AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is made and entered into by and between ***Central Unified School District***, a school district duly organized and existing under the laws of the State of California (the "District"), and Gonzalez Architects, Inc., (the "Architect"), with respect to the following recitals:

A. District requires the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the school related services required by District.

In consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

ARTICLE 1 – Employment of Architect District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services and expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing in the State of California under similar conditions.

ARTICLE 2 – Description of Project This Project(s), as may be assigned by District, for which architectural services shall be provided (the "Project"), are described according to the following categories: Consulting for "minor" remodeling and/or new construction to include additions and/or relocation of portable buildings; design and construction of new elementary schools, middle schools and high schools; modernization and/or rehabilitation of existing schools; Design and construction of new additions to existing schools. For each project assigned, by District under this Agreement, Architect shall submit a proposal including a detailed scope of work, estimated hours and cost including a not-to-exceed amount, and a schedule for completion of the design effort. District approval of the proposal shall be an executed Purchase Order with fee amount maximum and incorporating, by reference, all terms and conditions contained herein.

ARTICLE 3 – Compensation

3.1 Basic Services

3.1.1 For all "Basic Services" as defined in Article 4 of this Agreement, compensation shall be a negotiated fee. The basis of the negotiations for new construction will be based upon the maximum fees allowable by the State Allocation Board (SAB)

a. Nine percent (9%) of the first Five Hundred Thousand Dollars ($500,000.00 of computed cost.
b. Eight and one-half percent (8.5%) of the next Five Hundred Thousand Dollars ($500,000.00) of computed cost.
c. Eight percent (8%) of the next One Million Dollars ($1,000,000.00) of computed cost.
d. Seven percent (7%) of the next Four Million Dollars ($4,000,000.00) of computed cost.

e. Six percent (6%) of the next Four Million Dollars ($4,000,000.00) of computed cost.
f. Five percent (5%) of the computed costs in excess of Ten Million Dollars ($10,000,000.00)
g. Four percent (4%) on the cost of factory-built portables. (Building cost only, on all other costs are included in calculation Items No. 1 through 6 above)

3.1.2 The basis of the negotiations for modernizations will be based upon the maximum fees allowable by the State Allocation Board (SAB)

a. Twelve percent (12%) of the first Five Hundred Thousand Dollars ($500,000.00) of computed cost.
b. Eleven and one-half percent (11.5%) of the next Five Hundred Thousand Dollars ($500,000.00) of computed cost.
c. Eleven percent (11%) of the next One Million Dollars ($1,000,000.00) of computed cost.
d. Ten percent (10%) of the next Four Million Dollars ($4,000,000.00) of computed cost.
e. Nine percent (9%) of the next Four Million Dollars ($4,000,000.00) of computed cost.
f. Eight percent (8%) of the computed costs in excess of Ten Million Dollars ($10,000,000.00).

3.1.3 Changes in the work after completion of Design Development Phase (see Article 4.4.1) and during construction: Per Article 4.6.14.1, the Architect's fee for preparing change orders shall be a fee to be mutually agreed upon by the District and the Architect, unless the change is per Article 4.6.14.2.

3.2 Reimbursable Expenses: Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include reasonable actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses. Reimbursements will be at cost, with no additional markup. Allowable expenses are as listed below.

3.2.1 Expense of out-of-town transportation only as approved in advance by the District in connection with the Project; living expenses in connection with approved out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

3.2.2 Reimbursement at cost of expense of reproductions, postage and handling of drawings, specifications and other documents for the purpose of bidding and actual construction. (excluding all reproduction of drawings and specifications used by the Architect and the Architect's consultants for internal use).

3.2.3 Reasonable expense of data processing and approved photographic production techniques when required as Additional Services.

3.2.4 Expense of renderings, model and mock-ups requested by the District.

3.2.5 Expense for preparing editable CADD and word processing files for as-built documents when requested by District and/or government agencies.

