

ARCHITECTURAL SERVICES AGREEMENT

BETWEEN

NATOMAS UNIFIED SCHOOL DISTRICT (“DISTRICT”)

AND

BCA Architects

FOR

PERFORMANCE OF ARCHITECTURAL SERVICES

of the

**K-8 Conversions
American Lakes School
Bannon Creek School
Jefferson School**

ARCHITECTURAL SERVICES AGREEMENT

This Agreement is made and entered into this 8th day of May, in the year 2019, between the Natomas Unified School District (“District”), and BCA Architects (“Architect”). This Agreement shall include all terms and conditions set forth herein.

WHEREAS, District intends to perform K-8 Conversions at American Lakes School, Bannon Creek School and Jefferson School; and

WHEREAS, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I ARCHITECT’S SERVICES AND RESPONSIBILITIES

- A.** This Agreement shall contain the general duties and responsibilities of the Parties.
- B.** The Architect’s basic services shall consist of those services performed by the Architect, Architect’s employees, and Architect’s consultants, as enumerated in Articles II, III, and IV of this Agreement.
- C.** The Architect’s services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. Architect represents that it and its employees, agents, and subcontractors will follow the standards of their profession in performing all services under this Agreement provided by Architects practicing in the same or similar locality under the same or similar circumstances. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for District’s review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Project Schedule is set forth in Attachment “A”.
- D.** The Architect shall prepare schematic design, design development, and construction documents. The construction documents shall be submitted to the Division of the State Architect (“DSA”) for review and approval.

ARTICLE II SCOPE OF ARCHITECT’S SERVICES

- E. Description of Basic Services.** The Architect’s basic services include those services, as needed and described in this Article, and include architectural, structural, mechanical, plumbing and electrical engineering, (including low voltage-services, as necessary to produce a complete and accurate set of Construction Documents defined as including, but not limited to, the following: review of the agreement between District and Contractor awarded the Project (“Contractor”), review of the general and supplementary conditions of the Contract between District and Contractor, and preparation of drawings, specifications, addenda, and other

documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract. In addition to the Basic Services and for a separate fee, the Architect will also provide civil engineering, landscape and irrigation design, building fire sprinkler system engineering and off-site site utility coordination / utility service upgrade engineering and commissioning services. A more detailed description of the Project is attached hereto as Attachment "B".

F. Required Approvals. The Architect shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction ("OPSC") and DSA.

G. Utility Review. The Architect, based on available documents from the District and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project. If, in the Architect's professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the Architect shall notify the District in writing.

H. Planning Surveys. *This work has been completed in Schematic Design Phase.*

I. Coordination Meetings: The Architect shall attend regular Project coordination meetings between the Architect, its consultants, the District's representative(s), and other consultants of the District during Project development.

J. Drawing Revisions. The Architect shall make revisions in Drawings, Specifications, the Project Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by District.

K. Programmatic Changes. The Architect shall provide services required due to programmatic changes in the Project prior to the end of the Design Development Phase, including but not limited to size, quality, complexity, or the method of bidding, or negotiating the Contract for construction.

L. Cost Estimates. The Architect shall prepare detailed estimates of construction cost for review and comment by the District.

M. Not used

N. Not Used.

O. Interior Design. The Architect shall provide interior design and other services required for, or in connection with, code required graphics and signage, to include building name signage and room number signage.

P. Material Quality. To the extent the Architect is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the Architect shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for

carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the Project to ensure that they meet the design intent and specifications.

Q. Material Consistency. The Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of Public Contract Code section 3400.

R. No Asbestos. The Architect shall certify to the best of its information pursuant to 40 Code of Federal Regulations section 763.99(a) (7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that Contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

S. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for the District.

T. Public Presentations. The Architect shall prepare for and make formal presentations to the Governing Board of District and attend public hearings, and other public meetings. In addition, Architect shall attend and assist in legal proceedings that arise from errors or omissions of the Architect.

