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AGREEMENT FOR ARCHITECTURAL SERVICES

Project 166-21/22
Board 4/4

PROJECT NAME: Northmead Elementary School Portables (Six 24 x 40 Buildings)
PROJECT NO.: 22-2000 DATE: 03.08.2022

AGREEMENT is hereby made between Nichols, Melburg & Rossetto, Architects, 300 Knollcrest Drive, Redding, CA 96002, hereinafter referred to as ARCHITECT and the following firm or individual, hereinafter referred to as CLIENT. This Agreement is subject to the provisions listed on page 2 and any attachments.

CLIENT INFORMATION: Patterson Unified School District
510 Keystone Blvd. Patterson, CA 95363

SERVICES PROVIDED: The ARCHITECT will provide only the following services marked:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Schematic design | <input type="checkbox"/> Mechanical engineering services |
| <input checked="" type="checkbox"/> Design development | <input checked="" type="checkbox"/> Electrical & Fire Alarm engineering services |
| <input checked="" type="checkbox"/> Construction documents | <input type="checkbox"/> Structural engineering services |
| <input checked="" type="checkbox"/> Bidding or negotiation phase | <input type="checkbox"/> Survey/topographic mapping |
| <input checked="" type="checkbox"/> Construction observation | <input type="checkbox"/> Civil engineering Services |
| <input type="checkbox"/> Energy calculations | <input type="checkbox"/> Landscape design services |

SERVICES EXCLUDED: The following services are specifically excluded from the scope of services and are available for an additional cost, which shall be negotiated separately.

- | | |
|--|---|
| <input type="checkbox"/> Schematic design | <input checked="" type="checkbox"/> Mechanical engineering services |
| <input type="checkbox"/> Design development | <input type="checkbox"/> Electrical engineering services |
| <input type="checkbox"/> Construction documents | <input checked="" type="checkbox"/> Structural engineering services |
| <input type="checkbox"/> Bidding or negotiation phase | <input checked="" type="checkbox"/> Survey/topographic mapping |
| <input type="checkbox"/> Construction observation | <input checked="" type="checkbox"/> Civil engineering Services |
| <input checked="" type="checkbox"/> Energy calculations | <input checked="" type="checkbox"/> Landscape design services |
| <input checked="" type="checkbox"/> Soils investigations and other geotechnical services | |

BASIS OF COMPENSATION:

- Fixed Fee of \$ 107,650
- Billed monthly based on accumulated charges
- Billed at completion of services rendered
- Billed monthly according to total percentage complete
- Billed monthly according to percentage complete in each phase

For additional services provided outside of the scope of this Agreement, services shall be billed on an hourly basis in accordance with the attached schedule or by separate written Agreement.

The CLIENT agrees to pay ARCHITECT within thirty days after the date of billing. Payments due the ARCHITECT and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. ARCHITECT may, at his discretion, stop work until payment is received.

This Agreement may be terminated by either party upon fifteen days written notice. Should this occur, ARCHITECT shall be compensated for all services performed to termination date, together with reimbursable expenses due.

Signed: Wesley King Accepted: [Signature] Date: 3/9/2022
Wesley King, Architect
License No. C-29216

SERVICES DEFINED:

1. **SCHEMATIC DESIGN AND DESIGN DEVELOPMENT:** The ARCHITECT shall review with the CLIENT alternative approaches to design and construction of the Project. Based on the mutually accepted design program and project budget requirements, the ARCHITECT shall prepare, for approval by the CLIENT, Design Documents consisting of drawings and other documents appropriate for the Project.
2. **CONSTRUCTION DOCUMENTS:** Based on the approved Design Documents, the ARCHITECT shall prepare Construction Documents consisting of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project. The ARCHITECT shall assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
3. **BIDDING OR NEGOTIATION PHASE:** The ARCHITECT shall assist the CLIENT in obtaining bids or negotiated proposals in awarding contracts for construction.
4. **CONSTRUCTION PHASE:** The ARCHITECT shall be a representative of the CLIENT during the Construction Phase. Instructions to the Contractor shall be forwarded through the ARCHITECT. The ARCHITECT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations, the ARCHITECT shall keep the CLIENT informed of the progress and quality of the Work, and shall endeavor to guard the CLIENT against defects and deficiencies in the Work of the Contractor. The ARCHITECT shall not have control of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents. The ARCHITECT shall review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for general conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay.

CONSTRUCTION COST: It is recognized that neither the ARCHITECT nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ARCHITECT cannot and does not represent that bids or negotiated prices will not vary from any opinions of cost or evaluation prepared by the ARCHITECT.