3.3 Payment for all Additional Services and for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis upon approval by the

District of the Architect's statement of services rendered and expenses incurred (see Article 3.4 below). Invoices or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

3.4 Each payment to Architect shall be made in the usual course of District business after presentation by Architect of a claim approved by District's authorized representative designating the services performed, the method of computation of the amount payable, and the amount payable. District will pay approved invoices within thirty (30) days after proper detailed submission by Architect.

3.4.1 Compensation shall be payable on a monthly basis with maximum not-to-exceed, in accordance with the following payment schedule:

3.4.1.1 Schematic Design Phase:	Ten percent (10%) of the basic fee.
3.4.1.2 Design Development Phase:	Fifteen percent (15%) of the basic fee.
3.4.1.3 Construction Document Phase:	Fifty percent (50%) of the basic fee.
3.4.1.4 Bidding or Negotiation Phase:	Five percent (5%) of the basic fee.
3.4.1.5 Construction Administration Phase:	Seventeen and half percent (17.5%) of the basic fee
3.4.1.6 Project Closeout:	Two and half percent (2.5%) of the basic fee.

3.5 Should District cancel the Project pursuant to Article 12 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed so as to cover services actually and satisfactorily performed to the date of such notice and shall include compensation only for services within the approved phase of performance at which Architect's work stopped.

3.6 Additional Services: Where not otherwise specifically indicated, compensation for additional services shall be mutually agreed upon in writing between the District and the Architect.

ARTICLE 4 - Basic Services to be Rendered by Architect

4.1 General

4.1.1 Architect's Basic Services consist of assisting the District in the development of educational specifications, including facilitation of District apportioned task force; and all design efforts, all engineering services (civil, structural, mechanical, fire sprinklers [unless accepted as deferred approval by DSA], electrical, fire alarm, technology and landscape irrigation, acoustical, swimming pool, stadium, and theater, etc.) required to define and complete the project.

4.1.2 The construction documents shall be completed in accordance with the schedule submitted by the Architect and approved by the District.

4.1.3 Whenever the Architect's services include the presentation to the District of a Statement of Probable Construction Cost, the Architect shall include a contingency for change orders as directed by the District.

4.1.4 The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions. Consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. Architect shall confer and cooperate with consultants employed by District.

4.1.5 The Architect shall procure for the District, a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to 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. The actual cost of the survey to be paid by the District.

4.1.6 Architect shall assist District in procuring chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The actual costs of the tests to be paid by the District.

4.1.7 The Architect shall assist the District with asbestos and hazardous materials review and abatement required or desired by the District for this project by including all required abatement plans within the project documents. The District has contracted with an asbestos and hazardous materials consultant to provide abatement design services. These services include discovery, testing and complete responsibility for contract documents defining the removal and disposal of asbestos-containing materials. The review and abatement process is defined in Article 4.7.

4.1.8 Full Campus Facilities Masterplanning and/or Utilities Masterplanning on existing campus shall be considered as part of Services.

4.1.9 Modernization Projects (State Funded)

4.1.9.1 The Architect shall draft a project scope utilizing State mandated requirements, input from the school site staff and the District's Maintenance Department and Facilities staff. Final decision on the scope shall be the responsibility of the Assistant Superintendent/CBO Operating Officer or his/her designee.

4.1.9.2 The scope of work shall be structured to reflect the State access requirement, the District asbestos and hazardous materials abatement requirement and a 10% set aside for unforeseen conditions during the time of construction. The bid documents shall also contain a means (acceptable to the District) to consume any/all bid savings.

4.1.9.3 The Architect shall coordinate with District staff and prepare a construction phasing schedule and contractor mobilization areas.

4.2 Schematic Design Phase

4.2.1 The Architect shall observe (by physical inspection), the site and existing facility and review all information available related to the Project such as, made available by the District, or communicated by the District to the Architect to ascertain the requirements of the Project (the educational specifications) and shall arrive at a mutual understanding of such requirements with the District.

4.2.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule, and statement of probable construction costs, each in terms of the other.

4.2.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, including all value engineering analysis.