U. Written Modifications. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and Architect.

V. Legal Compliance. The Architect shall comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable to the Project.

W. Access to Work. The Architect shall have access to the Work at all times.

X. Scope of Services. The Architect's Basic Services include all services needed for the scope of work, including architectural, structural, mechanical, plumbing and electrical engineering (including low voltage) services, interior design, lighting, waterproofing as necessary for design of the Work. In addition to the Basic Services and for a separate fee, the Architect will also provide civil engineering, landscape and irrigation design, building fire sprinkler system engineering and off-site site utility coordination / utility service upgrade engineering and commissioning services.

Y. Fingerprinting – The Architect shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with Architect (or, in appropriate cases, him or herself) to be fingerprinted by the District if that person will have unsupervised access to occupied school campuses where children will be present. This provision extends to all consultants hired by Architect that will have unsupervised access to occupied school campuses.

**ARTICLE III
DESIGN AND ADMINISTRATIVE PHASES**

A. Planning and Schematic Design Phase. *This work has been completed by separate agreement.*

B. Design Development Phase.

1. Design Development Documents. Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for District's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications, and other documents necessary to depict the Design of the Project, and shall outline specifications to fix and illustrate the size, character, and quality of the entire Project as to the Program requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

2. Updating Drawings. At intervals mutually agreeable to District and Architect, the Architect shall provide drawings and other documents that depict the current status of design development for District's review.

3. Design Development Submittal. Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications, and other documents for District's review, approval and for the preparation of the cost estimate. The Architect shall review with District the selection of building systems and equipment.

4. Cost/Budget.

a. The Architect shall make any needed updates to Construction Cost estimate, for review and comment by the District.

b. The Architect shall perform Design Development Services to keep the Project within all budget and scope constraints set by the District, unless otherwise modified by written authorization by the District.

C. Construction Documents Phase.

1. CAD Drawings. The Architect shall prepare and provide to the District, from the Design Development Documents approved by District, Construction Documents consisting of drawings (in most recent AutoCAD or REVIT format) and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with all

applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the Project including OPSC and DSA. This requirement shall be excused when the particular Project includes modernization or re-use of existing designs, when portions of the documents may not be computer generated. In such case, that portion of the Project employing existing drawings need not be reduced to CAD. The Construction Documents shall show all the Work to be done, the materials, workmanship, and finishes required for the Project. The Construction Documents shall be stamped and signed by licensed professionals for the Architect and relevant engineers contracted by the Architect.

2. Design Elements to Prevent Water Intrusion. The Parties to this Agreement recognize that the failure of trade contractors to properly seal buildings against water intrusion is a significant and growing problem in public construction. Notwithstanding the Contractor's responsibility, the Architect shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure.

3. Fees. The District shall pay all fees required by such governmental authority as mentioned in Article II, Section C, above. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared. Architect shall not charge a mark-up on costs associated with governmental agency fees when the Architect pays such fees for the District.

4. Construction Documents Submittals. Upon 90% completion of the Construction Documents Phase, the Architect shall provide updated Construction Documents for District's review and an updated Construction Cost estimate for review. The Architect shall also supply the District updated copies of the construction documents when they are 100% complete. The Architect shall also supply the District copies of all documents submitted to DSA.

5. Ownership of Documents.

a. Although the official copyright in all Project Documents shall remain with the Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to section 17316 of the Education Code.

b. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Architect following conclusion of this Project or at such other time or circumstance where the Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or Work, the District acknowledges that such use shall be at the District's sole risk and without liability to the Architect, its employees, and its consultants. The District agrees to indemnify, defend, and hold harmless the Architect, its employees and consultants, from and against any and all damage, liability or cost, included but not limited to attorney's fees, litigation costs, claims, suits, or any

other costs associated with such use. The District further agrees to remove the names and seals of the Architect and the Architect's Consultants from the title block and signature pages. Prior to re-use of the Architect's documents, the District agrees to notify the Architect in writing of such re-use.

