

AGREEMENT BETWEEN CLIENT AND ARCHITECT
FOR CALIFORNIA SCHOOL PROJECTS

This AGREEMENT, made in 2 copies on the 23rd day of April 2021, By and Between the Willows Unified School District, hereinafter called the CLIENT and Rainforth Grau Architects, hereinafter called the ARCHITECT.

For the Following PROJECT: **Willows Intermediate School Gym HVAC Replacement - 1457**

DESCRIPTION: Replacement of existing HVAC units serving the multipurpose room. Work includes:

- Demolition of 3 existing units;
- Modifications to existing curbs with adapters;
- Installation of 2 new 12.5-ton single package air conditioners;
- Electrical and fire alarm connections to new equipment;
- Controls to be limited to in-room thermostats as site-wide energy management system is not in available at this site;
- Miscellaneous associated work.

NOW THEREFORE, The Client and Architect agree as follows:

1. BASIC SERVICES OF THE ARCHITECT:

A. Schematic Design Phase

- (1) The Architect shall prepare schematic design documents illustrating a recommended solution together with a general description of the project for approval by the Client.

B. Construction Document Phase (Final Plans)

- (1) The Architect shall prepare, from the Schematic Design documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, mechanical, and electrical service-connected equipment. The Architect shall also prepare necessary bidding information, general conditions of the contract, and supplementary conditions of the contract, and shall assist, if requested, the Client's legal advisor in the drafting of proposal and contract forms.
- (2) The Architect shall assist the Client in applying for and obtaining required approvals from applicable State agencies having jurisdiction. **Note: As this is a replacement in-kind of existing equipment, and does not add weight to the building structure, DSA review is not required.**

C. Bidding Phase

- (1) The Architect shall, if requested, endeavor to assist the Client in obtaining bids from contractors and assist the Client in awarding the construction contract.

D. Construction Phase

- (1) The Architect shall endeavor to provide technical direction to a project inspector if employed by and responsible to the Client, as required by applicable law.
- (2) The Architect will endeavor to secure compliance by contractors with the contract requirements, but the Architect does not in any way guarantee the performance of their contracts or the quality and timeliness of their work.
- (3) The Architect shall endeavor to provide general administration of the construction contracts, including periodic visits at the site, as he deems necessary to render architectural observation to determine general compliance with the plans and specifications, which is distinguished from frequent, in depth, and the continuous personal inspection of the Project; make regular reports, as may be required by applicable State agencies; keep the Client generally informed of the progress of construction; review schedules and shop drawings for general compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof; prepare change orders for written approval of the Client; examine contractors' applications for payments; issue certificates for payment in amounts approved by the Inspector and Architect; determine date of substantial completion; make final review and evaluation of the project; review written guarantees, instruction books, diagrams, and charts required of the contractors; and issue the Notice of Completion to the District and final certificate for payment.
- (4) The Architect, as part of his basic professional services, will provide advice to the Client on apparent deficiencies in construction following the Client's acceptance of the work and prior to the expiration of the one year General Construction Contract guarantee period of the project.
- (5) No other services are provided, unless requested by the Client in writing. Additional services will be invoiced on a time and materials basis.

2. EMPLOYEES AND CONSULTANTS

The Architect as part of the basic professional services, shall furnish at his expense the services of mechanical and electrical engineers, properly skilled in the various aspects of the design and construction of the Project required.

3. THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the Project, including realistic budget limitations and scheduling.
- B. The Client shall furnish a certified survey of the site, if required.

- C. The Client shall furnish chemical, mechanical, or other tests and any geotechnical reports required for proper design and construction, including any borings or test pits necessary for determining subsoil conditions.
- D. The Client shall furnish all inspection services.
- E. The Client shall furnish environmental investigations, studies and reports required to meet California Environment Quality Act (CEQA) requirements.
- F. The Client shall furnish all legal advice and services required for the project.
- G. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.
- H. During the Contractor's one year guarantee, the Client shall notify the Architect in writing of apparent deficiencies in material or workmanship.

4. ARCHITECTS COMPENSATION

The Architect agrees to perform professional services provided by this Agreement and any agreed upon scope of work and the Client agrees to pay the Architect for such services compensation in the amount of:

A lump sum fee of \$44,500 including mechanical and electrical engineering. The phase one fee of \$5,000 will be considered a part of this total fee.

5. PAYMENTS TO THE ARCHITECT

Payments on account of the agreed compensation in Article 4 shall be made upon presentation of Architect's monthly Invoice and Statement which will detail services rendered and expenses incurred by the Architect during the previous month's work. Payments to the Architect are due upon receipt and payable within 30 calendar days from the date of the invoice. If unpaid after 30 days, interest at 7% will accrue on any unpaid balance.