OWNERSHIP AND USE OF DOCUMENTS: Drawings and Specifications, as instruments of service, are and shall remain the property of the ARCHITECT whether the Project for which they are made is executed or not. The Drawings and Specifications shall not be used by the CLIENT on other projects, for additions to the Project, or for completion of this Project by others except by written agreement and with appropriate compensation to the ARCHITECT.

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the Architectural Services will yield or accomplish a perfect outcome for the Project; or
2. Obligating the Consulting Architect to exercise professional skill or judgment greater than that which can reasonably be expected from other architect under like circumstances; or
3. An assumption by the Consulting Architect of the liability of any other party.
4. 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. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect therefore, will use its reasonable professional efforts and judgment 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 all 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.
5. In the event of any litigation or other dispute resolution arising from or related to this agreement or the services provided under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses in such litigation.

MISCELLANEOUS PROVISIONS: Notwithstanding any other provisions in this Agreement to the contrary, nothing herein contained shall be construed as:

6. If any one or more of the terms, provisions, or conditions of this Agreement are declared invalid, unenforceable, or void by a court of competent jurisdiction, none of the remaining terms, provisions, or conditions shall be affected and shall be valid and enforceable.”
7. This Agreement shall be governed by the laws of the State of California, except it will be conclusively presumed that both parties had an equal part in the drafting of this Agreement.

LIMITATION OF LIABILITY: The CLIENT agrees to limit the ARCHITECT's liability to the CLIENT and to all construction contractor and subcontractors on the Project, due to the ARCHITECT's breach of contract, negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed \$100,000, or the amount of the ARCHITECT's fee, whichever is greater. The CLIENT further agrees to require of the Contractor a similar limitation of liability of the ARCHITECT and of the CLIENT to the Contractor and Subcontractors due to the ARCHITECT's negligent acts, errors or omissions. It is understood and agreed that the ARCHITECT has no constructive use of CLIENT's site; has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction site safety, a responsibility that has been wholly vested in the general contractor. Notwithstanding the above, ARCHITECT has a duty to preserve and protect public health, safety, and welfare. Accordingly, it is ARCHITECT's professional responsibility to take what ARCHITECT believes are prudent measures should ARCHITECT encounter situations that ARCHITECT believes create a danger to public health, safety, or welfare. OWNER understands this situation and agrees to defend ARCHITECT and hold ARCHITECT harmless from claims arising from ARCHITECT's exercise of professional responsibility in this regard.



NICHOLS
MELBURG
ROSSETTO
ARCHITECTS + ENGINEERS

HOURLY RATE & REIMBURSABLE RATE SCHEDULE | REGION 1
(EFFECTIVE JANUARY 1, 2022)

ARCHITECTURAL SERVICES

HOURLY RATES

Principal Architect	\$265/hour
Associate Principal Architect	\$215/hour
Senior Associate Architect	\$200/hour
Associate Architect	\$195/hour
Senior Project Architect	\$180/hour
Architect, CASp	\$175/hour
Project Architect / Manager	\$165/hour
Architect	\$160/hour
Project Technician III	\$140/hour
Project Technician II	\$130/hour
Project Technician I	\$120/hour
Medical Equipment Planner	\$130/hour
Architectural Intern	\$100/hour
Technical Assistant	\$90/hour
Administrative	\$65/hour

INTERIOR DESIGN SERVICES

Interior Design Director	\$185/hour
Senior Interior Designer	\$160/hour
Interior Designer	\$140/hour
Junior Interior Designer	\$120/hour
Interior Design Intern	\$100/hour

STRUCTURAL ENGINEERING SERVICES

Principal Structural Engineer	\$265/hour
Associate Principal Structural Engineer	\$240/hour
Senior Associate Structural Engineer	\$210/hour
Associate Structural Engineer	\$190/hour
Structural Engineer	\$180/hour
Senior Project Engineer	\$175/hour
Project Engineer	\$160/hour
Structural Technician	\$145/hour
Structural Intern	\$100/hour

Consultants	Direct Cost + 10%
Reimbursable Expenses	Direct Cost + 10%
<i>Prints, Copies, Shipping, Plotting, Renderings, Travel Expenses, Project Website, Agency Fees, etc.</i>	
Mileage	per IRS Standard Rate

Note: Hourly rates & expenses will be updated on an annual basis throughout the duration of the project and services will be billed at the hourly rates in place at the time service is provided.