color of the complete complex.

L. LEED Silver or Equivalent - ARCHITECT shall design the Project to a minimum standard of LEED Silver equivalent. The costs and fees for this design shall be included as part of the Basic Services of ARCHITECT. Acquisition of the LEED Silver equivalence is a material component of the design of the Project to DISTRICT and is specifically required as an essential element of the Project. Should the design produced by ARCHITECT fail to obtain this minimum standard, ARCHITECT agrees that it shall incur all costs, fees and damages to both re-design and retrofit the Project to achieve this minimum standard. Given that this Project is a public work, the parties agree that the sole remedy for the failure of the design to achieve this minimum standard shall be the cost of repair to actually obtain and achieve this minimum standard and not diminution in value, which is agreed to be inapplicable.

1.2.3 Governmental Submissions

ARCHITECT shall in a timely manner provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT and shall assist DISTRICT in applying for and obtaining required approvals from all applicable governmental agencies.

1.2.4 Coordination with Construction Manager

ARCHITECT shall involve DISTRICT's Construction Manager wherever possible in the design process and shall provide Design Development Documents for Construction Manager's review, at intervals appropriate to the progress of the Design Development Phase.

1.2.5 Cost Determination

Upon completion of the Design Development Phase, ARCHITECT shall provide DISTRICT drawings, outline specifications, and other documents for use in preparing an independent revised Statement of Probable Construction Cost, and DISTRICT shall review its Estimate and compare it to ARCHITECT's Statement of Probable Construction Cost. Any discrepancies between the Statement and the Estimate shall be identified in accordance with Article 4, Construction Cost.

1.2.6 Copies

ARCHITECT shall provide one set of reproducible Design Development Documents, one master of the updated Statement of Probable Construction Cost, one master of the updated Project Development Schedule, and one master of the Revised Tabulation of Areas for approval of and reproduction by DISTRICT.

1.2.7 DISTRICT's Approval

ARCHITECT shall not proceed to the Construction Documents Phase until ARCHITECT has secured DISTRICT's written acceptance of the Design Development Documents, updated Statement of Probable Construction Cost and Revised Tabulation of Areas, updated Design Schedule, updated Project Development Schedule, and DISTRICT's instructions to so proceed.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Design Refinement

Based on the accepted Design Development Documents, DISTRICT's comments, and changes in the Project requested by DISTRICT, ARCHITECT shall prepare for acceptance by DISTRICT Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. DISTRICT shall schedule regular and special meetings to be attended by ARCHITECT and (as appropriate) its consultants to review the progress of Construction Documents and discuss and resolve specific issues.

1.3.2 Services

ARCHITECT shall provide all necessary services during the Construction Documents Phase, which ordinarily consist of the following.

- A. ARCHITECT shall prepare Drawings and Specifications sufficient for contractors to perform the Work including but not limited to:
 - (1) Architectural drawings, details and specifications.
 - (2) Plans showing installation of major systems and equipment.
 - (3) Structural plans, details, calculations and specifications.
 - (4) Mechanical and HVAC controls, details and specifications including full HVAC controls design, airflow specifications and procedures for balancing and commissioning systems.
 - (5) Electrical and telecommunications/data plans, details and specifications including complete and functional communications infrastructure system to provide voice and data communications to and through-out the building.
 - (6) Electrical and low voltage plans, details and specifications including complete and functional infrastructure system to provide access and security systems to and throughout the building
 - (7) Automatic fire protection and life safety specifications and requirements.
 - (8) All appropriate schedules for building systems, such as doors, hardware, finishes, windows, etc.
 - (9) Special conditions.
- B. Finishes: Prior to the completion of the Construction Document Phase, ARCHITECT shall select finish materials and colors to be incorporated in the work and shall prepare schedules of such materials and colors for DISTRICT's approval. The schedule shall note any materials or finishes which will involve extraordinary delays in delivery. Interior design services of any broader scope shall be an Additional Service.
- C. At the time Construction Documents are seventy percent (70%) complete, ARCHITECT shall so notify DISTRICT and furnish documentation sufficient to allow DISTRICT or its

Construction Manager to prepare an updated estimate to identify significant changes from previously-furnished construction cost estimates.

D. Upon completion of Construction Documents, ARCHITECT shall prepare and submit to DISTRICT an updated Statement of Probable Construction Cost.

E. ARCHITECT shall provide DISTRICT with monthly updates of the Design Schedule.

F. ARCHITECT shall deliver to DISTRICT at intervals of 50, 70, and 100 percent completion the Construction Documents so as to allow for DISTRICT to review them for content. At least one special meeting, per submission, shall occur, to address the content of the submissions and DISTRICT's observations.

1.3.3 Completion of Construction Document Phase

At the completion of the Construction Documents Phase, ARCHITECT shall provide DISTRICT a transmittal letter communicating that upon DSA approval ARCHITECT reasonably believes that the Construction Documents prepared by ARCHITECT and its consultants are consistent with the approved Project Scope, are internally consistent and coordinated between the various disciplines, that they are complete and are constructible, and can be used to construct the Project within the budget provided by DISTRICT. The signing and sealing of the plans and specifications is understood to be a representation in furtherance of the content of the required transmittal letter. To the extent that ARCHITECT (and its consultants) do not believe that Construction Documents are consistent with the approved Project Scope, are internally coordinated and complete, are constructible, and can be used to construct the Project within the approved budget, ARCHITECT shall not transmit them to DISTRICT, shall not sign and seal the plans and specifications, and shall revise the Construction Documents to the required standards.

1.3.4 Add-on Alternatives

ARCHITECT shall consider a maximum of five add-ons in the preparation of the Construction Documents. The Construction Documents shall be drawn in such a way as to minimize, to the extent practical, the subsequent cost of drawing fully detailed add-on alternatives. ARCHITECT shall provide, as a Basic Service, full detailed and biddable maximum of five alternatives sufficient to cover the anticipated risk that the actual construction cost as established by bids will exceed ARCHITECT's Statement of Probable Construction Cost.

1.3.5 Governmental Approvals and Plan Checks

ARCHITECT in a timely manner shall provide architectural drawings, narrative description, and other pertinent data prepared by ARCHITECT to DISTRICT, shall file the required documents for the acceptance of the design by DISTRICT, and shall assist DISTRICT in filing any necessary documents for procuring the approval of any governmental authorities having jurisdiction over the Project. To the extent changes to the Construction Documents are required as a result of review comments, ARCHITECT shall swiftly perform such changes and the costs shall be included in the Fee for Basic Services.

1.3.6 Cooperation with DISTRICT's Construction Manager

ARCHITECT shall consult with DISTRICT's Construction Manager regarding any changes in requirements or in construction materials, systems or equipment as the Drawings and Specifications are developed. Final changes, listed to identify impacts on construction cost, shall be provided to DISTRICT by ARCHITECT.

1.3.7 DISTRICT's Acceptance

ARCHITECT shall obtain DISTRICT's written acceptance of each package of the Construction Documents, a final Tabulation of Areas, the updated Design Schedule, updated Project Development Schedule and the final Statement of Probable Construction Cost.

1.3.8 Copies

ARCHITECT shall provide DISTRICT with one hard copy of the construction documents and one electronic PDF file of the construction documents suitable for reproduction.

ARCHITECT shall provide DISTRICT with a complete Revit BIM Model. The BIM Model shall be an accurate representation of the construction documents. The BIM Model's sheets shall match the hard copy plans sheet titles and sheet numbers exactly. The BIM Model's contents shall not conflict with the construction

documents. The BIM model shall be developed using object-based elements only, such as columns, walls, doors, etc. along with their associated parametric information. The BIM model Level of Development (LOD), the level of completeness to which a Model Element is developed, shall be LOD 300, as defined in AIA G202-2013. The BIM Model is for DISTRICT use and is not intended to be shared with the General Contractor.

1.4 BIDDING PHASE

1.4.1 Assistance with Bidding

ARCHITECT shall assist DISTRICT in identifying and evaluating potential bidders, obtaining bids or negotiated proposals, including rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form. ARCHITECT shall assist DISTRICT in conducting pre-award bid tours and conferences with potential bidders.

1.4.2 Services

Unless otherwise directed by DISTRICT in writing, ARCHITECT shall:

- A. Review and comment upon the following documents to be provided by DISTRICT:
 - (1) Invitation to Bid
 - (2) Instructions to Bidders
 - (3) Proposal Format
 - (4) Contract Agreement
 - (5) General Conditions
 - (6) Construction Administration Procedures
- B. Coordinate these "front end" documents with the approved Drawings, Special conditions, specifications and information developed by ARCHITECT and bid alternates into a complete Bid Packages.
- C. Prepare any required Addenda to the Bid Packages.
- D. Assist in the pre-bid conference and walk-through, if required, including giving a technical narrative of the Project scope.
- E. Prepare written answers to questions, addenda, interpretations, and clarifications in a timely manner.
- F. Assist DISTRICT with a written analysis and recommendation of the bids and any alternatives included in each bid.
- G. Assist DISTRICT in any negotiations with bidders.

1.5 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 Duration

The Construction Phase will commence with the award of the Construction Contract and will terminate when ARCHITECT completes all services set forth in this Article and Article 1.6.

1.5.2 Administration

Unless otherwise provided in this Architect Contract and incorporated within the Contract Documents, ARCHITECT shall, in cooperation with DISTRICT, provide administration of the contracts for construction (the work) as set forth below, and of the General Conditions.

1.5.3 Meetings, Instructions

ARCHITECT shall advise and consult with DISTRICT during the Construction Phase. Meetings shall be held between DISTRICT, ARCHITECT and the Contractor(s) on a weekly basis. ARCHITECT shall provide minutes to DISTRICT and Contractor. ARCHITECT shall have authority to act on behalf of DISTRICT only to the extent provided in the Contract Documents unless otherwise modified by written instrument.