4.2.4 Based on a mutual understanding of the District's requirements, the Architect shall prepare for the District's approval, Schematic Design Documents, which include, but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a cost estimate and an updated time schedule for the performance of the work.

4.3 Design Development Phase

4.3.1 Following District's written approval of the Schematic Design Documents and authority to proceed, Architect shall prepare Design Development Documents which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and as requested by the District, and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. Preliminary drawings for proposed structural electrical, plumbing and mechanical systems shall be submitted to District for review.

4.3.2 Architect shall assist District in applying for and obtaining required approvals from the Office of Public School Construction (OPSC), California Department of Education (CDE), the State and local Fire Marshal or jurisdiction, and other agencies exercising jurisdiction over the Project.

4.3.3 Architect shall provide an updated design schedule and construction estimate of probable cost in order to procure District approval to proceed to construction documents.

4.4 Construction Documents Phase

4.4.1 Following the District's written approval of the Design Development Documents and any adjustments to the construction budget, the Architect shall prepare construction documents consisting of final working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service connected equipment and site work and landscape, statement of probable construction cost, including all references to as-built drawings and required architect site observation of existing conditions. Any changes in scope of work as directed by the District during this phase shall be considered as Additional Services.

4.4.2 Architect shall review and comment upon any bidding documents submitted by the District during the Construction Documents Phase of the Project. All bid documents shall be forwarded to the District for approval prior to their use.

4.4.3 Following the District's written approval of a final revised design schedule and updated estimate of probable cost, the Architect shall submit the Construction Documents to DSA and local jurisdictions as may be required for plan check, and make the necessary corrections to secure DSA and local approval.

4.4.4 The Architect shall assist the District in connection with the District's responsibility for filing documents required for the approval of other governmental authorities having jurisdiction over the project.

4.5 Bidding or Negotiations Phase

4.5.1 Following State and District's approval of Construction Documents and District's acceptance of Architect's final statement of probable construction cost, Architect to assist the District by distributing the Construction Documents to interested contractors. Architect shall also assist District in obtaining bids, evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of construction contract documents required by the District shall be reproduced at District's expense. See Section 3.2.2 of this Agreement.

4.5.2 Should the lowest Contractor's base bid, plus or minus awardable additive or deductive, vary from the Architects estimate of probable construction cost by more than 5% of the subject estimate, at the District's option, the Architect will revise the construction documents for re-bid within the construction allowance, at no additional fee.4.6 Construction Observation Phase

4.6.1 The construction observation phase shall begin on the date of the official notice to proceed and shall be complete upon District's approval of Architect's final certificate for payment to contractor.

4.6.2 The Architect shall advise, consult with, and serve as the District's representative in the general administration of the Contract for Construction and in District's dealings with the contractor. All instructions to the contractor shall be forwarded through the Architect. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.6.3 The Architect shall provide direction to District's Project Inspector. The Architect shall require the contractor to provide all as-built information and shall ensure the preparation of an accurate set of drawings indicating dimensions and locations of buried utility lines (showing as-built dimensions) which shall be forwarded to the District upon completion of the project.

4.6.4 The Architect shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall be required to provide facilities for such access so that the Architect may perform its functions under the contract documents.

4.6.5 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, to maintain familiarity with the quality and progress of the work to determine that the contractor's work substantially complies with all documents, drawings, plans and specifications and that the work is progressing in accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the project inspector unless Architect has agreed in writing to serve as the District's project inspector. The Architect shall endeavor to guard the District against defects and deficiencies in the work of the contractor.

4.6.6 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any contractor in the orderly and timely prosecution of the work.

4.6.7 The Architect shall advise and consult with the District concerning the contractor's compliance with the contract documents and shall assist the District in securing the contractor's compliance.

4.6.8 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the project and the District for informing District staff of the progress of the work.

4.6.9 The Architect shall facilitate all project meetings with the contractor and shall prepare all required correspondence such as agendas and meeting minutes.

4.6.10 The Architect shall review and/or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the contractor to determine conformance with the project design and specifications as set forth in the contract documents. Such action shall be taken (within 10 working days of receipt for shop drawings/submittals and within 10 working days for schedules, RFI's, correspondence and change order proposals) so as to cause no delay. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component.