6. Re-Use of Documents.

a. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project which is the subject of this Agreement, the Architect agrees to:

(i) Re-use as a separate project its design and the corresponding Contract documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by this Agreement;

(iv) In the event the District re-uses drawings, the Architect's fees will take into account that no royalty will be paid for the re-used documents.

b. The Architect will retain the right to use the design, plans, drawings, and specifications prepared or provided by the Architect, its consultants, or sub-consultants for re-use on other projects for other Districts or owners. Such re-use shall not entitle the District to any notification, payment of any royalty, license fee, or other consideration.

c. The condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

7. Project Cost Estimates. The District shall establish an estimated Project Construction Cost. The Architect shall prepare the Construction Cost for review and comment by the District. The Construction Cost shall be periodically updated by the Architect, as stated in the preceding sections.

a. "Project Construction Cost" shall mean the estimate of construction costs to the District as designed or specified by the Architect and accepted by the District until such time as bids have been received, whereupon it shall be the accepted Construction Contract amount including alternates designed when accepted, increased by the dollar amounts of all approved additive Contract change order items. The Architect shall perform Design Development Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District.

b. When labor or material is furnished by District below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of the Architect's fee calculation.

8. Survey Work. All topographic and utility survey, hazardous materials surveys/reports and geo-technical studies will be provided by District. Notwithstanding the provisions set forth in Article III, Section A, Subsection 8, above, Architect shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

9. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for District. The Architect shall utilize grants and outside funding services and work with District to utilize and consider funding from grants and alternative funding services.

10. Modification to Building Design Plans. Following DSA approval of Project documents, Architect shall modify building designs to incorporate DSA-required revisions.

D. Bidding and Award Phase.

1. Assistance in Bid Process. The Architect shall assist the District, as needed, in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts, and the forms of agreement between District and the Contractors. Architect, in accordance with Article III, Section C, Subsection 1, above, shall provide the Project plans and specifications as part of the bid process. The Architect shall have the primary role in the preparation of the Project plans and technical specifications. The Architect shall assist the District, as needed, in issuing bidding documents to bidders, conducting pre-bid conferences with prospective bidders, and responding to pre-bid questions. The Architect shall assist the District in obtaining bids and awarding the Contract for the Construction of the Project. The Architect shall respond to questions from bidders and shall issue addenda where necessary.

2. Assistance in Filing Required Documents. The Architect shall prepare and file all Construction Documents required for and obtain the approvals of all governmental agencies having jurisdiction over the Project, including OPSC, DSA, California Department of Education, County Health Department, the local fire marshal, and others which have jurisdiction over the Project. District shall pay all fees required by such governmental authority. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so that payments may be prepaid.

3. Deposit of Documents. The Architect shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD and pdf diskette file.

4. Re-Use and Engineers. Architect shall submit the name of the proposed Project engineers for District approval. In case District chooses to re-use construction documents prepared for another project, this re-use choice includes pre-approval of those

consultants involved in preparation of those construction documents. Architect shall ensure that each Architect and engineer places his or her name, seal, and signature on all drawings and specifications prepared by said Architect or engineer.

5. Bids Exceeding Costs. If the estimate for the cost of construction is exceeded by the lowest bona fide bid by more than ten percent (10%), District may require the Architect, without additional compensation, to modify the documents for which the Architect is responsible under this Agreement as necessary to bring new bids within ten percent (10%) of such estimate. Alternatively, District may require the Architect to perform one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

E. Construction Phase—Administration of The Construction Contract.

1. Start of Services. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for construction and terminates at the earlier of the issuance to District of the final Project Contractor's Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work. this should read after final project certification is received from DSA (agreed)

2. Quality Control Coordination. Prior to commencement of Work on the Project, representatives from the Architect, the Inspector of Record, and the District shall meet to discuss and agree to a written plan for monitoring quality control of construction on the Project. The Plan shall discuss the quality control and monitoring duties of each member of the Project team and the methods to be used by each member to ensure quality control of the construction on the Project. The same Project team member representatives shall meet periodically, no less than once a month, throughout the duration of the Project to specifically discuss quality control issues and monitoring activities. Written documentation of the meetings shall be provided to the District within thirty (30) days of such meetings.

3. Administration of Contract. The Architect shall provide administration of the Contract for construction as set forth below and in conformance with General Conditions of the Contract for Construction. It is understood that any document outlining General Conditions and Supplementary Conditions of the Contract for Construction supplied by parties other than the Architect will be reviewed with the Architect within a reasonable period of time, but no later than submission of construction documents to agencies having jurisdiction over the Project.