1.5.4 Observations

ARCHITECT and consultants shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of construction of the Project (the Work) and to determine and to advise DISTRICT in writing if the Work is proceeding in accordance with the Contract Documents. This includes site visits by ARCHITECT on a timely basis appropriate for approvals required of ARCHITECT as specified in the Contract Documents. All site visits shall be documented in a field report recording the observations and shall be provided to DISTRICT within three (3) business days of the visit. ARCHITECT and/or its engineering consultants shall review for conformance with specifications field tests and equipment performance tests and observe the start up and check-out of major and specialized systems, such as air conditioning and heating systems including boilers, pumps and air handling equipment, and energizing of switchgear. These requirements include, without limitation, a review by ARCHITECT's electrical consultant prior to energizing any electrical system to determine that the equipment and installation complies with the intent of the Contract Documents and specifications where observable or visible for inspection. Based on such onsite observations, ARCHITECT shall keep DISTRICT informed of the progress and quality of the Work, and shall endeavor to guard DISTRICT against, defects and deficiencies in the Work.

1.5.5 Construction Responsibility

ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor(s)'s failure to carry out work in accordance with the Contract Documents. ARCHITECT shall be available on site to the Contractor(s) as reasonably required to provide interpretation of the Drawings and Specifications.

1.5.6 Access

ARCHITECT shall at all times have access to the Work wherever it is in the preparation or progress.

1.5.7 Payment of Certificates

Based on ARCHITECT's observations at the site, and an evaluation of the Application for Payment, ARCHITECT shall assist DISTRICT in determining the amounts owing to the Contractor(s) each month. ARCHITECT shall review and recommend Certificates for Payment from Contractor(s).

1.5.8 Extent of Assistance by ARCHITECT

ARCHITECT shall assist DISTRICT in ascertaining that, to the best of ARCHITECT's knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon completion), to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion; and that the Contractor(s) is entitled to payment in the amount certified upon delivery of the appropriate lien waivers.

1.5.9 Interpretation

ARCHITECT shall be the interpreter of the requirements of the Drawings and Specifications. ARCHITECT shall render written interpretations necessary for the proper execution or progress of the work with reasonable promptness but in any event not more than five (5) work days following written request of either DISTRICT or the Contractor(s). Interpretations with cost implications shall be subject to approval by DISTRICT.

1.5.10 Form of Interpretations

Interpretations and decisions of ARCHITECT shall be consistent with the intent of and reasonably inferable from the Contract Documents, and shall be in written or graphic form or both as required. Clarifications and additional details or drawings required to clarify ambiguity in the Drawings and Specifications in order to accomplish the work are not an Additional Service. Responses to requests for information ("RFI's") shall be issued, in writing, promptly,

and in a complete and comprehensive manner. ARCHITECT shall provide responses to all RFI's no later than fifteen (15) calendar days from receipt.

1.5.11 Rejection of Work

ARCHITECT may recommend that DISTRICT reject work of the Contractor(s) which does not conform to the Contract Documents. Whenever in ARCHITECT's reasonable opinion it is necessary or advisable for the implementation of the intent of the Contract Documents, ARCHITECT may recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed, or completed.

1.5.12 Responses to Requests for Information and Submittals

ARCHITECT shall receive requests for information ("RFI's") and submittals (including shop drawings, product data and samples) from the Contractor(s) and shall, with reasonable promptness so as to not cause delay (but in no event longer than the time permitted by the General Conditions of the Contract Documents, the terms and conditions of which are expressly incorporated herein), review and respond to the submissions. With respect to RFI's, ARCHITECT shall respond with sufficient detail and clarity to answer the inquiry and permit the work to proceed. To the extent ARCHITECT needs to have one or more of its subconsultants respond in order to have the response be complete, ARCHITECT shall coordinate the same to timely respond. With respect to submittals, ARCHITECT shall review or take other appropriate action, but only for conformance with the design concept of the Project, and with the provisions and intent of the Contract Documents. ARCHITECT shall upon receipt of submittal immediately send a copy of all submittal material to DISTRICT.

1.5.13 Changes by ARCHITECT

ARCHITECT may recommend to DISTRICT minor changes in the work not involving an adjustment in the contract price or an extension of the contract completion date and which are not inconsistent with the intent of the Contract Documents. Following approval by DISTRICT such changes shall be effected by written field order issued to the Contractor(s) with a concurrent copy to DISTRICT.

1.5.14 Warranties and Manuals and Project Close-Out Documentation

ARCHITECT shall receive from the Contractor(s), and review and forward to DISTRICT for DISTRICT's retention and use, written warranties and related documents assembled by the Contractor(s), as well as all Project close out documentation required pursuant to Section 01 78 00 of the Contract Documents. ARCHITECT's mechanical and electrical engineering consultants shall review the operation and maintenance manuals on all mechanical, electrical and related systems.

1.5.15 Modification of Duties

The extent of the duties, responsibilities and limitations of authority of ARCHITECT as a representative of DISTRICT during construction shall not be modified or extended without written agreement between DISTRICT and ARCHITECT.

1.5.16 Contract Beneficiaries

ARCHITECT's contractual relations extend only to DISTRICT, and the services under this Architect Contract are intended to be performed for the benefit only of DISTRICT.

1.5.17 Progress Reports

ARCHITECT shall prepare and submit to DISTRICT monthly progress reports, which are to include evaluation of the Project Development Schedule, status of field orders, change orders, shop drawing, submittals, etc. These reports shall be in a format approved by DISTRICT.

1.5.18 Drawings (As-Built)

1.5.18.1 As-Built Drawings

As-Built Drawings: Also sometimes called "Redline drawings," are drawings created by the General Contractor, and through a person skilled in drafting and knowledgeable of the conventions of the trades involved made to scale and during the course of construction to accurately record the location (measured from building corners or other permanent monuments), sizes and nature of elements of the Project as it was

actually constructed by the General Contractor and subcontractors showing changes to the drawings and specifications. DISTRICT's Inspector of Record and ARCHITECT shall review the Contractor's as-built drawings at monthly site visits, based on the Inspector of Record's observations and ARCHITECT site visits, and the as-built drawings shall become a condition of the monthly Contractor's payment. Upon completion of the Work, the Contractor(s) shall forward the as-built drawings, annotated specifications, operations and maintenance manuals to ARCHITECT with its certificate as to their accuracy. Submission shall be made to DISTRICT prior to certification of the Contractor(s) Application for Final Payment.

1.15.18.2 Record Drawings and BIM Model

Record Drawings: Upon completion of the as-built drawings by the Contractor, ARCHITECT shall prepare for DISTRICT a set of record drawings. ARCHITECT shall rely on the accuracy of the as-built drawings and the notations made by the Contractor and Inspector of Record. The record drawings shall indicate significant construction changes in the Work and final locations of hidden building systems including electrical, mechanical, plumbing, low voltage, and subsurface utilities. ARCHITECT shall then provide DISTRICT with one copy of the record drawings, on 20# bond paper, and one electronic copy of the record drawings in ".PDF" format at 200 dpi minimum resolution.

ARCHITECT shall provide the DISTRICT with an updated BIM Model, based on the BIM Model described in section 1.3.8 Copies. The updated BIM Model shall indicate significant construction changes in the Work and final locations of hidden building systems including electrical, mechanical, plumbing, low voltage, and subsurface utilities.

1.5.19 Construction Schedules

If requested by DISTRICT, ARCHITECT shall, as part of Basic Services, review and comment upon construction schedules prepared by the Contractor(s). ARCHITECT shall review and comment upon the report of the Contractor(s), as to any variations from the construction schedule.

1.5.20 Web-based Project Management Systems

ARCHITECT will, in collaboration with DISTRICT, ARCHITECT's consultants, and the Contractor, use DISTRICT's web-based Project management software system to administer the construction phase of the PROJECT. This will include the processing, distributing, implementing, and collaborating of all items described in Article 1.5 and Project documentation to include, but not limited to, Specification and Drawings, Requests for Information, submittals, meeting minutes, change order proposals, change orders, payment requests, field direction, Architectural Supplemental Information, etc.

1.6 POST CONSTRUCTION PHASE - CORRECTION OF DEFECTS

1.6.1 Interpretation

During all periods of guarantee of the work provided for in the contracts with the Contractor(s), ARCHITECT shall act as DISTRICT's advisor for the purpose of securing correction of any and all defects and deficiencies covered during the guarantees. ARCHITECT shall also assist DISTRICT by providing interpretation of the Drawings and Specifications where requested.

1.6.2 Eleven Month Review

Eleven (11) months following completion and prior to the expiration of any guarantees, ARCHITECT and all its consultants shall visit the Project with DISTRICT and:

- A. Review the work and identify observable defects and deficiencies.
- B. Evaluate the performance, durability, and appearance of installed products, materials, and systems as they relate to suitability for the use intended and to DISTRICT's construction budget.
- C. Evaluate the Project's function and DISTRICT's use of the Project as reflections of the original program intent; and
- D. Submit a written report to DISTRICT within ten (10) calendar days of the site visit concerning the foregoing.

ARTICLE 2 - ADDITIONAL SERVICES

2.0 Authorization Required

DISTRICT may require ARCHITECT to perform additional services beyond the Basic Services described in Article 1.0.1 or elsewhere in the Architect Contract. ARCHITECT shall not begin work on and will not be paid for any additional services unless DISTRICT and ARCHITECT have approved in writing a description of the services and the cost. The following are examples of additional services that could be approved:

2.1 Inventories

Providing detailed quantity surveys or inventories of materials, equipment or systems other than those required as a Basic Service in order to select materials, equipment and methods.