4.6.11 The Architect will have the responsibility to inform the District of the need to reject work and/or materials which do not conform to the contract documents. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the contract documents, the Architect will have the responsibility to inform the District of the need for special inspection or testing of the work and/or materials in accordance with the contract documents whether or not such work and/or materials be then fabricated, installed or completed. The Architect will also have the responsibility to investigate and recommend to the District the substitution (by definition means cost and quality equivalent) of materials or equipment when requested by the contractor. The District shall have final approval of all items in this section and shall respond to the Architect's recommendations in a timely manner. Upon District approval, the Architect shall inform the contractor.

4.6.12 Based on the Architect's observations, and an evaluation of each project application for payment, the Architect will determine the amount owing to the contractor and will issue Project Certificates for Payment incorporating such amount in accordance with the contract documents. The issuance of a Project Certificate for Payment shall constitute a representation by the Architect to the District that the quality of the work is in accordance with the contract documents and that the contractor is entitled to payment in the amount certified.

4.6.13 The Architect shall assist the District in evaluating claims, disputes and other matters in question between the contractor and the District.

4.6.14 The Architect shall recommend, prepare and process any necessary change orders. Architect shall not unilaterally approve any deviations to the agreement which shall add cost to or change the scope of the project. All such deviations shall be allowed only after the Architect prepares and processes a change order approved by the District.

4.6.14.1 District Initiated Changes. If a change order is requested by the District, the Architect's fee for such change orders shall be calculated per Article 3.1.2.

4.6.14.2 Change Orders Due to Architect Errors or Omissions. Change orders as the result of the Architect's negligent acts, and/or errors or omissions shall result in no fee for the change order to the Architect. In addition, the Architect shall bear the burden of any design and rework costs. The costs in excess of the value added to the project will be deducted from the Architect's fee. The costs include, but are not limited to, contractor markup, overhead, interim housing, inspection fee, agency fees.

4.6.14.3 Change Orders Beyond District or Architect Control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions; such change order shall be handled in the same manner as District initiated change orders. Actual conditions may be inconsistent with available drawings of existing conditions. Therefore, Architect is required to make a site visit to confirm actual conditions. Change order items resulting from actual conditions inconsistent with available drawings shall be processed per Article 4.6.14.2 if the site visit should have revealed this and per Article 4.6.14.3 if not reasonably definable from a thorough site visit.

4.6.15 The Architect shall consult with District for decision on whether to use standard color boards or to provide a color schedule, including color boards, of all finished materials in the Project for the sites and District's review and approval.

4.6.16 The Architect shall determine the date of final completion and make a final detailed on-site review of the job and prepare Punch List with representatives of the District and the contractor. District Inspector shall perform final review of Punch List items to make sure all corrections have been completed.

4.6.17 The Architect shall assist with the preparation of the certificate of completion and final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the contract documents.

4.6.18 Upon completion of the Project, the Architect shall compile for and deliver to the District a complete set of record documents consisting of all written guarantees, instruction books, record diagrams and specifications required of Contractor, drawings, all uneditable electronic (unless specifically required by State Agencies) files defining the project, and provide the District with one set of reproducible as-built drawings showing the project "as-built" upon issuance of the Architect's certificate of completion indicating the location of underground sewer, water and all utility connections and services specially noted. In that record documents are based upon information furnished by others, the Architect cannot and does not warrant their accuracy, however, the Architect shall assist the District in requiring Contractor to annotate and maintain an "as built" set during the construction. Architect shall update District SP-1A Record drawings reflecting site changes.