4. Modification of Duties. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of District and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

5. Technical Assistance to Project Inspector. The Architect shall provide technical direction to a Project Inspector employed by and responsible to District as required by applicable law. The Architect shall advise the Inspector and/or Contractor in the preparation of a

marked set of prints to be prepared by the Contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to District upon completion of the Project.

6. Site Visits. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by District and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. In no event shall the site visits be less than once a week unless agreed to by the District. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

7. Work Quality. On the basis of on-site observations as an architect, the Architect shall keep District informed in writing of the progress and quality of the Work and shall endeavor to guard the District against defects and deficiencies in the Work, including Work on the punch list. The Architect will issue deficient Work notices where appropriate. (More extensive site representation may be agreed to as an Additional Service, as described in Article IV.)

8. Not Responsible for Means of Construction.

a. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractors' responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

b. The Architect, as part of its basic services, shall advise the District in writing of any deficiencies in construction as they are observed and following the acceptance of the Work and prior to the expiration of the guarantee period of the Project.

9. Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

10. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, any District's representative(s), and other consultants of District.

11. Review and Certification of Applications for Payment.

a. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors. The Architect's certification for payment shall constitute a representation to District, based on the Architect's observations at the site, and on the data

comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.

b. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and materials suppliers and other data requested by the owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

12. Rejection of Work. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from District, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

13. Submittals. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by District's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no case, no longer than seven (7) business days. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures, nor will Architect check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Contract Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the Contractor. The Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

14. Change Orders and Record Drawings.

a. *Change Orders.* The District shall provide an initial review of all proposed change orders and provide its recommendation to the Architect. The Architect shall prepare and sign or take other appropriate action on Change Orders, Change Order Request, and Construction Change Directives prepared for District's approval and execution in accordance with the Contract Documents. When the parties have agreed to the Change Order, the District and Architect shall sign said Change Order.

b. *Record Drawings.* Architect shall cause the Contractor to prepare a set of reproducible record drawings showing significant changes in the Work made during construction, based on marked-up prints, drawings, and other data. If the Contractor fails to maintain current record or as-built documents during construction, the Architect shall notify the District in writing and recommend withholding of contract payments owed to the Contractor until all record or as-built documents have been fully updated. The cost of revising the drawings or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to District.

15. Review of Record Documents. Architect shall, at Architect's expense, review the Contractor's record drawings showing significant changes in the Work made during construction.

16. Request for Information Processing: The Architect shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. The Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five (5) business days of submission, but in no instances shall such response be furnished more than ten (10) business days from submission without good cause. The Architect shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

17. Claim Review. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between the District and Contractor relating to the execution or progress of the Work as provided in the Construction Contract. Any claim involving more than twenty (20) hours of Architect's services where such claim does not arise out of the Architect's error and omissions, shall be considered an additional service pursuant to Article IV. Under no circumstances shall this evaluation take longer than twenty (20) calendar days from the date the claim is received by Architect.

18. Punchlist. Architect shall prepare the punch list and, consistent with Article III, Section E, Subsection 6, above, concerning site visits, determine that the punch list Work performed is in accordance with the Contract requirements. The Architect will further review the punch list for completion.

19. Review of Substitutions. The Architect shall evaluate substitutions proposed by the Contractor, with the goal of providing responses to substitution requests within

seven (7) days of their submission, but in no instances shall such response be furnished more than fifteen (15) days from submission without good cause.

20. Substantial Completion and Final Certificate of Payment. The Architect shall observe the Project site to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the District warranties and similar submittals provided by the Contractor required by the Contract Documents. The Architect shall review the Contractor's final Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

21. Testing of Equipment. The Architect shall require the Contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

22. Interpreting the Agreement. The Architect shall interpret and decide matters concerning performance of District and Contractor under the requirements of the Contract Documents on written request of either District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

23. Requirements for Interpretation and Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both District and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

24. Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

25. Decisions in Writing. The Architect shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between the District and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

26. Project Closeout. The Architect shall be responsible for gathering information and assisting District in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to confirm proper Project closeout.