2.2 Fire

Providing consultation concerning replacement of any Work damaged by fire or other causes beyond the control of ARCHITECT during construction.

2.3 Defaults of Others

Providing services made necessary, without fault of ARCHITECT, by default of the Contractor(s); major defects or deficiencies of the Contractor (s) or failure of performance by the Contractor(s).

2.4 Consultants

Providing services of consultants for other than Basic Services.

2.5 Changes

Making revisions to previously approved Drawings, Specifications or documents as a result of increasing or decreasing the Project Budget or to accomplish changes requested by DISTRICT and assisting the Contractor(s) in preparing change orders to accomplish such revisions, when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are due to other causes beyond the reasonable control of ARCHITECT. Preparing Drawings, Specifications and supporting data and providing other services in connection with such change orders. However, change orders and related services necessitated by an error or omission or conflict or inconsistency caused by ARCHITECT shall be provided without additional cost; provided however that the performance of such services shall not be an admission of liability by ARCHITECT. In the event of dispute over the cost of or responsibility for a change order, ARCHITECT shall prepare the document pending resolution of the dispute in accordance with Article 15.

2.6 Other Services

Providing any other services not otherwise included in, and not reasonably inferable from, this Architect Contract and not customarily furnished in accordance with generally accepted architectural practice. These include, without limitation, the design of future facilities not included in the Project, dynamic structural analyses, phasing, and the provision of services after the completion of Basic Services.

ARTICLE 3 - DISTRICT'S RESPONSIBILITIES

3.1 Program

DISTRICT has provided and will continue to provide information regarding requirements for the Project, including an initial program. DISTRICT may provide a Project construction budget and full information regarding DISTRICT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, systems and site requirements, and a list of special equipment. DISTRICT's requirements may be further defined during the Development Design Phase.

3.2 DISTRICT Project Manager

DISTRICT shall designate a person as the representative authorized to act in DISTRICT's behalf with respect to the Project ("Project Manager"), which person may be replaced upon written notice to ARCHITECT.

3.2.1 Project Team

DISTRICT Project Manager will be supported by DISTRICT's Project Team during the course of this Architect Contract, who will be delegated specific responsibilities. The Team composition and general areas of responsibility will include DISTRICT staff members as appropriate to the phases of the Project.

3.3 Review of Documents

DISTRICT shall examine the documents submitted by ARCHITECT and shall render decisions pertaining thereto.

3.4 Site Survey

DISTRICT shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site.

3.5 Soils

DISTRICT shall furnish the services of geotechnical engineers or consultants when such services are reasonably required and deemed necessary by ARCHITECT or as required by local or state codes. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations of determining subsoil, air and water conditions, with reports and appropriate professional recommendations, or as may be recommended by ARCHITECT.

3.6 Utility Survey

DISTRICT shall furnish a survey of the existing known utilities of the site, including location, size, inverts and depths.

3.7 Testing

DISTRICT shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

3.8 Legal, Accounting

DISTRICT shall furnish its own legal, accounting and insurance counseling services, including auditing services, as DISTRICT may desire.

3.9 Notice of Defects

If DISTRICT observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, DISTRICT shall give prompt written notice to ARCHITECT. However, DISTRICT's failure to give such notice shall not eliminate the obligations of ARCHITECT regarding the administration of the construction of the Project or other obligations under the Contract Documents; nor require DISTRICT to make inspections.

3.10 Advertising

DISTRICT shall pay the cost of any advertisements for bids that may be required by DISTRICT.

3.11 Bid Documents

DISTRICT shall provide copies of samples of the documents listed in Article 1.4.2.A.

ARTICLE 4 - CONSTRUCTION COST

4.1 Definition

Construction Cost as used in this Article 4 shall be the total construction cost of the lowest responsible bidder as of the time construction bids are received, including all fees, compensation, overhead, bonds, contingency and profit of the Contractor(s) and all general conditions items, and excluding any contingency maintained by DISTRICT. Probable construction cost, as used hereinafter, shall be ARCHITECT's best estimate of said total construction cost.

4.2 Estimates of Construction Cost

4.2.1 Statements of Probable Construction Cost

All Statements of Probable Construction Cost ("Statements") prepared by ARCHITECT or Estimates of Construction Cost ("Estimates") prepared by DISTRICT shall be in a mutually agreed upon format so they may be directly compared. The Statements and the Estimates shall be independently prepared by ARCHITECT and DISTRICT at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% Construction Documents and at 100% Construction Documents. ARCHITECT and DISTRICT will perform a final reconciliation of the Statement of Probable Construction Cost and the Estimate of Construction Cost after the documents have been reviewed/approved by the DSA to allow for any changes made during the DSA review period. The Statements and the Estimates shall identify any contingencies as a separate line item. ARCHITECT shall supply DISTRICT upon request all material relied upon in producing the Statements.

4.2.2 Time of Preparation

ARCHITECT shall prepare Statements of Probable Construction Cost, at the end of the Schematic Design Phase, at the end of the Design Development Phase, and at 50% Construction Documents and at 100% Construction Documents.

4.3 DISTRICT's Construction Budget

4.3.1 Amount

DISTRICT has a Construction Budget, (the "Construction Budget") as set forth in attached Exhibit E, including a design contingency. ARCHITECT shall designate in its initial Statement a design contingency within the Construction Budget.

4.4 Responsibility for Construction Cost

4.4.1 Estimation, Reliance

ARCHITECT (or its consultant) is a construction industry professional skilled in construction cost estimating and/or has added to its design team members another industry professional skilled in construction estimating. It is recognized that ARCHITECT has no control over the cost of labor, materials or equipment, over bid prices, or other competitive bidding, market or negotiating conditions which may vary from any Statement or Estimate. Nonetheless, DISTRICT shall be entitled to rely upon the Statements and Estimates in making decisions regarding the Project.

4.4.2 Consultation and Reconciliation

At the time of each preparation of the Statements and Estimates for the Project, ARCHITECT and DISTRICT shall consult with each other to attempt to explain and resolve the differences between their independently prepared Statements and Estimates. ARCHITECT and DISTRICT will conduct cost reconciliation meetings at the end of the Schematic Design Phase, at the end of the Design Development Phase, at 50% Construction Documents, and at 100% Construction Documents to compare DISTRICT's cost estimate and ARCHITECT's cost estimate to ensure accuracy and compliance with the construction budget. If at the conclusion of the estimate reconciliation, the reconciled construction estimate is greater than five percent (5%) over the established Construction Budget, ARCHITECT will develop and propose cost reduction measures in order to realign the design with the established construction budget. This conduct shall be undertaken by ARCHITECT at no additional expense to DISTRICT. ARCHITECT will provide DISTRICT with a detailed report of all proposed cost reduction measures for DISTRICT review and approval.

4.4.3 Resolution of Final Statement of Probable Construction Cost Prior to Bids

If prior to bidding any bid package, ARCHITECT's final Statement exceeds the Construction Budget for that portion of the Work, ARCHITECT shall propose alternatives or shall propose revisions which, when agreed upon, shall be incorporated in the bidding documents at no additional cost to DISTRICT. If after consultation and reconciliation with DISTRICT, in accordance with Article 4.4.2 there remains a difference between ARCHITECT's Statement and DISTRICT's Estimate, ARCHITECT has the right to rely on ARCHITECT's Statement. Such reliance shall in no way relieve ARCHITECT of the obligation to modify the Drawings and Specifications for rebidding or negotiation if the final Bid Price, obtained by bidding consistent with the Project Schedule, and including alternatives described above, is more than five percent (5%) above, or more than five percent (5%) below the Construction Budget. Prior to bid, DISTRICT may, however, direct ARCHITECT to prepare further bid alternatives. If the Bid Price for a bid package on which DISTRICT requested additional bid alternatives exceeds the Construction Budget for that work by less than five percent, then ARCHITECT will not be compensated as an Additional Service for preparing the

requested bid alternatives. If the bid price for a bid package on which DISTRICT requested additional bid alternatives is less than the construction budget by more than five percent (5%), then ARCHITECT shall be compensated, on a time and expense basis, as an Additional Service for preparing the requested bid alternatives.

4.4.4 Bid Price

The Bid Price shall be the price for all work to be done in the construction of the Project including the items listed in Article 4.1. The Bid Price is the lowest competitive bid submitted by a responsible contractor, as determined by DISTRICT.

4.4.5 Bid Price with Alternatives Is Above or Below Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule, and modified by exercising all alternatives approved by DISTRICT exceeds the Construction Budget by five percent (5%) or is less than the construction budget by more than five percent (5%), ARCHITECT after consultation with DISTRICT shall at its own expense promptly modify the Drawings and Specifications to reduce, or increase the construction cost such that the revised Bid Price is within the Construction Budget. ARCHITECT shall evaluate in writing the impact of each modification, which shall be subject to DISTRICT's approval. ARCHITECT shall provide all appropriate assistance in rebidding or negotiation of bids.

4.4.6 Bid Price Exceeds Budget

If the Bid Price, obtained by bidding consistent with the Project Schedule and Scope, exceeds the Budget and DISTRICT chooses to award the Project ARCHITECT is not entitled to additional fees due to the increased construction cost.

ARTICLE 5 - RELATIONSHIP OF DISTRICT, ARCHITECT AND CONSTRUCTION MANAGER

5.1 Team Concept

DISTRICT and ARCHITECT (collectively, the "Team") shall function as a team to design and construct the Project as expeditiously as possible to maximize the program content within the fixed budgetary limits established by DISTRICT. In general, ARCHITECT shall be the Team leader with respect to design matters and DISTRICT shall be the Team leader with respect to construction matters. Notwithstanding the foregoing, ARCHITECT acknowledges and agrees that it shall be solely responsible for the content of the design of the Project.