4.6.19 The Architect shall be responsible to the District for the utility, economy, durability and aesthetics of the work contemplated by its plans and specifications and to this end, the Architect shall be responsible to the District to see that the finished work provides the level of safety of design required by applicable State Building and Public Works codes and regulations applicable to school district and that it conforms with the approved plans and specifications. The Architect shall further be responsible to the district to see that the finished work complies with the accessibility standards imposed by the Americans With Disabilities Act pursuant to 28 CFR 135.151(c). For this contract, ADA compliance shall be approval by the Access Compliance Section of DSA per Title 24 CCR. The Architect 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 solely the contractor's responsibility under the Contract Documents. The Architect shall not be responsible for acts or omissions of the contractor, subcontractors, or their agents or employees or of any other persons performing portions of the work not employed or hired by Architect, except as required by this Agreement.

4.7 Hazardous Materials and Asbestos Abatement Plans

4.7.1 The Architect shall coordinate the preparation of project documents and hazardous materials abatement documents furnished by District hazardous materials abatement consultant including, but not specifically limited to:

4.7.1.1 Definition of the hazardous materials abatement budget subject to OPSC determination and/or District approval.

4.7.1.2 Provide to hazardous materials abatement consultant preliminary plans for review.

4.7.1.3 Review of preliminary scope and budget of abatement work provided by asbestos hazardous materials abatement consultant, and include in project estimate of probable cost.

4.7.1.4 Inclusion in project documents the materials and finishes to replace hazardous materials removed during abatement.

4.7.1.5 Standardization of the project and abatement documents to allow for release as a combined project bid. The bid form shall contain a separate line item defining the portion of the total bid dedicated to abatement.

4.7.1.6 Define as part of the bid package a schedule of the phases of abatement and project work. The total project is to proceed with minimal disruption of the school schedule. Allowances for abatement time of completion and time for air clearances will be furnished by asbestos consultant and included in the abatement and project bid documents.

4.7.1.7 Preliminary and final approvals of the scope and schedule of project and abatement work will be issued by the Assistant Superintendent/CBO or his/her designee.

NOTE: It is the specific intent of this article to define a scope of work for the total project that will direct a general contractor to include in his/her bid a subcontract to provide hazardous materials and asbestos abatement.

4.7.2 The District has also contracted with hazardous materials abatement consultant to provide construction period review, inspection, final clearance of abatement work and all documentation and certification related to hazardous materials asbestos abatement.

4.7.3 The Architect shall be paid a fee to merge and coordinate the architectural documents and abatement documents into the project documents. The fee shall be a fixed amount as included in the basic services fee.

ARTICLE 5 – Additional Services to be Rendered by Architect

5.1 No additional compensation shall be paid to Architect for performing additional services unless the District and Architect agree in writing as to the services required and the amount of compensation for such services prior to such services being rendered.

ARTICLE 6 – Responsibilities of District. It shall be the duty of District to:

6.1 Pay all fees required by any reviewing or licensing agency.

6.2 Designate a District Staff or Project Manager authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents.

6.3 Furnish, at the District's expense, the services of a project inspector.

6.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission.

6.5 Issue appropriate orders to contractors through the Architect.

6.6 After project completion, the District will contact the contractor for warranty work; notify the contractor in writing of any deficiencies in materials or workmanship which become apparent to District during the contractor's guarantee period; and, copy the Architect with such documents.

6.7 Employ all necessary consultants to furnish the Architect with topographical and geographical information deemed necessary by the Architect and the District to the project.

6.8 Furnish soil investigation or geological hazard reports by a qualified laboratory.

6.9 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the project and are requested by the Architect.

6.10 As requested by Architect, furnish available previous project drawing data and specification for buildings and utilities systems related to the project. The District will also provide information regarding programmatic needs and specific equipment selection data. Visual and on-surface verification of the existing conditions and correction of as-built drawings, without destructive and required special technique and equipment, is the responsibility of the Architect.

6.11 Furnish structural, mechanical, chemical, material and other laboratory tests, inspections and reports as required by law or the contract documents.

6.12 For all new campuses, the Architect will assist the District to procure the following:

1. All site acquisition studies and related regulations with the local, State and Federal jurisdiction, including land-use entitlements.