27. Delivery of Final Documents: Upon completion of the Project, Architect shall deliver to the District one (1) set of the Contractor's reproducible drawings, showing the Project record upon issuance of the Architect's certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.

**ARTICLE IV
ADDITIONAL ARCHITECT'S SERVICES**

A. Duty to Notify District of Additional Services. Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Architect. Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District approval. Additional services shall be compensated at an hourly rate as set forth in Attachment "C". Such services shall include:

1. Making material revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by District, or required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.
2. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.
3. Providing services made necessary by the default of the Contractor, which does not arise directly from negligent, errors, or omissions of Architect or by major defect or deficiencies in the Work of the Contractor or by significant failure of performance by the Contractor.
4. If District requests the Project be let as a multiple prime contractor project after the completion of Design Development, where segregation does not arise from Architect exceeding the estimated budget constraint, then plan preparation and/or Contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and District approval.
5. Providing Contract administration services after the Construction Contract time has been materially exceeded through no fault of the Architect.
6. In the event the District elects to re-use designs, plans, specifications, estimates, or other documents prepared for another District, the services in connection with making significant revisions or changes to aforementioned materials to suit District.
7. Preparing drawings and specifications associated with bid alternates, where the bid alternates are of an unusual number or amount, given the size of the Project.
8. Providing services relative to future facilities, systems, and equipment.
9. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the Construction Contract.
10. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

B. Provision of Project Representatives, Etc. If authorized in writing by District, Architect shall, as an additional service, provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Article II and III. The Project Representative(s) shall be selected, employed, and directed by the Architect, and the Architect shall be compensated, therefore, as agreed by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities, or obligations of the Architect as described elsewhere in this Agreement. Such services shall be negotiated and approved in writing by the District. Compensation shall be negotiated.

ARTICLE V DISTRICT'S RESPONSIBILITIES

A. District shall provide to the Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.

B. District shall notify the Architect of administrative procedures required and name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

C. Inspection Services. District shall furnish all inspection services.

D. Legal Advice. District shall furnish all legal advice and services required for the Project, save for those representing the Architect.

E. Notices of Defects. District shall give prompt written notice to the Architect if District becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents. However, District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. District shall have no duty to observe, inspect, or investigate the Project.

F. Surveys. The District shall furnish surveys, when needed, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information, as available, concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

G. Geo Technical Reports. The District shall furnish the services of geo-technical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests,

evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

H. Hazardous Materials. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Contract Documents.

I. Auditing Services. Any auditing services the owner may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

J. Accuracy of Reports. The services, information, surveys, and reports required by Article V, Sections F through I, above, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

K. Approve Budget. The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

ARTICLE VI TERMINATION

A. A Written Notice of Termination. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of Architect, or if the District should decide to abandon or indefinitely postpone the Project.

B. Abandonment of Work by District.

1. In the event of a termination based upon abandonment or postponement by District, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due the Architect for Board approved extra services. 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 District or in the possession of the Architect. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the Architect.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Article VI, Section C, below, and Architect shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Architect.

C. Terminate Without Cause During Work On Project. This Agreement may be terminated without cause by District during work on the Project upon fourteen (14) days written notice to the Architect. In the event of a termination without cause, District shall pay to the Architect for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the Architect for Board approved extra services. 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 District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of three percent (3%) beyond the sum due the Architect under this paragraph through fifty percent (50%) completion of the Architect's portion of the Project, or if fifty percent (50%) completion is reached, payment of three percent (3%) of the unpaid balance of the Contract to Architect as termination cost. This three percent (3%) payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

D. Work During Dispute. In the event of a dispute between the parties as to performance of the Work or the interpretation of this Agreement, or payment or non-payment for Work performed or not performed, the parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the District agrees to return the invoices with a clear description of the dispute within ten (10) working days from the date when invoice(s) are received. Unresolved payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) days after receipt of the notice of a dispute, unless both parties agree otherwise. Pending resolution of this dispute, Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute. The District and Architect agree that any withholding by the District in excess of ten percent (10%) of the total Architect Fee shall be considered material for purposes of providing professional architectural services and continuing work on the Project. If the withholding by the District is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution as set forth herein. If the dispute involving a material withholding is not resolved within fifteen (15) days after the completion of mediation, the Architect may discontinue work on the Project. If any other dispute not involving a material withholding is not resolved, Architect agrees it will neither rescind the Agreement nor stop the progress of the Work, but Architect's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. If the District withholds undisputed amounts in excess of forty-five (45) days from the receipt of a written demand for payment from the Architect, then the Architect shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