5.2 Coordination with Consultants

DISTRICT may, at its sole discretion, employ the services of separate consultants, such as interior designer, acoustic engineers or a consultant on energy conservation. ARCHITECT shall cooperate with the consultants by including them in meetings and providing information pertaining to their specialties. Any differences of opinion between any consultant and ARCHITECT or DISTRICT's Construction Manager and their consultants shall be resolved by DISTRICT.

ARTICLE 6 – TIME

6.1 Avoiding Delays

Time is of the essence in this Architect Contract.

6.2 Design Schedule

The Design Schedule (see Article 1.0.7) shall not be exceeded by any party for its respective tasks. The Design Schedule may be adjusted as the Project proceeds as required due to causes other than the negligence of ARCHITECT and beyond the reasonable control of ARCHITECT, including allowance for DISTRICT or governmental or other authorities or entities having jurisdiction over the Project. Subject to the foregoing limitations, ARCHITECT agrees to perform all Basic Services and Additional Services with respect to the Project in order to meet the Design Schedule.

6.3 Notice of Delay

ARCHITECT shall, immediately upon ascertainment, notify DISTRICT in writing of any delay in: (i) the preparation and/or production of any of ARCHITECT's documents hereunder, (ii) the performance by DISTRICT's consultants, (iii) ARCHITECT's services, or (iv) in connection with any matter attended to by ARCHITECT or with

which ARCHITECT is familiar (whether or not as the result of an act or omission of another) which would affect or delay the Design Schedule or the Project Development Schedule. ARCHITECT shall consult and advise with DISTRICT in connection with any such delay and its effect on the Design Schedule and shall take such action on DISTRICT's behalf as DISTRICT may request in accordance with the terms and conditions of this Architect Contract.

6.4 Specific Response Times

ARCHITECT shall strictly comply with the response times set forth in the Contract Documents, and to the extent a specific response time is not expressed for a particular response by ARCHITECT, DISTRICT shall, after discussion with ARCHITECT, establish response time standards for ARCHITECT's performance of services. These specific response times shall be considered reasonable and ARCHITECT will not exceed them unless, at the time of the action which necessitates a response, it indicates that a longer response time is necessary and gives a written explanation of the reasons why an extended response time will be needed. Any extension of the response time must be approved by DISTRICT. Insufficiency of personnel shall not be an adequate excuse for delay by ARCHITECT or its consultants.

6.5 Delays

If the Work of ARCHITECT is delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to the Project by reason of fire or other casualty or other causes beyond the reasonable control of ARCHITECT (including failure of DISTRICT or its consultants to respond in a timely manner) and not due to the willful or negligent act or omission, financial inability, or default of ARCHITECT, or events reasonably foreseeable to ARCHITECT, then upon the written request of ARCHITECT to DISTRICT the time for completion under the Design Schedule shall be appropriately extended by the number of working days of delay actually so caused. Provided, however, no such extension shall be made or allowed unless a written request therefore is made within ten (10) calendar days after the event or occurrence giving rise to the delay. In the case of a continuing cause of delay only one request shall be necessary, which request shall affirmatively state the delay is a continuing one and the reasons therefore. All delay request or notices hereunder shall describe the nature of the delay and estimate the probable effect of such delay on the progress of the work. The effect of any delay shall also be shown on the latest Design Schedule.

ARTICLE 7 - ARCHITECT'S FEES

7.1 Basic Services

DISTRICT shall pay ARCHITECT for all Basic services under this Architect Contract the sum of the amount set forth in the attached Exhibit F.

7.2 Payment for Basic Services

Subject to DISTRICT's right to withhold for stated reason(s), DISTRICT shall make payments to ARCHITECT monthly upon receipt of ARCHITECT's statement on account of compensation for Basic Services, and the amount of the payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator less 5% retention. The payments shall be such that the total of all payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to ARCHITECT at various phases for Basic Services:

Schematic Design Phase completed	10%
Design Development Phase completed	30%
Construction Documents Phase completed	70%
Bidding Phase completed	75%
Construction Phase completed	95%
Close-out/Post-Occupancy Phase	100%

7.2.1 Payment Retention

DISTRICT shall retain five percent (5%) of payment as it falls due to ensure performance of all work covered by this Architect Contract. The retention amounts will be paid to ARCHITECT upon the Project's completion.

7.2.2 Final Retention Payment

Subject to DISTRICT's right to withhold for stated reason(s), final retention payment to ARCHITECT shall become due immediately following approval of the Project's Notice of Completion by DISTRICT Board of Trustees.

7.2.3 Termination

If ARCHITECT's services are terminated by DISTRICT at the completion of the Schematic Design Phase, the maximum obligation of DISTRICT to ARCHITECT shall be as set forth in attached Exhibit F, plus the approved Reimbursable Expenses incurred and Additional Services performed before the date of termination.

7.3 Compensation for Additional Services

7.3.1 ARCHITECT

For Additional Services of ARCHITECT, as described in Article 2 and including Additional Services of consultants, compensation shall be computed as follows:

- A. Principals' time and time of other employees at the fixed hourly rate set forth on attached Exhibit G hereto.

7.4 Invoices

DISTRICT shall pay for Additional Services and Reimbursable Expenses monthly upon presentation and verification of ARCHITECT's statement of services rendered using the invoice form provided in EXHIBIT "H". Payment shall be made within 30 days after (a) receipt of ARCHITECT's invoice or (b) date payment is due, whichever is later. ARCHITECT shall submit invoices for Additional Services and Reimbursable Expenses within sixty (60) days after rendering such services and incurring such expenses. ARCHITECT's invoices for Reimbursable Expenses shall be at 1.10 times the amounts actually and reasonably expended.

7.5 Election Not To Pay/Effect of Payment

If DISTRICT believes it has grounds to withhold any payment(s) from ARCHITECT, DISTRICT shall provide written notice and the details of its position. The payment by DISTRICT of any amount pursuant to Architect Contract shall not be a waiver of DISTRICT's right to claim entitlement to damages, offsets or return of any payment made.

7.6 Suspension

If the Project is suspended in whole or in part for more than four months, ARCHITECT shall be compensated for all services performed prior to receipt of written notice from DISTRICT of such suspension, together with Reimbursable Expenses due. If the Project is resumed after being suspended for more than four months, ARCHITECT's compensation shall be equitably adjusted. The term "suspension", as used herein, excludes review time by third-parties (e.g., DSA), as well as bid advertising and/or bid protest periods.

7.7 Limitation

The fee for Basic Services provides payment in full for all costs incurred by ARCHITECT in the performance of this Architect Contract, unless reimbursement is specifically provided for elsewhere in this Architect Contract. Costs not to be reimbursed include, but are not limited to, correction of errors or omissions, conflicts or inconsistencies, local telephone calls, postage, and expressage. ARCHITECT shall not perform work which involves a change in any fee without prior written agreement from DISTRICT as to the amount of adjustment to the fee. Work performed by ARCHITECT without such written approval will be at ARCHITECT's sole cost. Adjustment of ARCHITECT's Basic Services Fee requires amendment of the Architect Contract and shall be made only if DISTRICT materially increases or decreases the scope of work, or suspends, extends or terminates ARCHITECT's services in which case fees will be adjusted as set forth in this Architect Contract. Acceptance of final payment under Articles 7.2 or 7.2.1 by ARCHITECT shall be conclusive that DISTRICT has performed all its obligations under this Architect Contract and shall release DISTRICT from all claims except those previously asserted by ARCHITECT in writing and still unresolved.

ARTICLE 8 - REIMBURSABLE EXPENSES

8.1 General

Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and shall be

actual expenditures made by ARCHITECT and ARCHITECT's employees and consultants in the interest of the Project for the expenses listed in the following Articles. All expenses incurred or which reasonably can be inferred from the conduct of Basic or Additional Services are included in the fees quoted therefore and no other expenses shall be reimbursed by DISTRICT except as described in the following Articles to the extent they are actually and reasonably incurred and approved in advance in writing by DISTRICT.

8.1.1 Transportation Expenses

Transportation when traveling in connection with the Project, provided that such travel is outside the Greater Sacramento area and has the specific prior written authorization of DISTRICT.

8.1.2 Excess Reproduction Expense

Expense of reproductions of drawings, specifications and other documents furnished at the end of each phase, requested by DISTRICT in excess of those furnished as a Basic Service. Reproduction of working documents during design phases for DISTRICT and consultants shall be furnished as part of Basic Services.

8.1.3 Additional Services Expenses

Expense of data processing and photographic production techniques when used in connection with Additional Services and authorized in writing in advance.

8.1.4 Models

Expense of models and mockups specifically requested by DISTRICT and prepared by independent contractors, but specifically excluding study models.

8.1.5 Overtime

If authorized in writing in advance by DISTRICT, the expense of overtime work requiring higher than regular rates. ARCHITECT shall be responsible for all overtime work required to meet its Basic Service obligations within the Design Schedule in accordance with Article 6.2. Any general authorization of work shall not be an authorization of overtime work unless the inclusion of overtime Work is clearly identified and DISTRICT has received an estimate of the cost of the overtime work prior to the approval.

8.1.6 Additional Insurance

Expense of any additional insurance coverage or limits, including professional liability insurance, specifically requested by DISTRICT in writing in excess of that set forth in Article 13.

8.1.7 Other

Expense of special mailing, special delivery and similar other expenditures incurred at DISTRICT's request.

8.1.8 Overhead

DISTRICT shall reimburse only for actual out-of-pocket costs and not for indirect costs or overhead.