2. All off-site (beyond new property lines) civil engineering design, including (1) streets; (2) curbs/gutters and sidewalks; (3) public and private utilities, with service to the site; (4) storm drainage; (5) street lighting and traffic signals; (6) all negotiations with governmental agencies or utility companies leading to identification of requirements related to the above categories; and (7) securing of approvals from such agencies of the design work thus prepared.

3. Implementation of construction of the above described off-site work.

ARTICLE 7 – Public Liability and Property Damage Insurance.

7.1 Without limiting Architect's indemnification, Architect shall secure and maintain, at his/her sole cost and expense during the term of this Agreement, a commercial general liability and vehicle policy using an occurrence policy form with combined single limits of one million dollars ($1,000,000) or one million dollars ($1,000,000) per person, one million dollars ($1,000,000) per accident, with no annual aggregate limit. Property damage limits shall be one million dollars ($1,000,000) per loss.

The District shall be named as an additional insured on the policies by separate endorsements that shall be attached to this agreement as proof of insurance. Architect shall forward copies of such endorsements to District within ten (10) days following execution of this agreement. Written notification by the carrier(s) to the District at least thirty (30) days prior to cancellation, failure to renew or other changes in coverage is required.

The insurance provided under Architect's policies shall be primary and any insurance maintained by the District shall apply, only if required by law, in excess of and not contributory with the insurance required under the terms of this agreement. In addition, Commercial and Auto Liability Waiver of Subrogation Endorsement to be provided to waive rights to subrogate against Central Unified School District.

7.2 Nothing contained in this agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of any damages resulting from Architect's performance of this agreement.

ARTICLE 8 – Workers' Compensation Insurance. Prior to the commencement of services under this agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this agreement in accordance with the Workers' Compensation Laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

ARTICLE 9 – Errors and Omissions Insurance. Prior to the commencement of services under this agreement, the Architect shall furnish to the District, at his/her sole cost and expense, satisfactory proof that the Architect has, for the period covered by this agreement, errors and omissions insurance (i.e., professional liability insurance) with limits as follows:

Project Value	**Required Coverage Limit**	
	Per Occurrence	*Aggregate*
$ 0 – $15,000,000	$ 1,000,000	$ 2,000,000
$ 15,000,000 +	$ 2,000,000	$ 4,000,000

The Architect shall also be responsible for ensuring that all consultants, utilized by Architect under this Agreement, obtain General Practice Errors and Omissions in an amount not less than $2,00,000.00 Coverage shall be effective as of the date of initial design for this project. If aggregate policy limits are not provided, policy limits shall be available limits that is, a statement to the effect that no other claims are known that would erode stated policy limits at the time of policy inception. Architect agrees to renew coverage annually during the life of this Agreement.

ARTICLE 10 – Compliance with Laws. Architect shall comply with all laws and regulations applicable to the project or lawfully imposed upon the project by agencies having jurisdiction over the project.

ARTICLE 11 – Termination by District

11.1 This agreement may be terminated or the project may be cancelled by the District at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for District authorized services completed to the date of termination, together with compensation for such additional services performed after termination which are authorized by the District to complete the work performed to the date of termination.

11.2 If, upon payment of the amount required to be paid under this Article following the termination of this agreement, the District thereafter should determine to complete the original project or substantially the same project, the District, for such purpose, shall have the right to utilize any drawings, specifications, estimates and other documents prepared under this agreement by the Architect who shall make them available to the District upon request without additional compensation. The District shall defend, indemnify, and hold Architect harmless from any claim or liability for injury or loss allegedly arising from the re-use of these documents, provided the loss or injury does not, in whole or in part, arise out of the negligence of Architect.

ARTICLE 12 – Architect an Independent Contractor. It is specifically agreed that in the making and performance of this agreement, the Architect, including his/her/its officers, agents, and employees, is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

ARTICLE 13 – Standardized Manufactured Items. The Architect shall consult and cooperate with the project manager in the use and selection of manufactured items to be used in the Project. Manufactured items, including, but not limited to, paint, finish, hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design.