**ARTICLE VII
MEDIATION**

A. District and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

B. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**ARTICLE VIII
ARBITRATION**

A. Questions in dispute under this Agreement may be submitted to arbitration at the election 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.

B. If either party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 128.5), the prevailing party shall be entitled as part of his or its costs to a reasonable attorney's fee to be fixed by the court.

C. Nothing herein shall prevent either party from filing an action in court.

**ARTICLE IX
ACCOUNTING RECORDS OF THE ARCHITECT**

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project and records of accounts between District and Contractor shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

**ARTICLE X
COMPENSATION TO THE ARCHITECT**

A. This Article X sets out the milestone events for the payment of the Architect's Fee of \$2,578,631 (Total Fee).

Schematic Design Revisions	38,363
Design Development	611,438
Construction Document Phase	733,725
Agency Approval	239,020
Bid / Award	170,729
Construction Administration	682,916
Close Out	102,440
Total Fee	\$2,578,631

B. When Architect's Fee is based on a percentage of construction cost and any portions of the Project, as defined in the final Construction Documents, are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent actual services are performed in accordance with the schedule set forth in Article X, Section A, above.

C. To the extent that the time initially established for the completion of Architect's services is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed as follows: negotiated and not to exceed state fee guidelines prior to approval by District Board.

ARTICLE XI REIMBURSABLE EXPENSES

A. Reimbursable expenses are in addition to compensation for basic and additional services and shall be paid to the Architect at one and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants for:

1. Reproduction of drawings and specifications for required submittals and bid documents. Reproductions for Architect's internal use and meeting presentations are not reimbursable.
2. Fees advanced for securing approval of authorities having jurisdiction over the Project. There shall be no mark up of these fees.
3. Items authorized in writing in advance by District, such as the expense of models, renderings, photographs, etc.

B. Reimbursement for fees and other expenses, except for construction administration services associated with delay caused solely by the Contractor, shall be made to

the Architect as incurred. Architect shall submit receipts and/or an itemized listing for reimbursables with Architect's invoice.

C. Reimbursable expenses shall not include:

1. Check prints;
2. Prints of plans or specifications made for Architect's consultants and two copies of progress prints supplied to District;
3. Preliminary plans and specifications, unless said submittal is required;
4. Meetings with state planning officials, local or state fire departments, the DSA, State Allocation Board, or other public agencies having jurisdiction;
5. Architect's consultants' reimbursables, unless incurred for required submittals; and
6. Models or mock-ups.

D. Invoices requesting reimbursement for expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) including a copy of Owner's prior written authorization for invoiced item(s). Invoices requesting payment for Extra Services must reflect hours being charged and a copy of Owner's prior written authorization. No payments will be made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra Services absent the prior written authorization of the Owner.

ARTICLE XII EMPLOYEES AND CONSULTANTS

A. The Architect, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements, civil engineers, and other disciplines as required for the Project.

B. The Architect shall submit, for written approval by District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual relation between District and any consultants employed by the Architect under the terms of this Agreement.

C. Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

D. The construction administrator or field representative assigned to this Project by Architect shall be a licensed California Architect and be able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through

correspondence, design direction and decisions when the construction administration is not at the site.

ARTICLE XIII MISCELLANEOUS

A. Indemnification. To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and

2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) in this Subsection, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except to the extent the damages arose from the negligence of the District.

3. Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the active negligence of the District. With regard to the Architect's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District to the extent that they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

4. The Architect, at its own expense, cost, and risk, shall defend any claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, other than professional negligence discussed in Article XIII, Section A, Subsection 3, above, on any such claim or liability relating to the negligence, recklessness or willful misconduct of the Architect, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the Architect, arising from their work on the Project.