6. TERMINATION OF AGREEMENT

- A. The Client may terminate the Agreement on thirty (30) days written notice to the Architect for any reason provided that the Architect is compensated for all services completed to date in accordance with Section 6. B.
- B. In the event of such termination, the Client shall pay the Architect as full payment for all services performed and all expenses incurred under this agreement an amount the sum total of which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this agreement, plus any sums due the Architect for extra services agreed upon. In ascertaining the services actually rendered hereunder up to the date of

termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of the agreement or notice thereof, questions in dispute may be submitted to arbitration as provided in Article 12

7. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 17316 of the Education Code.

8. RE-USE OF DOCUMENTS

A. Not Used.

9. ADDITIONAL SERVICES

When services not noted above are found necessary or desirable, Architect shall present a written proposal listing the specific additional services and fee associated therewith. Client's signature applied thereto will indicate acceptance of Architect's proposal for Additional Services.

10. LIMITATION OF LIABILITY

The Client agrees to limit the Architect's liability to the Client and all construction contractors and subcontractors on the Project arising from Architect's breach of this Agreement, professional acts, errors, or omissions, such that the total aggregate liability of Architect to all those named shall not exceed \$100,000. The Architect shall carry insurance to protect himself from claims of professional errors and omissions during periods of construction and for two years after filing of the Notice of Completion.

In no event will the officers, directors, shareholders, owners, members, partners or employees of the Architect, or Architect's Consultants be personally liable for any obligation under this Agreement

Client and Architect agree that services performed by Architect under this Project Authorization are solely for the benefit of Client, and are not intended by either Client or Architect to benefit any other person or entity.

The Architect/Engineer hereby states, and the Owner acknowledges, that the Architect/Engineer has no professional liability (errors and omissions) or other insurance, from claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos and/or other hazardous waste materials. Accordingly, the Owner hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Architect/Engineer, his principals, employees, agents and consultants if such claim in any way would invoice the Architect's/Engineer's services for the investigation of or remedial work related to asbestos and/or other hazardous waste materials in the Project.

The Owner further agrees to defend, indemnify and hold the Architect/Engineer and his principals, employees, agents and consultants harmless from any such asbestos and/or other hazardous waste materials related claims that may be brought by third parties as a result of the services provided by the Architect/Engineer pursuant to this Agreement excepting only such claims arising out of the sole negligence or willful misconduct of the Architect/Engineer.

11. AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The ADA also provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and by individuals with disabilities. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use his reasonable professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The Architect, however, cannot and does not warrant or guarantee that the Client's project will comply with interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

12. MEDIATION AND ARBITRATION

A. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client and Architect agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. Any fees for the mediation shall be shared equally.

This provision shall not be interpreted to restrict the right of either party to file an action in Small Claims Court or to preclude or limit the Architect's right to record, perfect or to enforce any applicable lien or stop notice rights.

B. Questions in dispute under this Agreement which are not settled by mediation may if the parties agree be submitted to arbitration upon written approval of both parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same are not in conflict with the laws of the State of California.

C. Client will make no claim (whether directly or in the form of a third party claim) against Architect unless Client has first provided Architect with a written certification executed by an independent architect, with similar experience to the project.

- D. As between Client and Architect, for any claim by Client against Architect for breach of contract, negligence, or any other cause of action, the time to commence a claim or law suit shall commence from the earlier of (1) the date Client learns of the right to the cause of action or (2) no later than the date of substantial completion of the Project. Thereafter, Client shall have two years to commence an arbitration (if the parties agree) or a law suit against Architect.

13. ACCEPTANCE BY CLIENT

- A. If this Agreement and Proposal are not accepted by the Client within 45 calendar days, the Architect may declare them void.
- B. If the start of services are delayed more than 45 calendar days, through no fault of the Architect, the Architect may declare the Agreement and Proposal void or seek additional compensation.
- C. If services are suspended for more than 30 calendar days, through no fault of the Architect, the Architect may seek additional compensation.

14. ADDITIONAL PROVISIONS

The following amendments and/or additions are made a part of this agreement and shall be given effect notwithstanding any other provision contained herein:

- a. There are no additional provisions to this Agreement.

The Client and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the CLIENT and the ARCHITECT have executed this agreement the day and the year first above written.