ARTICLE 14 – Ownership of Documents. In accordance with Education Code Section 17316, all designs, plans, specifications, studies, drawings, estimates and other documents or any other work of authorship fixed in any tangible medium of expressions, including, but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement shall be and shall remain the property of the District for the purposes of repair, maintenance, renovation, modernization, or other purposes related to this project.

The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including, but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than ten (10) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Agreement upon request by the District. Reproduction and preparation of such electronic files expenses for these documents will be paid by the District.

ARTICLE 15 – Reuse of Documents Prepared for this Project. The District shall not reuse the plans, or any portion thereof, as prepared for this Project except as set forth following:

1. The Architect agrees that the building plans and related documents may be reused at other school campuses of the Central Unified School District, so long as Architect is engaged for the services required for each such reuse project. Fee for such services shall be negotiated and agreed between the Parties prior to commencing the design work of the reuse project.

2. Should the Architect (or its successor firm or the Architect of record who sealed and signed the original documents) declare itself unable to undertake a reuse of this project, the Architect agrees that the District may reuse the plans without using the Architect and with or without the Architect's consultants.

3. In the event the District elects to reuse the documents prepared for this project on another project, without employing the services of the Architect, District agrees to hold the Architect and his/her consultants harmless from all claims resulting from any re-use of those documents, provided the loss or injury does not, in whole or in part, arise out of the negligence of Architect.

ARTICLE 16 – Accounting Records of Architect. Architect's records of accounts regarding the project shall be kept on a generally recognized accounting basis and shall be available to the District or its authorized representative at mutually convenient times.

ARTICLE 17 – Asbestos. The Architect agrees that the project specifications will provide that no asbestos or asbestos-containing materials will be used or substituted in conjunction with the project.

In addition, the Architect also agrees that, upon completion of all work under the project, the Architect will assist the District to obtain a certificate from Contractor, no asbestos or asbestos-containing materials were used in the project.

ARTICLE 18 – Indemnity. Architect agrees to hold harmless and indemnify the District, its officers, agents, board members and employees, from and against any and all claims, demands, lawsuits, causes of action, liability, judgments and expenses, including reasonable attorneys fees and costs, for bodily injury to or death of any person or property damage resulting from, and/or arising out of, any willful or negligent act or omission by the Architect, his/her officers, agents, consultants or employees, in performing or failing to perform any work, services or functions provided for, referred to, or in any way connected with Architect's performance of this agreement. However, only to the extent cased by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.

ARTICLE 19 – Time Schedule.

19.1 Time for Completion: The Architect shall put forth the Architect's best efforts to complete the construction documents in accordance with the schedule as mutually agreed.

19.2 Delays: Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in direct contractual relationship with District or by local, State and Federal government agencies or by acts of God or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any fault or negligence on the part of the Architect or its consultants, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

ARTICLE 20 – Miscellaneous Provisions.

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this agreement, venue shall only be in the appropriate state or federal court in Fresno County, California.

20.2 The Architect shall not assign or transfer by operation of law or otherwise any or all of his/her/its rights, burdens, duties or obligations under this agreement without the prior written consent of the District.

20.3 If any action or proceeding, including an action for declaratory relief, is brought to enforce or interpret any provision of this agreement, the prevailing party in such action shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys fees and costs incurred in such action or proceeding.

20.4 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

District: Central Unified School District
4605 N. Polk Avenue
Fresno, CA 93722

Architect: Gonzalez Architects, Inc.
7545 N. Del Mar Avenue, #203
Fresno, CA 93711

20.5 This agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.6 If any provision of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.7 The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

20.8 Nothing contained in this contract shall create a contractual relationship with or cause action in favor of a third party against either the District or the Architect.

20.9 This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this agreement. The Architect, by the execution of this agreement, acknowledges that the Architect has read this agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 20th day of October, 20 17.

GONZALEZ ARCHITECTS, INC.	CENTRAL UNIFIED SCHOOL DISTRICT
Juan M. Gonzalez *Signature*	*Signature*
Juan M. Gonzalez *Printed Name*	*Printed Name*
Architect, Owner *Title*	*Title*
10/20/2017 *Date*	*Date*