B. State Allocation Board. Architect shall assist District and its consultants to apply for funding for the Project from the State Allocation Board; however, Architect shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications

prepared by the District. Architect shall be responsible for submittals required of the Architect by the DSA, OPSC, and California Department of Education in connection therewith.

C. Maintenance of Insurance. Architect shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which (acceptance will not be unreasonably withheld) will protect Architect and District from claims which may arise out of or result from Architect's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

1. The Architect shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability, aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

3. Professional liability insurance for the Architect with limits of THREE MILLION DOLLARS (\$3,000,000) per claim and FIVE MILLION DOLLARS (\$5,000,000) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this Agreement adjusted for inflation. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

D. District As Additional Insured. Except for Workers Compensation policy and Professional Liability policy, each policy of insurance required in Article XIII, Section C, above, shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance. Each policy of insurance required in Article XIII, Section C, Subsections 1 and 2, above, shall state

that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Architect's subcontractors, as discussed in Article XIII, Section E, below. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event, Architect shall reimburse District upon demand for the cost thereof.

E. Insurance for Subcontractors: In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XIII, Section C, above, in amounts which are appropriate with respect to that subcontractor's part of Work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

F. Lack of Insurance is Material Breach. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

G. Valuable Document Insurance. The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

H. Architect is Independent Contractor. Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Architect's employees.

I. Increased Costs. To the extent Architect causes increased Project costs as a result of its negligence or as a result of failure to comply with the provisions of this Agreement, Architect shall be responsible for all costs, fees, expert fees and attorneys' fees resulting from same.

J. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Architect.

K. Assignment. District and Architect, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Architect shall not assign this Agreement.

L. Applicable Law. This Agreement shall be governed by the laws of the State of California.

M. Project Records. The Architect shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work. The Architect shall provide a copy of such record to the District.

N. Entire Agreement. This Agreement represents the entire Agreement between District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Architect. This Agreement may be executed in counterpart and with facsimile signatures.

O. Effective Date. This Agreement entered into as of the day and year first written above, and upon ratification by the District's Board.

NATOMAS UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

ARCHITECT



By: Brian Whitmore, AIA, LEED® AP, BCA President

Date: 5/8/19

ATTACHMENT “A”
PROJECT SCHEDULE

Preliminary Schedule:

- **Board Approval of Contract:** **05/08/19**
- **SD Revisions:** **05/13/19 – 05/24/19**
- **DD Phase:** **05/27/19 – 07/19/19**
 - DD Phase Cost Estimating: 06/24/19 – 07/05/19
 - DD Revisions: 07/07/19 – 07/12/19
 - DD Phase Approvals: 07/15/19 – 07/19/19
- **CD Phase:** **07/22/19 – 09/13/19**
 - CD Phase Cost Estimating: 08/19/19 – 08/30/19
 - CD Revisions: 09/02/19 – 09/06/19
 - CD Phase Approvals: 09/09/19 – 09/13/19
- **Agency:** **09/16/19 – 01/10/20**
- **Backcheck:** **01/06/20 – 01/10/20**
- **Bidding:** **12/16/19 – 01/17/20**
- **CA Phase:** **01/27/20 – 09/11/20**
- **Close Out:** **09/14/20 – 11/06/20**

ATTACHMENT “B” SCOPE OF WORK DESCRIPTION

BCA will provide Architectural and Consultant Services for the American Lakes, Bannon Creek and Jefferson Elementary School K8 Conversion Projects located at 2800 Stonecreek Drive, Sacramento, CA 95833, 2775 Millcreek Drive, Sacramento, CA 95833, and 2001 Pebblewood Drive, Sacramento, CA 95833.

Preliminary Construction Cost Budget: \$34,493,250 for 3 sites

Scope of Work:

Refer to the Schematic Design Renderings dated 3/4/19, the Schematic Plans dated 3/4/19 and the individual site plans with project boundary limits.