ARTICLE 9 - ARCHITECT'S ACCOUNTING RECORDS

9.1 Maintenance of Records

Records of Reimbursable Expenses, Additional Services and any other charges based upon hourly rates or expenses of ARCHITECT shall be kept in accordance with generally accepted accounting principles consistently applied and all records of ARCHITECT pertaining to the Project shall be available to DISTRICT and DISTRICT's authorized representative during normal business hours. DISTRICT shall be allowed to make copies of any of the foregoing records. ARCHITECT shall preserve all such records for a period of three years after final payment to ARCHITECT under this Architect Contract.

9.2 Payment without Prejudice

DISTRICT's payments to ARCHITECT for Basic Services, Reimbursable Expenses, Additional Services or other payments based upon ARCHITECT's records shall be without prejudice to DISTRICT's right to an examination of ARCHITECT's records relating to the Project as well as without being a waiver of DISTRICT's right to seek reimbursement or assert a claim..

9.3 Audits

At any reasonable time within three (3) years after final payment to ARCHITECT, and upon ten (10) days prior written notice to ARCHITECT, DISTRICT may cause an audit to be made of the records relating to the Project for any period covered by this Architect Contract, except as provided in 9.4 below, the cost of such audit shall be paid by DISTRICT. The subject matter of the audit is as provided in Section 32 of the General Conditions of the Contract Documents

9.4 Cost of Audit

If it shall be determined as a result of such audit that there has been an overcharge to DISTRICT when such overcharge is in excess of five percent (5%) of the amount paid by DISTRICT for Basic Services, Reimbursable Expenses, Additional Services or other charges based upon ARCHITECT's records for the period covered by the audit, ARCHITECT shall also pay to DISTRICT the cost of the audit, in addition to any refund of overcharges. To the extent an overcharge triggering repayment occurs, ARCHITECT shall issue the repayment within ten (10) calendar days.

ARTICLE 10 - OWNERSHIP AND USE OF DOCUMENTS

ARCHITECT shall retain copies of all Drawings and Specifications for information and reference in connection with DISTRICT's use and occupancy of the Project and services rendered by ARCHITECT hereunder. ARCHITECT shall not use the drawings or plans produced for DISTRICT on any other Project without DISTRICT's prior written consent. ARCHITECT shall defend and indemnify DISTRICT from any claim that such documents infringe the copyright or trade secrets of another. DISTRICT shall own all rights, title and interest in all Drawings and Specifications provided under this Architect Contract, including all rights under state and Federal copyright and intellectual property laws. DISTRICT may reproduce, distribute and make any use of such documents whether or not the Project is executed without further compensation to ARCHITECT, provided that DISTRICT shall hold ARCHITECT and its consultants harmless for DISTRICT's use of drawings for purposes not related to this Project.

ARTICLE 11 - TERMINATION

11.1 DISTRICT's Right to Terminate for Default

Whenever, in the opinion of the DISTRICT, the ARCHITECT has failed to perform pursuant to the terms and conditions of this Architect Contract, including timely performing its obligations, or otherwise is in breach of this Architect Contract, the DISTRICT may give written notice of at least five (5) days to the ARCHITECT that if the default(s) is (are) not remedied within a specified time in such notice, the DISTRICT shall have the right to terminate the right of ARCHITECT to further proceed and the ARCHITECT shall, upon receipt of such notice of termination, act in accordance with this Article.

ARCHITECT shall expressly include in each subconsultant agreement the following words: "Subconsultant expressly acknowledges and agrees that its right to proceed under this Agreement is subject to DISTRICT's right to terminate ARCHITECT's right to proceed as expressed in Article 11.1 of DISTRICT/ARCHITECT agreement. Should DISTRICT elect to exercise its right to terminate ARCHITECT's right to proceed, Subconsultant nevertheless agrees that it: (a) shall immediately cease all further performance (in accordance with DISTRICT's directive to ARCHITECT); or (b) shall continue to perform pursuant to the election of DISTRICT to have the Subconsultant continue to perform in which case Subconsultant's agreement with ARCHITECT shall be expressly assigned to DISTRICT and Subconsultant shall perform its further services directly to DISTRICT unless and until DISTRICT retains another architect and assigns the Subconsulting agreement to the replacement architect."

11.1.1 Delivery of Files

Upon such termination, the DISTRICT shall be provided with 100% of the electronic and written files and materials relating to the Project and scope of the Agreement and the DISTRICT may take possession of the same and use all or any part of the materials so received.

11.1.2 Payment

If ARCHITECT's control over the work set forth herein is terminated as provided above, the ARCHITECT shall not be entitled to receive any portion of the amount to be paid under this Agreement until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the DISTRICT in finishing the

scope of work hereunder, plus any and all damages sustained by the DISTRICT, the excess not otherwise required by this Agreement shall be paid to ARCHITECT. If the sum expended exceeds the unpaid balance, the ARCHITECT shall be liable to the DISTRICT for the amount of such excess.

11.1.3 Termination for Convenience

Notwithstanding the provisions of Article 11.2, DISTRICT may for its convenience and at its sole discretion at any time terminate ARCHITECT's services under this Architect Contract by giving written notice delivered personally or mailed to ARCHITECT at the address set forth in this Architect Contract. Upon receipt of such notice ARCHITECT shall forthwith discontinue the rendering of all services under this Architect Contract other than services necessary for an orderly windup of ARCHITECT's services. Any termination by DISTRICT pursuant to Article 11.2 which is found not to meet the requirements of Article 11.2 shall be deemed a termination pursuant to this Article 11.1.3.

11.2 Termination for Other than Default

In the event of termination for any reason other than the default of ARCHITECT, ARCHITECT shall be paid its compensation for services performed to the date of termination, including Reimbursable Expenses and Additional Services then due or which become due for windup, demobilization and all other cost and expenses of termination, as documented by ARCHITECT.

11.3 Documents/Models

In the event of termination of ARCHITECT's services under this Architect Contract by DISTRICT for any reason, productions of all finished or unfinished documents, cost estimates, studies, surveys, drawings, maps, models, photographs and reports prepared by ARCHITECT in connection with the Project and as part of this Work under this Architect Contract (other than internal memoranda) shall, at the option of DISTRICT, be delivered to DISTRICT by ARCHITECT promptly upon request by DISTRICT. All drawings shall be of high quality sepia with all work clearly legible.

11.4 No Release

The termination of this Architect Contract shall not relieve or release ARCHITECT from any liability to DISTRICT for damages sustained by DISTRICT by virtue of any breach of this Architect Contract by ARCHITECT.

11.5 Suspension

DISTRICT from time to time may instruct ARCHITECT to suspend all or any part of the Work for any length of time. Such instruction shall be by written notice delivered to ARCHITECT at least five (5) workdays before the suspension.

ARTICLE 12 - INDEMNITY

12.1 Indemnity

To the fullest extent permitted by applicable law, ARCHITECT shall indemnify, hold harmless, and defend DISTRICT and each of its officers, trustees, employees, agents, and volunteers, from any and all claims, liabilities, causes of action, litigation, arbitrations, demands, expenses, attorneys' fees, losses, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death, and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of any negligent act or omission, recklessness or willful misconduct, on the part of ARCHITECT, its officers, agents, employees, subcontractors, subconsultants, or any other person or entity for whom ARCHITECT is responsible, in connection with the performance of the Architect Contract. ARCHITECT's obligations under the preceding sentence shall apply regardless of whether DISTRICT or any of its officers, officials, employees, or agents are passively negligent, but shall not apply to any claims, liabilities, causes of action, litigation, demands, expenses, attorneys' fees, losses, fines, penalties, forfeitures, costs and damages caused by the active negligence or by the willful misconduct of DISTRICT. The obligations set forth in this Article shall not be limited by any insurance requirements as set forth in the Architect Contract.

12.2 Indemnity and Professional Liability

Specifically regarding professional liability, and to the fullest extent permitted by applicable law,

ARCHITECT shall indemnify, hold harmless, and defend DISTRICT, its officers, trustees, employees, agents, and volunteers from any and all claims, liabilities, causes of action, litigation, demands, arbitrations, expenses, attorneys' fees, losses, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by DISTRICT, ARCHITECT, or any other person, and from any and all claims, liabilities, causes of action, litigation, demands, expenses, attorneys' fees, losses, fines, penalties, forfeitures, costs, and damages arising or alleged to have arisen out of or in connection with the professional negligence, errors, conflicts and/or inconsistencies, omissions, recklessness or willful misconduct of ARCHITECT in the performance of the Architect Contract. The obligations set forth in this Article shall not be limited by any insurance requirements as set forth in the Architect Contract.

12.3 Limitation

Notwithstanding Articles 12.1 and 12.2, ARCHITECT's indemnity obligations shall not include indemnification for claims which arise as the result of the active negligence of DISTRICT, or the sole negligence or willful misconduct of DISTRICT, its agents, servants or independent contractors who are directly responsible to DISTRICT, or for defects in design furnished by such persons, other than ARCHITECT and its agents, consultants and subconsultants, or unless such claims arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of ARCHITECT. It is intended that this Article shall comply with California Civil Code § 2782, *et seq.*, inclusive of Civil Code § 2782.8, to the extent applicable to ARCHITECT's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

ARTICLE 13 – INSURANCE REQUIREMENTS

During the entire term of this Architect Contract, ARCHITECT shall maintain the following insurance:

13.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1) Insurance Services Office Form No. BCG 20101001 (Commercial General Liability);
- 2) Insurance Services Office Form No. CA 0001 (Ed. 1/87) (Automobile Liability, Code 1 “any auto”);
- 3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance;
- 4) Professional Liability (Errors and Omissions) insurance against loss due to error, omission or malpractice, unless waived by DISTRICT.

13.2 Minimum Limits of Insurance

ARCHITECT shall maintain limits no less than:

- 1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.
- 4) Professional Liability (Errors and Omissions): \$2,000,000 combined single limit per claim and \$2,000,000 aggregate.