ARCHITECT:
Jeffrey Grau #C14648
Principal Architect
Rainforth Grau Architects
2101 Capitol Ave., Suite 100
Sacramento, CA 95816

CLIENT:
Emmett Koerperich
Superintendent
Willows Unified School District
823 West Laurel Street
Willows, CA 95988

FEE SCHEDULE "Y"
Effective March 1, 2020

Architectural:

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|------------------------------------|----|-------------|
| Principal Architect | \$ | 215.00/hour |
| Associate Principal | \$ | 200.00/hour |
| Associate | \$ | 190.00/hour |
| Senior Architect / Project Manager | \$ | 180.00/hour |
| Architect II | \$ | 165.00/hour |
| Project Manager | \$ | 155.00/hour |
| Architect I | \$ | 145.00/hour |
| Job Captain II | \$ | 135.00/hour |
| Job Captain I | \$ | 120.00/hour |
| Designer | \$ | 100.00/hour |
| Graphic Designer | \$ | 135.00/hour |
| Interior Designer II | \$ | 135.00/hour |
| Interior Designer I | \$ | 100.00/hour |
| Project Management Assistant | \$ | 100.00/hour |
| Clerical | \$ | 95.00/hour |

Consultants: Consultant Billing x 115%

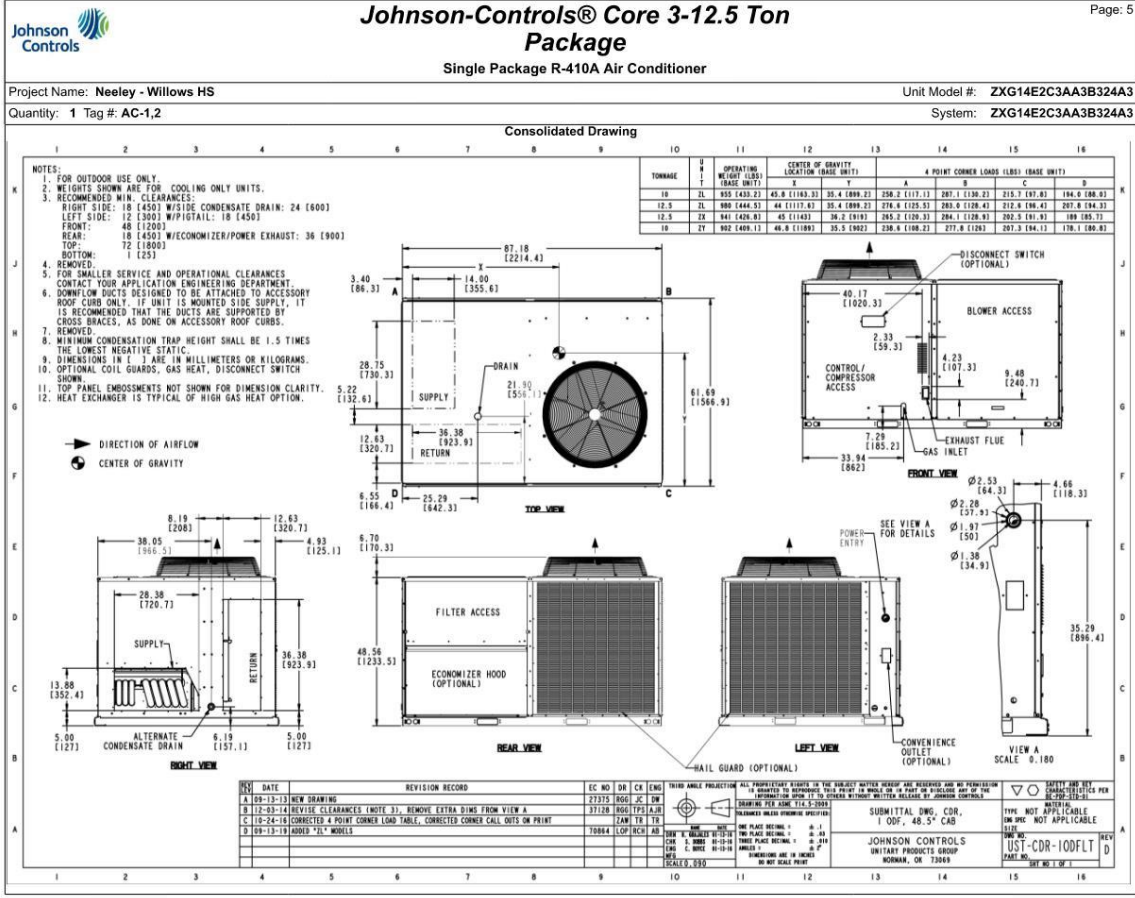
Other: Vehicle use (mileage): No Charge

Phone calls: No Charge

Mailing: No charge EXCEPT for "special express handling" when requested or necessary, which is billed at cost.

Printing: No charges for "in-house" or consultants check prints. Agency prints, Owner/Owner's Representative prints, Bid Documents, Submittals/Shop Drawings, Record Drawings and request prints are billed at printing invoice x 115%.

Fees Advanced: All fees paid in advance by the Architect will include a \$40.00 Processing and Handling Fee.



Information is subject to change without notice. Check local codes.

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