

**Article 5. Payments to Architect.**

- (a) **Payment of fees for Architectural Services** shall be paid by District to Architect monthly in arrears incrementally within the following phases as follows based upon the percentage of work completed:

Phase	% of Total Fees
1. Schematic Design Phase	15%
2. Design Development Phase	20%
3. Construction Document Phase	30%
4. DSA Approval	5%
5. Bidding Phase	5%
6. Construction Phase	22%
7. Closeout	3%

Architect shall not receive final payment until completion of all Architect's required duties.

- (b) **Payment of fees for Pre-Design & Programming and Initial Planning Phase of Project** shall not be required. In the event the District elects to proceed with the Schematic Design Phase and issues a written notice to proceed as described in Article 6 below, the Architect shall then be paid fees in accordance with the schedule set forth above.
- (c) **Payment of fees for Education Funding Services** shall be paid by District to Architect upon receipt of State funding apportionment to the District.
- (d) **Payment of reimbursable expenses** shall be made to the Architect on the basis of monthly invoiced as costs are incurred.
- (e) In order to receive payment, Architect shall present to District an invoice for payment for approval by District's authorized representative designating services performed, method of computation of amount payable, and amount payable.
- (f) Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon.
- (g) Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 8 hereof.

**Article 6. Instructions to Proceed.**

The Architect is not to proceed with performance of any services under this Agreement without first securing written authorization from the District to do so. District intends to issue two written notices to proceed for the services under this Agreement. The District's first notice to proceed shall direct the Architect to proceed with only the **Pre-Design & Programming Analysis services and Initial Planning Phase of Project** set forth herein. If the District, in its discretion elects to proceed with the remainder of the Project design services it will issue the Architect a second notice to proceed for the balance of the Project. As described in Article 5

**Sliding Scale in Contract**

\$500,000.00	9%	\$45,000
\$500,000.00	8.50%	\$42,500
\$1,000,000.00	8%	\$80,000
\$4,000,000.00	7%	\$280,000
\$4,000,000.00	6%	\$240,000
\$10,459,251.00	5%	\$522,963

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**\$20,459,251.00** **\$1,210,463**

**Prelim Est. GMP in LLB**

<b>Contractual Values based on LLB Prelim Est.</b>	
Schematic - completed	\$181,569
<b>Design Development</b>	<b>\$242,093</b>
Construction Documents	\$363,139
Agency	\$60,523
Bidding	\$60,523
Construction Administration	\$266,302
Close Out	\$36,314
	<b>\$1,210,463</b>