13.3 Claims-Made Forms

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Architect Contract. Such insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Architect Contract.

13.4 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by DISTRICT in writing. Any

provision in any policy that provides that only the named insured may satisfy the deductible or self-insured retentions shall be unenforceable. DISTRICT shall be entitled to pay any deductible or self-insured retention to trigger duties of the insurer(s).

13.5 Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

A. General Liability and Automobile Liability Coverage:

i. DISTRICT, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of ARCHITECT; premises owned, leased or used by ARCHITECT. The coverage shall contain no special limitations on the scope of the protection afforded to DISTRICT, its officials, employees or volunteers.

ii. ARCHITECT's insurance coverage shall be primary insurance as respects DISTRICT, its officials, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officials, employees or volunteers shall be in excess of ARCHITECT's insurance and shall not contribute with it.

iii. Failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officials, employees or volunteers.

iv. Coverage shall state that ARCHITECT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. All Coverages: Each insurance policy required by this Architect Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to DISTRICT. In addition, ARCHITECT agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been given to DISTRICT and DISTRICT approves the reduction in coverage or limits in writing. ARCHITECT further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to DISTRICT and DISTRICT approves such increase in writing.

C. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A: VII. This requirement may however, be waived in writing in individual cases for Errors and Omissions Coverages only, provided, however, that in no event will a carrier with a rating of B: IX or lower be acceptable.

D. ARCHITECT shall, at a minimum, maintain in effect all insurance coverages, in the minimum limits required by this Agreement, for the following duration: the date this Agreement is entered into through the two year anniversary of the notice of completion of the construction of the Project being recorded by the DISTRICT.

ARTICLE 14 – CHANGES

14.1 DISTRICT May Direct

DISTRICT may, at any time, direct changes in the general scope of the services required by this Architect Contract, or in services previously approved in earlier phases. All DISTRICT directed changes shall be in writing specifying the change required.

14.2 ARCHITECT's Responsibility

Upon receipt of a written notice of a change, ARCHITECT shall estimate the hours and costs associated with the change. ARCHITECT shall prepare a written statement showing the impact of the change on the probable Construction Cost, on the Design Schedule, on the Project development schedule and on the functioning of the Project

as a whole.

14.3 Compensation

Once approved, ARCHITECT shall be entitled to compensation pursuant to Article 7.3 as an Additional Service in an amount that DISTRICT and ARCHITECT agree upon. In addition, DISTRICT shall adjust the Project Construction Budget, the Design Schedule and the Project development schedule by an amount determined by DISTRICT after consultation with ARCHITECT. However, ARCHITECT shall not be compensated for correction of deficiencies in Drawings, Specifications or other documents prepared or reviewed by it.

ARTICLE 15 – CLAIMS; DISPUTE RESOLUTION

A Claim is a written request by ARCHITECT, in accordance with the requirements set forth in this Article, to adjust, alter, modify, or otherwise change ARCHITECT's Fee or the Schedule for Completion, or both, or the terms, conditions and provisions of the Architect Contract. In strict accordance with the Architect Contract, each Claim must be stated with specificity and satisfy all requirements set forth in this Article. It is the intent of DISTRICT that all Claims arising under and by virtue of the Architect Contract shall be brought to the attention of DISTRICT at the earliest possible time in order that the matters may be resolved, if possible, or other appropriate action promptly taken, and, further, that all Claims shall be subject to the dispute resolution proceedings set forth in this Article. The Contractor may, at the request of DISTRICT, participate in any dispute resolution proceedings involving ARCHITECT, including mediation or litigation.

If any dispute arises between ARCHITECT and DISTRICT, ARCHITECT shall, unless DISTRICT instructs otherwise, continue performance of all obligations under this Architect Contract without cessation or delay pending resolution of the dispute, regardless of the size or nature of the dispute. Likewise, DISTRICT shall continue to make payments for undisputed amounts during such continued performance. ARCHITECT waives all rights to seek an injunction, temporary restraining order and any other relief which would stop or delay the progress of the Work.

15.1 Compliance with Conditions Precedent

No matter or issue may be considered as a Claim hereunder unless ARCHITECT has fully complied with all notice requirements and/or other procedures as may be applicable in accordance with the terms of this Architect Contract and all terms incorporated herein. All such applicable notice requirements and/or other procedures shall constitute conditions precedent to the assertion of any Claim(s) on behalf of ARCHITECT. ARCHITECT hereby expressly waives any Claim(s) of which ARCHITECT was aware, or should have been aware through the exercise of reasonable diligence, whether or not the exact amounts of such Claims were ascertainable, which was/were not submitted to DISTRICT prior to ARCHITECT proceeding to perform the Work, or portions of the Work, giving rise to such Claims.

15.2 Notice of Potential Claim

ARCHITECT shall submit to DISTRICT, within fifteen (15) days after the event or occurrence giving rise to a Claim, a Notice of Potential Claim ("NOPC") presented in strict accordance with this Article. The receipt by ARCHITECT of DISTRICT's final determination with respect to a request seeking an adjustment of ARCHITECT's Fee or the Schedule, or both, and/or any other action or conduct that may give rise to a Claim as defined in this Article, shall trigger the commencement of the time in which ARCHITECT must issue the NOPC. ARCHITECT hereby expressly waives all Claims not made within the aforesaid time limit.

15.2.1 Format of NOPC

Each written NOPC shall furnish the documentation to substantiate the request for time and/or money (or any other relief) in the following format:

- A. Introduction and Issue Identification;
- B. Narrative Background;
- C. Chronology of Pertinent Events and Facts;
- D. ARCHITECT's Position (Reasons for DISTRICT's Potential Liability or Basis for Relief)

Sought);

- E. Supporting Documentation of Merit;
- F. Supporting Documentation of Damages and/or Time; and
- G. Supporting Documentation and Explanation of Relief Sought.

15.2.2 Augmentation of Claims

Upon the written request of DISTRICT, ARCHITECT shall promptly augment or provide additional or further documentation, records, information or data regarding the merit and/or damages of any Claim(s) asserted.

15.2.3 Meet and Confer on NOPC

Within thirty (30) days after receipt of a written NOPC in strict compliance with this Article, representatives of DISTRICT and ARCHITECT shall informally meet and confer, in person, at the offices of DISTRICT, to attempt to resolve the matters and issues identified in the NOPC.

15.3 Notice of Claim

If ARCHITECT and DISTRICT are unable to resolve all disputed matters and issues through the informal meet and confer process described in Article 15.2.3, ARCHITECT shall submit a written Notice of Claim, certified under, and in strict accordance with, this Article, on or before the date ARCHITECT tenders its request for final payment to DISTRICT. A Notice of Claim may include multiple matters and issues; however, each Claim identified within the Notice of Claim must be separately identified and substantiated. Issues not separately identified and substantiated in the Notice of Claim will not be considered by DISTRICT. Claim documentation must be complete when submitted, and may not be augmented by ARCHITECT except with the advance written permission of DISTRICT. The evaluation of ARCHITECT's Claim will be based on DISTRICT's records and the documentation submitted in support of the Notice of Claim. ARCHITECT hereby expressly waives all Claims not timely submitted, in complete and proper form and in strict accordance with this Article, on or before the date of final payment.

15.3.1 Format of Notice of Claim

The written Notice of Claim shall conform to generally accepted accounting and auditing standards, and the documentation furnished by ARCHITECT to substantiate the Claim shall be in the following format:

- A. Introduction and Issue Identification;
- B. Narrative Background;
- C. Chronology of Pertinent Events and Facts;
- D. ARCHITECT's Position (Reasons for DISTRICT's Potential Liability or Basis for Relief Sought);
- E. Supporting Documentation of Merit;
- F. Supporting Documentation of Damages;
- G. Schedule Analysis and Time Impact Analysis (if an adjustment of Contract Time is sought); and
- H. Supporting Documentation and Explanation of Relief Sought.

15.3.2 Certification of Notice of Claim

The Notice of Claim shall be submitted with a claim certification, properly completed and executed by ARCHITECT or an officer of the ARCHITECT, in strict conformance with the following:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (ARCHITECT), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED NOTICE OF CLAIM FOR ADDITIONAL FEES AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET ESQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

The failure of ARCHITECT to timely submit the claim certification on the required form shall be sufficient cause for DISTRICT to reject the Notice of Claim submission, and in such case, ARCHITECT's Claim(s) shall be deemed waived.

15.3.3 Meet and Confer on Notice of Claim

Within thirty (30) days after receipt of a written Notice of Claim in strict compliance with this Article, and including the required claim certification, representatives of DISTRICT and ARCHITECT possessing full settlement authority shall informally meet and confer, in person, at the offices of DISTRICT, to attempt to resolve the matters and issues identified in the Notice of Claim. ARCHITECT's representative shall be an owner or officer of ARCHITECT. In the event that ARCHITECT and DISTRICT are unable to resolve all disputed matters and issues through the informal meet and confer process, DISTRICT shall publish a written response to ARCHITECT's Notice of Claim within fifteen (15) days after the conclusion of the meet and confer process, and DISTRICT's written response shall constitute the final written decision of DISTRICT with respect to the Notice of Claim. ARCHITECT further understands and agrees that submission of a Notice of Claim, in strict conformance with all of the requirements of these Architect Contract, and rejection of all or part of said Claim by DISTRICT, is a condition precedent to any action by ARCHITECT against DISTRICT, including but not limited to, the filing of a statutory claim pursuant to Government Code Section 900, and following, or the filing of a lawsuit against DISTRICT.