The scope of work is to provide DSA approved construction documents (plans and specifications) that have been submitted to the Division of the State Architect for review and approval as a new construction project and a modernization construction project. The basic services scope of work includes architectural design, structural engineering, plumbing engineering, mechanical engineering, and electrical engineering in the basic service fee. Civil engineering, landscape design, fire sprinkler system design, off-site utility coordination / utility service upgrades (sewer, fire water, gas, electrical, telephone and cable) and commissioning services are specialty consultant fees included in the total fee listed in Article X.A.

The new construction Gymnasium buildings are being designed as single gymnasium building (13,800 SF) to be site adapted to three sites using the exact same building design and foundation system. At Bannon Creek, 2 flex classrooms (approximately 2,100 SF) will be added on one side of the gym building.

- American Lakes (\$17,740,000 total project cost budget / \$13,006,500 construction cost):
 - o New 1 story 5 classroom building
 - o Remove 6 portables
 - o New gym with no flex classrooms
 - o Replace 7 portables with new, or almost new portables from a manufacturer like mobile modular
 - o Misc. track and playground improvements noted in grey
 - o Expand the drop off noted in grey
- Jefferson (\$17,768,750 total project cost budget / \$13,061,250 construction cost):
 - o New 1 story 7 classroom building
 - o Remove 16 portables
 - o Replace 6 portables
 - o New gym with no flex classrooms
 - o Misc. track and playground improvements noted in grey
- Bannon Creek (\$11,417,500 total project cost budget / \$8,425,500 construction cost):
 - o New gym (exact same gym building design / foundation system as American Lakes / Jefferson), with 2 flex classrooms added
 - o Misc. track and playground improvements noted in grey

Scope Exclusions:

- CEQA related services and environmental consultant services
- Tree Survey, Mitigation Plan and/or Arborist Services
- Topographic Surveys
- Underground Utility location services
- Easements and Legal Descriptions
- Geotechnical Services and Reports
- Hazardous Materials Sampling, Monitoring or Abatement
- Economic Analysis
- All services related to LEED
- Standby Emergency Power System Design
- Alternative Energy Source Design / Engineering
- Utility Company Design/Engineering (PG&E, SMUD, Etc.)
- Utility rebate calculations or rebate applications
- Underground joint trench design or utility company design and engineering services
- Engineering and Design for Utilities further away than the streets immediately adjacent to the project site
- Design of different floor plans, foundation or framing systems, MEP systems, roofing and finishes for gymnasium buildings.
- Design of formwork, shoring or other means and methods required for construction
- Design of deep foundation systems

- Traffic Engineering Services
- Agency or Utility Company Fees
- SWPPP Permit Fee
- SWPPP Monitoring or reports during construction (contractor handles SWPPP during construction)
- Construction staking
- CGS Fees
- Water Supply Test Fee
- Fire Flow Test Fee
- DSA Fees
- DSA Inspector of Record Fees
- Testing and Inspections
- As-Built Documentation
- Value Engineering modifications after approval of Design Development plans
- Food Service / Kitchen Design

ATTACHMENT "C"

BUNTON CLIFFORD ASSOCIATES 2019 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	\$ 260.00
Principal Architect	\$ 260.00
Associate Principal	\$ 220.00
Associate Project Manager	\$ 195.00
Associate Architect	\$ 195.00
Program Manager	\$ 195.00
Client Leader	\$ 195.00
Senior Project Manager	\$ 190.00
Senior Construction Administrator	\$ 175.00
Senior Project Architect	\$ 165.00
21st Century Classroom Educator in Residence	\$ 155.00
Construction Administrator	\$ 155.00
Design Leader	\$ 155.00
Project Manager	\$ 155.00
Project Architect	\$ 145.00
Commercial Market Project Manager	\$ 145.00
Studio Production Manager	\$ 145.00
Senior Job Captain	\$ 135.00
Job Captain	\$ 120.00
Project Designer III	\$ 110.00
Project Designer II	\$ 95.00
Project Designer I	\$ 85.00
Project Admin V	\$ 115.00
Project Admin IV	\$ 95.00
Project Admin III	\$ 85.00
Project Admin II	\$ 80.00
Project Admin I	\$ 75.00
Project Assistant	\$ 70.00
Intern	\$ 60.00
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year