15.4 Mediation

DISTRICT and ARCHITECT (and Contractor and Contractor's surety or sureties, if requested by DISTRICT to participate) agree to engage in good faith efforts to seek to resolve any outstanding Claims by mediation prior to proceeding with further dispute proceedings. This includes any claims or contentions raised by DISTRICT which remain unresolved, as well as claims or contentions by Contractor. ARCHITECT further agrees to participate, if requested, in any mediation between Contractor and DISTRICT. Mediation is a non-binding process intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution. These provisions relating to consensual mediation shall not be construed or interpreted as mandatory arbitration.

15.4.1 Initiation of Mediation

Within ten (10) days after DISTRICT issues its final decision pursuant to Article 15.3.3 either party may initiate mediation of a Claim or dispute by notifying the other party, in writing, of its intent to mediate any Claim(s) denied or rejected by DISTRICT or dispute. ARCHITECT hereby expressly waives all Claims not timely submitted to mediation in accordance with Article 15.4.

15.4.2 Request for Mediation

A request for mediation must be in writing and set forth a brief statement that identifies the Claim(s), the asserted damages, the names, addresses, and phone numbers of the parties, and identify their authorized representative, if any, that will participate in the mediation.

15.4.3 Selection of Mediator

Upon receipt of a request for mediation, within fourteen (14) calendar days, the parties will meet and confer to select an appropriate mediator agreeable to all parties. If the parties cannot agree on a mediator, they hereby agree to accept a mediator to be appointed by a recognized alternative dispute resolution organization, such as the American Arbitration Association or JAMS, Inc. The parties agree that any neutral selected or appointed to preside over the mediation shall be an attorney admitted to practice law in the State of California or a retired judge, and he or she shall

possess at least 15 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation.

15.4.4 Times and Place of Mediation

The mediator, using advice and input from the parties, shall set the time of each mediation session, as well as the mediation protocol (i.e., submission of briefs, statement of damages, etc.). The mediation will be held at any convenient location agreeable to the mediator and the parties, as the mediator determines. All reasonable efforts will be made by the parties and the mediator to schedule the first session within thirty (30) calendar days after selection of the mediator.

15.4.5 Expenses of Mediation

All fees paid to the mediator, including any required traveling and other expenses of the mediator, will be shared equally among the parties to the mediation.

15.4.6 Termination of Mediation

The mediation may be terminated: (a) by the execution of a settlement agreement by the parties; (b) by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or (c) by a writing on behalf of a party or parties to the effect that the mediation proceedings are terminated.

15.4.7 Privileges and Protections

All meetings, communications and correspondence relative to the mediation procedures set forth in this Article 15.4 shall be subject to any applicable mediation or settlement-related privilege afforded under California law, including, without limitation, California Evidence Code Sections 1115, and following and Section 1152.

15.4.8 Statutory Claims Procedure

For purposes of the mediation procedure set forth in this Article 15.4, the running of the time period within which a claim (other than a tort claim) must be filed pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code shall be tolled from the time ARCHITECT submits a written request for mediation until the time that the mediation process is terminated. However, nothing in this provision is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

15.5 Presentation of Statutory Claim

If, at the termination of the mediation proceedings, the Claim(s), or any portion thereof, remain(s) in dispute, and as a condition precedent to the commencement by ARCHITECT of any litigation arising from or related to the Architect Contract, the provisions of California law applicable to the presentation of claims and prosecution of disputes by ARCHITECT shall apply to Claims asserted by ARCHITECT, including, without limitation, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. ARCHITECT shall be responsible to fully satisfy and comply with all such requirements as may be applicable with respect to any such Claim(s) presented by ARCHITECT.

15.6 Judicial Reference

The portions of this Article requiring the resolution of certain Claims and disputes pursuant to judicial reference shall be applicable to all litigation arising out of the Architect Contract involving DISTRICT, ARCHITECT, the Contractor and Contractor's surety or sureties. Any litigation arising out of the Architect Contract shall be brought in Sacramento County Superior Court ("Court"), and ARCHITECT expressly waives the removal provisions of California Code of Civil Procedure Section 394. ARCHITECT agrees that it may be made a party to any legal action involving the Contractor.

15.6.1 Governing Law

Any controversy or dispute between DISTRICT and ARCHITECT arising under or related to the Architect Contract, including, without limitation, Claim(s) asserted on behalf of ARCHITECT against DISTRICT to which Article 15.4 may apply, shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this Article 15.6. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee

determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

15.6.2 Commencement

The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento. Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

15.6.3 Referee; Reference

The referee appointed by the Court shall be an attorney admitted to practice law in the State of California, or a retired judge, and he or she shall possess at least 15 years' experience practicing law in the substantive areas of public contracting, public construction contracts and construction litigation and having significant experience representing public entities and private entities. The Court shall appoint only one referee. The Referee shall provide the disclosure required by California Code of Civil Procedure Section 1281.9, including the significant experience. Each party shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023, subject to a further cost allocation by the referee should the referee award costs, if any, to the prevailing party (however, attorneys' fees and expert costs shall not be awarded by the referee unless such an award is provided for in the Architect Contract or authorized by statute).

DISTRICT and ARCHITECT hereby waive a jury trial or proceeding in connection with any dispute or Claim(s) subject to this Article 15.6.

15.6.4 Location of Reference

All general reference proceedings hereunder shall be conducted in a mutually agreeable location within fifty miles of the City of Sacramento, State of California.

15.6.5 Discovery

Discovery shall be available as provided in the California Code of Civil Procedure. The general reference hearing must commence within one hundred eighty (180) days after appointment of the referee, and the hearing shall not exceed twenty (20) days in length absent the agreement of the referee.

15.6.6 Final Statement of Decision

The referee shall report his or her findings to the Court in the form of a final statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The referee's final statement of decision shall be binding upon DISTRICT and ARCHITECT provided that the parties first have an opportunity to comment on and seek changes to the proposed statement of decision. Upon filing of the final statement of decision with the clerk of the Court, or with the judge where there is no clerk, the Court may enter judgment hereon. The decision of the referee shall be appealable as if rendered by the Court.

15.6.7 Costs and Expenses

The referee shall be authorized to award costs of the general reference, including, the costs of the referee and related expenses, to the prevailing party. As between DISTRICT and ARCHITECT, the referee shall have the further authority to award attorney's fees or expert costs to the prevailing party absent express authorization to award attorneys' fees and expert costs to the prevailing party pursuant to Article 18.16 of this Architect Contract.

15.7 ARCHITECT's Representations and Warranty

ARCHITECT represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of costs, and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused delays on the progress of the Work. Accordingly, ARCHITECT agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or

inferences, segregates on a discrete, event-by-event basis the direct, actual costs associated with each individual request for adjustment to ARCHITECT's Fee or Schedule, or both.

15.8 Exclusive Remedy

ARCHITECT's performance of its duties and obligations specified in this Article 15 and submission of a claim as provided in this Article 15 is ARCHITECT's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of contract terms or other relief in contract or in tort arising from the Architect Contract. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Architect Contract) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Architect Contract, negligence or strict liability of DISTRICT, its representatives, consultants, or agents, or the transfer of the Work or the Project to DISTRICT for any reason whatsoever. ARCHITECT waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Strict compliance with the notice and claim submission procedures stated in this Article is a condition precedent to ARCHITECT's right to commence litigation, file a claim under the Government Claims Act or commence any other legal proceeding of any nature whatsoever. No claim or issue not specifically raised in a timely protest and timely claim submitted under this Article 15 may ever, under any circumstances, be asserted in any claim under the Government Claims Act, subsequent litigation or other legal proceeding of any nature whatsoever.

15.9 Disputes Involving Contractor

In the event that any Claim(s) asserted by ARCHITECT arise from or is/are related, in any manner, to conduct or actions for which the Contractor may be responsible, the parties acknowledge and agree that DISTRICT may, in its sole discretion, require the participation and/or joinder of the Contractor in any dispute proceeding under this Article. This right shall remain solely within the discretion of DISTRICT, and ARCHITECT shall have no rights under the Architect Contract to require or seek to compel the participation and/or joinder of the Contractor in any dispute proceeding under this Article.

15.10 Application of Article

The procedures and remedies set forth in Article 15 shall not apply to any claim by DISTRICT against ARCHITECT except, however, that any claim, demand, cause of action or damage asserted by DISTRICT against ARCHITECT shall be subject to the judicial reference requirements set forth at Article 15.6.

15.11 Provision of Services During Dispute

ARCHITECT and its consultants shall not withhold services, delivering Instruments of Service (e.g. CADD drawings) nor providing timely responses to RFI's or submittals or commenting upon payment applications, change orders, or any other Project-related issue(s) despite the existence of any dispute(s), and shall fully and timely perform notwithstanding the existence of one or more disputes.

ARTICLE 16 - STANDARDS OF PERFORMANCE; ERRORS, OMISSIONS, CONFLICTS, INCONSISTENCIES

16.1 Standard of Care

ARCHITECT and its consultants shall timely perform all services under this Architect Contract in a skillful and competent manner in strict accordance with standards of recognized Architectural and Engineering professionals engaged in the design of facilities similar to the Project at the time and place of performance. ARCHITECT shall be responsible to DISTRICT for all damages due to ARCHITECT's or ARCHITECT's consultants' failure to perform any or all services under this Architect Contract in accordance with these standards including but not limited to conformance with disabled access requirements. Neither review nor approval of ARCHITECT's or its consultants' work shall relieve ARCHITECT or its consultants from their duty to adhere to these standards of professional care in the performance of their duties. Services provided by ARCHITECT under this Architect Contract will be performed in a manner consistent with the professional level degree of care and skill ordinarily exercised by members of the profession. ARCHITECT shall provide the design, Working Drawings and Specifications and shall review the construction and installation of the Work to meet the requirements of the Construction Documents.

16.2 Errors, Omissions, Conflicts and Inconsistencies

ARCHITECT shall not be entitled to compensation for correction of any errors, omissions, conflicts and/or inconsistencies in the Construction Documents or for failure to perform services herein in accordance with Standards

of Performance set forth in Article 16. Errors, omissions, conflicts or inconsistencies of ARCHITECT that violate the standard of care set forth in Article 16 shall be at ARCHITECT's expense subject to the following:

If, as a result of any errors, omissions, conflicts, inconsistencies or negligent acts, for any of which ARCHITECT has legal responsibility, DISTRICT incurs an accumulation of excess costs over two percent (2%) of the actual Project construction cost, ARCHITECT shall bear the burden of such accumulation of excess costs over the 2% provided said accumulation of excess costs shall not include any improvement costs or betterment costs, and shall not exceed the difference between (1) the actual construction costs resulting from such errors, omissions, conflicts, inconsistencies or negligent acts, of ARCHITECT or ARCHITECT's consultants), and (2) an estimate of what such cost would have been at the time of the signing of the construction contract. ARCHITECT shall have no liability for any such costs that are less than two percent (2%) of the actual Project construction costs.

ARTICLE 17 - NOTICES

All notices or demands are not effective unless they are actually delivered or mailed, certified or registered mail, to the addresses given herein. A personally delivered notice is effective on delivery; a mailed notice is effective 48 hours after notice has been deposited in United States mailboxes postpaid and addressed as indicated herein. The addresses herein may be changed only by written notice given by such party in the manner provided above. Any managerial or supervisory employee of ARCHITECT at the above address is authorized to accept delivery. The addresses for delivery of notices pursuant to this Architect Contract are shown on the signature page of this Architect Contract (last page).

ARTICLE 18 - MISCELLANEOUS PROVISIONS

18.1 Successors and Assigns

DISTRICT and ARCHITECT, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Architect Contract and to the partners, successors, assigns and legal representatives of such other party with respect to covenants of this Architect Contract. Neither DISTRICT nor ARCHITECT shall assign or transfer any interest in this Architect Contract without the written consent of the other.

18.2 Exhibits

All Exhibits referred to are incorporated by reference.

18.3 Choice of Law and Forum

This Architect Contract shall be construed and interpreted in accordance with the laws, except such laws as may be denominated choice of law rules, of California. Subject to Article 15, any action to enforce or interpret this Architect Contract may be brought only in the courts of California. Venue for any and all dispute resolution shall be the county in which the work is performed.

18.4 Survival

Unless otherwise specifically provided, the covenants of this Architect Contract shall survive completion and acceptance of the Project by DISTRICT and shall continue until fulfilled.

18.5 Captions, Index

The captions and the index of this Architect Contract shall have no effect on its interpretation.

18.6 Singular and Plural

Where required by the context of this Architect Contract, the singular shall include the plural and vice-versa.

18.7 Severability

The unenforceability, invalidity, or illegality of any provision of this Architect Contract shall not render the other provisions unenforceable, invalid, or illegal.

18.8 Work Days

All reference to Work Days in this Architect Contract refers to calendar days excluding Saturdays, Sundays and holidays.

18.9 Registered Architects and Engineers

ARCHITECT agrees that all architectural and engineering Work under this Architect Contract shall be done by, or shall be reviewed and approved by, Architects and Engineers registered to practice as such by the State of California and qualified to do business in California. All drawings shall be signed by a principal of the firm who is registered by the State of California as a licensed professional.

18.10 Nondiscrimination

ARCHITECT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." ARCHITECT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the ground of race, color, national origin, ancestry, religion, sex, age, marital status, disability, veteran status, sexual orientation, or medical condition as defined in Section 12926 of the California Government Code. In all solicitations made by ARCHITECT for work to be performed under any subcontract, ARCHITECT shall notify each potential subconsultant of ARCHITECT's obligation under this Agreement and the Regulations. ARCHITECT shall not participate either directly or indirectly in discrimination prohibited by the Regulations

18.11 Independent Contractor

ARCHITECT is an independent contractor and is not a joint venturer, partner, agent or employee of DISTRICT.

18.12 Use of Name

ARCHITECT shall not use any name, trademark or service mark of DISTRICT without first having received DISTRICT's written consent to such use.

18.13 Compliance with the Laws

ARCHITECT agrees comply with all applicable laws and regulations.

18.14 Amendment, Waiver

None of the terms and conditions of this Architect Contract may be changed, waived or canceled orally or otherwise except in writing signed by the parties hereto, specifying such change, waiver or cancellation. A waiver of any breach of this Architect Contract shall not be deemed a waiver of any preceding or subsequent breach, whether similar or dissimilar.

18.15 Entire Agreement

This Architect Contract contains all the agreements of the parties, and supersedes all other written or oral agreements and cannot be amended or modified except by a subsequent written agreement executed by the party against whom it is sought to be enforced.

18.16 Attorney Fees

In any action brought by either party to enforce the terms of this Architect Contract, the prevailing party shall be entitled to recover its reasonable litigation fees and costs, which shall include reasonable attorney's fees, consultant and expert fees, and litigation costs.

IN WITNESS WHEREOF, the parties have executed this Architect Contract as of the date first given above.

DISTRICT:
LOS RIOS COMMUNITY COLLEGE DISTRICT
1919 SPANOS COURT
SACRAMENTO, CA 95825

ARCHITECT:
Name & Address of Architect

BY: _____
Mario Rodriguez
Associate Vice Chancellor, Finance

BY: _____

PROJECT SCOPE

Design and construction of Project Name

The Scope of the Project will be based on the Final Project Proposal (FPP) dated Date

Exhibit A

Project Scope

Project Name

Agreement for Architectural Services

Los Rios Community College District

ARCHITECT'S PROJECT PERSONNEL

PRINCIPAL:

PROJECT MANAGER:

PROJECT DESIGN ARCHITECT:

PROJECT LANDSCAPE ARCHITECT:

PROJECT INTERIOR DESIGNER:

CONSTRUCTION DOCUMENT REFINEMENT PERSONNEL (list as many as assigned):

Project Coordinator:

Production Support:

Quality Review:

PROJECT ORGANIZATION CHART:

Exhibit B

Architect's Project Personnel

Project Name

Agreement for Architectural Services

Los Rios Community College District

ARCHITECT'S CONSULTANTS AND THEIR KEY PERSONNEL

FIRM NAME:

CIVIL ENGINEERING:

STRUCTURAL ENGINEERING:

MECHANICAL ENGINEERING:

ELECTRICAL ENGINEERING:

COST ESTIMATING:

LANDSCAPING DESIGN:

OTHER CONSULTANTS:

CONSULTANT KEY PERSONNEL: Key personnel for each consultant listed above will be provided.

Key consultants are listed for each firm above. The identified consultant personnel will be maintained on the Project during all phases of service to the DISTRICT.

Exhibit C

Architect's Consultants and Their Key Personnel

Project Name

Agreement for Architectural Services

Los Rios Community College District

DESIGN/CONSTRUCTION SCHEDULE

Schematic Design and Design Development	(DATE RANGE)
Construction Documents	(DATE RANGE)
DSA & SCO Approvals	(DATE RANGE)
Bidding and Award (includes Board approval time)	(DATE RANGE)
Construction Administration	(DATE RANGE)
Post Occupancy Evaluation	(DATE RANGE)

Exhibit D

Design/Construction Schedule

Project Name

Agreement for Architectural Services

Los Rios Community College District

CONSTRUCTION BUDGET

The construction budget is \$Amount

Exhibit E

Construction Budget

Project Name

Agreement for Architectural Services

Los Rios Community College District

ARCHITECTURAL FEE SCHEDULE – Basic Services

- A. Basic Services Fee: The total fee for Basic Services is \$AMOUNT
- B. Additional specialty consultants as indicated in Exhibit G: The Total fee for additional specialty consultants is \$ (AMOUNT)
- C Total Fee (Basic Services + Special Consultants) \$ AMOUNT

The following are the total dollar amounts payable at the completion of each phase of the work. These amounts include Basic Services and additional specialty consultants:

Schematic Design and Design Development (Known as “P” phase of State funding):	30%	<u>\$AMOUNT</u>
Construction Documents and Bidding (Known as “W” phase of State funding)	45%	<u>\$ AMOUNT</u>
Construction Administration (Known as “C” phase of State funding)	25%	<u>\$ AMOUNT</u>
Total fee	100%	<u>\$ AMOUNT</u>

- D. ARCHITECT’s fee schedule for additional hourly services as approved by the DISTRICT is included in Exhibit G.

Exhibit F
Architect’s Fee Schedule—Basic Services
Project Name
Agreement for Architectural Services
Los Rios Community College District

ARCHITECT’S FEE SCHEDULE - ADDITIONAL SERVICES

Additional Specialty Consultants Total Fees (if applicable):

Total Lump Sum Fee for Specialty Consultants \$ AMOUNT

Hourly rate for additional services:

<i>Personnel Classification</i>	<i>Hourly Rate</i>
Sr. Principal	<u>\$RATE</u>
Principal	<u>\$RATE</u>
Senior Project Principal	<u>\$RATE</u>
Project Principal	<u>\$RATE</u>
Project Manager	<u>\$RATE</u>
Professional	<u>\$RATE</u>
Job Captain	<u>\$RATE</u>
Professional Staff	<u>\$RATE</u>
Senior Staff	<u>\$RATE</u>
Intermediate Staff	<u>\$RATE</u>
Staff	<u>\$RATE</u>
Administrative Assistant	<u>\$RATE</u>
Clerical	<u>\$RATE</u>

\

Exhibit G

Architect’s Fee – Additional Services
 Project Name
 Agreement for Architectural Services
 Los Rios Community College District

Exhibit H

Architect's Invoice Form

Project Name

Agreement for Architectural Services

Los Rios Community College District

(SEE ATTACHED)